

BID CLARIFICATIONS.

Date.08-09-2021

Sub: Supply, manning and running of one No.Poclain of EX-200 or its equivalent on hire for project use at Visakhapatnam.

Tender No :DCI/HO/OPS/VPT/ Hiring of Poclain/2021 dated01-09-2021

Ref: Bidclarifications through-procurement website on 08-09-2021.

The following clarification / queries submitted by tenderersthrough E-mail on 04-09-2021 at 10.57 Hrs and clarifications were issued by DCI as detailed belowof each tenderers.

AAA : M/s Dev Assoiciates, Pune

Sl. no	Clause	Page	Bid condition	Query/Actions	Clarified by DCI
1	No.3 & 4 of NIT	2 &3	Earnest Money Deposit and Cost of Tender documents	Cost of Tender documents and EMD exemption is not given to MSME units.	Exemption for EMD is already mentioned in the E-Procurement website. No exemption for Cost of tender documents. Tender condition prevails.
2	----	---	Particulars of poclain model No.EX-200 or its equivalent proposed for hire at Visakhapatnam.	Required Vintage / Manufacturing year of excavator / Poclain is not mentioned in the NIT.	The offered Poclain has to work as per the scope of work stipulated at Page No.5 of 35 of tender documents. Hence, the manufacturing year of the equipment is not necessary. However, the party has to submit the offered poclain details, documents along with this tender as specified in the tender at page No.23 of 35 of tender documents. Tender condition prevails.
3	No.28 of ITB	12	Bid security / EMD	Published NIT is not as per the Ministry of Finance circular No. F.9/4/2020-PPD dated.12-09-2020 regarding Bid security /EMD	Bidders to submit the EMD as mentioned in the tender. However, in case if bidders are MSME registered firms, they are exempted subject to submission of Proof of registration certificate. (Valid MSME registered certificate shall be submitted by the bidders). Tender condition prevails.



**DREDGING CORPORATION OF INDIA LIMITED
CORPORATE OFFICE
HB COLONY: SEETHAMMADHARA
VISAKHAPATNAM - 530 022**

E-TENDER

1.NIT No: DCI/HO/OPS/VPT/Hiring of Poclain/2021-22	Date: 01-09-2021
2. Name of the work: Supply, manning and running of one No Poclain of EX 200 or its equivalent on hire for project use on as and when required basis for VPT sand trap dredging works and other project works at Visakhapatnam -Reg	
3. Availability of Bids in DCIL and e-procurement websites for downloading: 01.09.2021 to 10.09.2021 upto 1800Hrs.	
4. Last date of receipt of online Bids through e-procurement :	11.09.2021 up to 1500 Hrs:
5 Opening of Technical bids on line e-procurement website :	11.09.2021 at 1530 hrs
6. Contact Person : GM (OPS & MKTG) Dredging Corporation of India Ltd., Corporate Office, H B Colony Main road, Seethamadara, VISAKHAPATNAM – 530 022 ANDHRA PRADESH (INDIA) Ph No. 2871-347/ 397/376 E-mailID: hodops@dcil.co.in , nksiem@dcil.co.in , blmurthy@dcil.co.in	

GENERAL MANAGER (OPS & MKTG)

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**DREDGING CORPORATION OF INDIA LIMITED
CORPORATE OFFICE
HB COLONY: SEETHAMMADHARA
VISAKHAPATNAM - 530 022**

REF: DCI/HO/OPS/VPT/Hiring of Poclain /2021

Date: 01-09-2021

SECTION I.
Invitation for bids

Electronic tenders (e-tenders) in e-procurement website is invited by DCIL from eligible bidders for the following work in single stage two cover bid system (Technical bid" and Financial bid / Bill of Quantities) from experienced contractors for the work mentioned below.

1. **Name of the Work** : Supply, manning and running of one No. Poclain of EX-200 or its equivalent on hire for project use at Visakhapatnam.
2. **Period of Contract** : One year from the date of placing of work order and extendable for one year as per Discretion/Requirement of DCI on the same rates, terms and conditions of the existing contract. (The Ex-200 Poclain will be engaged on as and when required basis for a period of 60 days (Approx) in a year and extendable as per operational requirement). However, the contract can be curtailed at any stage at sole discretion of DCI.
3. **Earnest Money Deposit** : **Rs.12,320/-**(Rupees Twelve thousand three hundred and twenty only) By way of NEFT/ RTGS.
Bank Details for payment through NEFT payment as follows:
Bank Name : Canara Bank
DCI Current account No. 35833070000014
Branch Name: DCILTD HB Colony Main
RoadSeethammadhara Visakhapatnam – 530 022.
IFSC/ RTGS No. CNIRB0013583
Swift Code No. CNRB0013583 (e-receipt to be enclosed)

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4. **Estimated value of the work** : 12.32 Lakhs (Approx) Excl GST (For one year)
- 5 **Cost of Tender Documents** : Rs.250/- + GST 18 % = Rs.295/-
(By way of NEFT/ RTGS)
Bank Details for payment through NEFT payment as follows:
Bank Name : Canara Bank
DCI Current account No. 35833070000014
Branch Name: DCILTD HB Colony Main Road
Seethammadhara Visakhapatnam – 530 022.
IFSC/ RTGS No. CNIRB0013583
Swift Code No. CNRB0013583 (e-receipt to be enclosed)

6. **Pre-Qualification Criteria:**

- i) Experience of having successfully completed similar works for Supply, manning and running of one No. Poclain of EX-200 or its equivalent on hire during the last Seven years, ending last day of month previous to the one in which tenders are invited should be any of the following:
A) Three similar completed works each costing not less than the amount of Rs.4.93 L or
B) Two similar completed works each costing not less than the amount of Rs.6.16L or
C) One similar completed work costing not less than the amount of Rs.9.85 Lakhs.
- ii) Average Annual financial turn over during the last 3 years ending 31st March 2020 should be at least Rs.3.70 Lakhs.
7. **No hard copies** : This is a E-tender. Tenderer shall submit his bid online only at CPP websites: <https://eprocure.gov.in/e-procure/app>. Hard Copy bids (offline) shall not be accepted. Tenderers are advised to follow the instructions provided in the Instructions to the tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/e-procure/app>. Aspiring Bidders/ Suppliers are required to get enrolled/ registered on <https://eprocure.gov.in/e-procure/app> before participating in the tender. The portal enrolment is free of cost.
8. E-Tender: This is a E-Tender and interested eligible tenderers to download the bid documents from the e-tendering website-<https://eprocure.gov.in/e-procure/app>. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection. Bids should be submitted only on-line and no physical documents will be accepted under any circumstances.
9. **Price Bid**: Bidders are advised to submit their Price Bid(s) strictly as per the BOQ online based upon the layout, technical specifications, terms and conditions contained in the bid document after going through the prevailing conditions at site. The Financial Bid should contain the Bill of Quantities (Price Bid), which shall be submitted only in e-tendering mode. Price bid (Bill of Quantities) in the provided format is to be submitted through e-tendering mode only on <https://eprocure.gov.in/e-procure/app> before due date and time of submission. Electronic bids

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received after the stipulated last date and time for receipt of bids, due to any reasons will not be considered. Price bid in hard copy need not be submitted.

10. **Queries** : Bidders may-mail their bid related queries to the following e-mail ids and contact at the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc:

GM (OPS & MKTG)
Dredging Corporation of India Ltd.,
Corporate Office, H B Colony Main Road,
Seethammadhara, VISAKHAPATNAM – 530 022
ANDHRA PRADESH (INDIA), PhoneNo.91-0891—2871347/397
E-mail ID: hodops@dcil.co.in, nksiem@dcil.co.in, blmurthy@dcil.co.in

11. **DCI Reserves the right:** Notwithstanding anything stated anywhere in the tender, Dredging Corporation of India Ltd./ Employer reserves the right to:
- a. Issue Tender Documents only to those considered capable to execute the work.
 - b. Accept or reject any or all Tenders without assigning any reason whatsoever.
 - c. Cancel the tender enquiry at any stage without assigning any reason.
 - d. Accept the tender in whole or part.
 - e. Reject the tender received with counter conditions.

GENERAL MANAGER (OPS & MKTG)

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SCOPE OF WORK

Dredging Corporation of India is a premier Dredging Organization in India having a fleet of TSHD and CSD to meet the dredging requirement of all major Ports in the country. DCIL intends to hire one no.EX-200 Poclain or its equivalent for project use at Visakhapatnam.

The EX-200 Poclain should assist for laying and assembling of MS pipeline, dredging operational requirement such as clearing of bushes, ground leveling, clearing of discharge mouth, removing the dredged material from front side of discharge mouth for making way for dredged material to flow freely without obstructions and to attend other pipeline related works for smooth completion of pipeline works.

The rates should be quoted in attached BOQ format only. The hire charges should be inclusive of Loading, Mobilization unloading transportation, men and material, all necessary requirements of lube oil, Diesel, inclusive of all but excluding GST with all above contingencies including gate passes for entry of men and material and whatsoever related to works in around VPT. Applicable GST will be paid / reimbursed.

The equipment should be available round the clock (24Hrs in a day) with operator and one helper at site. The entrusted work has to be carried out as per instructions of General Manager (OPS & MKTG) or any authorized representative of DCI without loss of time.

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SECTION II.

INSTRUCTIONS TO BIDDERS

(ITB)

A. Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all Supply, manning and running of one No. Poclaim of EX200 or its equivalent on hire for project use at Visakhapatnam. Contractors who satisfy the conditions stipulated in the bid document may submit their bids .
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Limited (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 1.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients in accordance with ITB Clause 30.1.

2. Cost of Bidding.

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the DCI will in no way be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

3. Content of Bidding Documents

- 3.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:
- a) Instructions to Bidders (ITB)
 - b) General Conditions of Contract (GCC)
 - c) Special Conditions of Contract (SCC)
 - d) Particulars of poclaim Model No. EX-2002 or its equivalent (Technical specifications)
 - e) Sample Forms containing the following:
 - Bid Form
 - Price Schedules
 - Proforma For Bank Guarantee for Earnest Money Deposit
 - Agreement Form
 - Performance Security Form
 - Qualification Requirements
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in all aspects will be at the Bidder's risk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification about the bidding documents may notify the DCI in writing or by E-mail at the DCI's address indicated in the Invitation for Bid not later than Five (5) working days prior to the deadline for the issue of tenders prescribed in ITB. The clarifications

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requested by the bidders will be suitably uploaded in the websites Two (2) days before last date of issue of tender. No Press notification for any amendment will be issued.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment if any, will be uploaded in the websites Respective bidders are requested to follow the websites regularly.
- 5.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

- 6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DCI shall be in English only.

7. Documents Comprising the Bid

- 7.1 The Bids shall be in Two Cover System consisting of
- ❖ Techno Commercial Bid (Cover A); and
 - ❖ Price Bid (Cover B)
- 7.2 The “Techno Commercial Bid” (Cover A) prepared by the Bidder shall comprise the following components:
- 7.2.1 A Bid Form completed in accordance with ITB Clause 8 **except** the Price Schedule
- 7.2.2 A list of works tendered for and in hand/being executed as on the date of submission of tender.
- 7.2.3 A detailed list of vessels / equipment available with the tenderer and which is proposed for deployment for the work under consideration including their specification.
- 7.2.4 Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31st March’2020.
- 7.2.5 The requisite Earnest money deposits for participating in the tender in the form of e- challan (e- receipt to be enclosed)/ Bank Guarantee furnished in accordance with ITB Clause 12. In case of Bank Guarantee submission towards EMD, in addition to uploading the copy online, Original as per format provided at form No. I shall be submitted in hard Copy to the Employer before due date of submission without which the bid shall be rejected.
- 7.2.6 PAN Number issued by Income Tax Authorities.
- 7.2.7 GST Registration Number
- 7.2.8 Registration with Provident Fund Authorities
- 7.2.9 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- 7.2.10 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- 7.2.11 Information regarding any current litigation in which the tenderer is involved. **(Annexure-I).**
- 7.2.12 Vendor Registration form **(Annexure-IV)**
- 7.2.13 Copies of original certificates of registration etc., of the Poclain and insurance for poclain, driving license etc which is proposed to be offered to DCI Ltd.,
- 7.2.14 Copy of clear title of the ownership of the Poclain. If the tenderer is not the owner of the Poclain, necessary documents in support of the authorization or lease granted by the owner of the said Poclain to the tenderer to offer and operate the poclain by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.

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- 7.2.15 Check list for Techno-Commercial Bid
- 7.2.16 The Tenderer will have to give a certificate that he is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Ports , Shipping and Waterways, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. **(Annexure-II)**.
- 7.2.17 The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid. **(Annexure-III)**
- 7.2.18 The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid. **(Annexure-III)**
- 7.2.19 Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.
- 7.2.20 DCI reserves its right to inspect the Poclaim seek any other details / documents to ascertain the competence of the tenderer. If Poclaim is not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.
8. **Bid Form**
The Bidder shall complete the Bid Form except the Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 7.2 of ITB, duly sign and upload the same online in the —Techno-Commercial Bid.
9. **Bid Prices**
- 9.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and upload the rates/ file online in the Financial/ Price Bid.
- 9.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and upload it online in the Financial/ Price Bid .The bidder should not indicate the prices anywhere directly or indirectly in the —Techno Commercial Bid. Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions. Conditional tenders or tenders with counter conditions are liable for summarily rejections. The quoted bids are applicable for two years 2021-22 & 2022 -23.
10. **Bid Currencies**
- 10.1 Prices shall be quoted in Indian Rupees only.
11. **Documents Establishing Bidder's Eligibility and Qualifications**
- 11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. Tenderer can access tender documents on the website, fill them with all relevant information and submit the completed document into electronic tender on the website. <https://www.eprocure.gov.in/eprocure/app>.
- 11.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the DCI's satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements.All documents as per tender requirement should be uploaded online at tender portal and no documents will be accepted offline. Bidder not submitting any of the required documents will be summarily rejected.
- 11.3 The bidder should furnish the details of the Poclaim proposed for hiring. Tenders and supporting documents should be uploaded through e-procurement portal. Hard copy of the tenderdocuments will not be accepted.

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12. **Earnest Money Deposit (EMD)**

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, the Earnest Money Deposits by the way of NEFT/RTGS from any Scheduled or Nationalized Indian Bank or by the way of unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank as per enclosed sample. In case of bidders submitting Bank Guarantee towards Earnest Money Deposit for the tender, Original "Bank Guarantee" towards EMD shall be submitted to "General Manager (Ops & Mktg), Dredging Corporation of India Ltd., 'Dredge House', HB Colony Main Road, Seethamadara, Visakhapatnam – 530 022 in a separate envelope super scribed "Earnest Money Deposit" for Tender No: DCI/HO/OPS/VPT/Hiring of Poclairn/2021, Date: 10-08-2021" and reach the above address on or before due date and time for submission of the tender. If the above due date and time do not receive the Original Bank guarantee towards EMD, the bids shall be liable for rejection. The Earnest Money Deposit shall not carry any interest.
- 12.2 The Earnest money is required to protect the DCI against the risk of Bidder's conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.6.
- 12.3 The earnest money deposit submitted in the form of Bank Guaranteeshall be valid for thirty (30) days beyond the validity of the bid.
- 12.4 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 20.
- 12.5 Unsuccessful bidders' earnest money deposit will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity prescribed by the DCI pursuant to ITB Clause 13 without interest.
- 12.6 The earnest money deposit may be forfeited:
- (a) If a Bidder:
 - (i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - (ii) Does not accept the correction of errors pursuant to ITB Clause 21.2; or
 - (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) To sign the contract in accordance with ITB Clause 27; or
 - (ii) To furnish performance security in accordance with ITB Clause 28.
 - (iii) To commence the work as per the Letter of Intent/Letter of Acceptance or Work Order

13. **Period of Validity of Bids**

- 13.1 The Tenderer should keep open the validity of the Bid for 90 days from the date fixed for opening of Techno-commercial bids or from the actual date of its openingwhichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by letter/e-mail is made by DCI before the expiry of the initial validity period of 90 days stated above. The date of receipt of the request from DCI should beacknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 13.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 12 shall also be suitably extended.

14. **Format and Signing of Bid**

- 14.1 Special care shall be taken while uploading the Bid Documents which are legible and clear.
- 14.2 Due care is to be taken while entering the any values /rate in the Price Bid/Financial Bid/Bill of Quantities.
- 14.3 As this is an e-tender the above modifications suggested.May be considered with modifications as deemed fit.

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D. Submission of Bids

15. Separate bids Viz . Technical Bid and Financial Bid/ Bill of quantities.

- 15.1 The Technical Bid containing all requisite enclosures are to be uploaded in pdf format under “Techno-Commercial Bid”.
- 15.2 The financial bid/Bill of quantities containing only bid rates and amounts against each service are required to be uploaded under “Financial Bid /Price Bid/ Bill of Quantities.
- 15.3 Both the above bids are to be uploaded at a time on or before the due date and time specified in the IFB. Tenderer should ensure that his tendered amount as per Financial/price Bid/ Bill of Quantities are not mentioned in any other document directly or indirectly.
- 15.4 If any of the bids are not uploaded properly as required by e-procurement website, the said bids cannot be decrypted/ opened by the Employer and hence the bids cannot be considered. In such cases Employer will assume no responsibility and hence the bidders shall take proper care and ensure that their bids are properly uploaded with all the requisite documents.

16. Deadline for Submission of Bids

- 16.1 Online bids must be uploaded in e-procurement website specified under Invitation for bids(IFB) not later than the date and time specified therein. In the event of specified date of submission of bids, being declared a holiday for the employer , the bids will be received up to the appointed time on the next working day.
- 16.2 Employer may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the Employer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Bids

- 17.1 Any bid received by the DCI after the deadline for submission of bids prescribed by the DCI for reasons other than those mentioned under Clause 16 will be rejected.

18. Modification of Bids

- 18.1 The Bidder cannot modify or withdraw its bid after due date & time of submission of the technical bids.

E. Opening and Evaluation of Bids

19. Clarification of Bids

During technical evaluation of the bids, the DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

20. Preliminary Examination

- 20.1 The DCI will examine the Techno-Commercial Bids / Technical bids to determine whether they are complete, whether required earnest money has been remitted , whether the documents have been properly signed, and whether the bids are generally in order in line with the pre-qualification criteria given in IFB/NIT.
- 20.2 The DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.3 Prior to the detailed evaluation, pursuant to ITB Clause 21, the DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 12), Taxes and Duties (GCC Clause 20) Performance Security (GCC Clause 6) will be deemed to be a material deviation.

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The DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.

20.4 If a bid is not substantially responsive, it will be rejected by the DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

21. Evaluation and Comparison of Bids.

21.1 The Financial/ Price bid/ Bill of quantities of only those tenderers who have been qualified in the Technical Bid will be opened at a later date. The date and time of opening of Financial bid /Bill of quantities shall be notified in Employer's and e-procurement web-sites.

21.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

21.3 Bill of quantities shall be inclusive of all men and material, lube oil, diesel, gate passes and other formalities of the state / Centre Govt, Mob and Demob and applicable taxes if any. GST certificate has to be submitted to this office as an evidence of payment made to the government from time to time. Bills should be submitted in duplicate, i.e., Original with one copy.

21.4 The Ex-200 or its equivalent Poclaim to be supplied for DCI should be in good working condition and capable of lifting, shifting and stacking the MS pipes.

22. Contacting the Dredging Corporation of India Ltd. (DCI)

22.1. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact DCI on any matter related to the Bid, it should do so in writing.

22.2. Any effort by a Bidder to influence the DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

23. Award Criteria

Subject to ITB Clause 26, the DCI will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, DCI reserves the right to accept or reject any bid as specified in Clause 26 of ITB.

24. Right to Vary Period of Contract at Time of Award

Contract period is for one year and Contract will be extended for a period of one year before expiry of contract, DCI may, by written notice, intimate the Contractor to extend the contract for a period of another one year i.e total two years, or less at the discretion of DCI. For all extensions given by DCI, Contractor has to execute the work as per rates quoted in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves right regarding giving extension, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.

In case of curtailment or temporary suspension of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 24Hours notice of suspension/ termination. In this case, the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 24 hours notice by the DCI, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to DCI's rights and remedies.

25. Right to Accept Any Bid and to Reject Any or All Bids

25.1 The DCI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason and without incurring any liability what-so-ever.

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26 Notification of Award

- 26.1 Prior to the expiry of the period of bid validity, DCI will notify the successful Bidder in writing by registered letter or e-mail, to be confirmed in writing by registered letter, that its bid has been accepted.
- 26.2. The notification of award will constitute the formation of the Contract.

27. Signing of Contract and commencement of work

At the same time as the DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with DCI at his cost within Seven (7) days of issue of work order.

28. Performance Security

Within Seven (07) days of the receipt of work order from the DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 28 or ITB Clause 29 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid EMD.

29. Corrupt or Fraudulent Practice

- 29.1 The DCI requires that the Bidders/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DCI:
- 29.2 defines, for the purposes of this provision, the terms set forth below as follows:
- 29.3 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 29.4 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition;
- 29.5 DCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 29.6 DCI will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.

30. General

- 30.1 Bid Documents are not transferable.
- 30.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule. This means that for those items for which no price or rate has been entered by the Bidder, the price or rate will be treated as Nil.
- 30.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 30.4 All Signatures in the Document shall be dated.
- 30.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 30.6 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 30.7 Once the contract is awarded all correspondences must be made to the Project office where the Poclaim services are to be provided.
- 30.8 In the event of failure or breach of the contractual obligations, the firm /contractor will be blacklisted and prevented from participating in the future tenders of the corporation for a specified period. The period of blacklisting and manner of black listing can be decided by the competent authority.

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- 30.9 The tenderer has to always supply the inspected Poclain for the intended work and DCI will not accept other Poclains.
- 30.10 In case the poclain is engaged /worked 8 hrs in a day, the poclain charges for that particular day will be regulated on pro-rata basis of standby charges for 24 Hrs and working charges per hour ie (16 Hrs standby charges plus 8 Hrs working charges). Proper log book to be maintained by the contractor and same to be duly certified by DCI representatives / site in-charge which shall form for basis for payment.
- 30.11 The EX -200 Poclain shall be supplied at site and made available at site within two hours from the time of intimation by DCI for the requirement. The log sheets for the work done to be duly signed by DCI authorized pipeline in charge and Poclain in charge/operator.
- 30.12 All correspondences must be made to the Dredging Corporation of India Ltd., Head Office, HB Colony Main Road, Seethammadhara, Visakhapatnam-530 022
- 30.13 The tenderer shall furnish particulars of the poclain proposed for hire in the data sheet enclosed with this tender document without fail.
- 30.14 The rates tendered by contractor shall remain firm entire contract period including extent period if any.
- 30.15 Permissions for men, material and equipment etc shall be obtained from necessary departments by the party during working time. DCI will give only necessary assistance for obtaining the required permissions from the authorities.
- 30.16 Machinery shall be engaged on standby charges per day of 24 Hrs or Pro-rata and working charges per hour or pro-rata basis. For example If the poclain engaged /worked 8 hrs in a day , the poclain charges for that particular will be regulated 16 hrs pro – rata basis of stand by charges and 8 Hrs working charges. The time of reporting of poclain at site and releasing of the equipment from site duly certified by authorized officer of DCIL would be considered as the period of engagement.
- 30.17 Income tax, etc. as applicable shall be deducted on bill amount as per provisions of Income Tax Act as applicable at the time of release of payments, for which copy of Permanent Account Number, GST Number issued by the concerned authority shall be furnished along with the bills.

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

1.1.1. "Corporation" means the Dredging Corporation of India Limited (DCIL/DCI).

1.1.2. "Managing Director (MD)" means the Managing Director of DCI.

1.1.3. "The Contract" means the agreement entered into between the DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. Tender notice, complete tender document, LOI, work order, agreement, correspondence exchanged before the issue of letter of acceptance/work order by which the Conditions of Contract are amended, varied or modified in any way by mutual consent will form part of the Contract

1.1.4. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

1.1.5. "The Contractor" means the individual or firm or company supplying the Services under this Contract.

1.1.6. "The Services" means all of the services, which the Contractor is required to supply to the DCI under the Contract.

1.1.7. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".

1.1.8. "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.

1.1.9. "Engineer" means the DCI's official who has invited the tender on its behalf and includes any other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.

1.1.10. "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official deputed from time to time by the DCI/Engineer to perform the duties of the Engineer.

1.1.11. "Contractor" means the person or persons, firm or company who's tender / offer has been accepted by the DCI and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCI.

1.1.12. "Excepted Risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).

1.1.13. "GCC" means the General Conditions of Contract contained in this section.

1.1.14. "SCC" means the Special Conditions of Contract.

1.1.15. "Day" means calendar day.

1.1.16. "Month" means the English calendar month.

1.1.17. "Singular/Plural": Word importing the singular also includes the plural and vice-versa and masculine includes feminine and vice versa where the context so requires.

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1.1.18. "The heading /Marginal Notes" in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in this and other parts of the Contract.

3. Standards

The services provided under this contract shall conform to the Standards mentioned in "Particulars of poclain Model No. EX-2002 or its equivalent (Technical specifications)

4. The Contract & General Obligations of Contractor

4.1 Applicability of Laws on the Contract

The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Andhra Pradesh, India, including the following Acts.

4.1.1 The Indian Contract Act, 1872

4.1.2 The Major Port Trust Act, 1963

4.1.3 The Employees' Compensation Act, 1923

4.1.4 The Minimum Wages Act, 1948

4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.

4.1.6 The Dock Workers' Act, 1948

4.1.7 The Indian Arbitration and Conciliation Act (1996)

4.2 Contractor to Execute Contract Agreement:

After receipt of work order and within 07 days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract.

4.3 Interpretation of Contract Document – Engineers' Power

Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, the Engineer shall have the power to interpret the same and his decision shall be final and binding on the parties to the Contract.

4.4 Contractor Cannot Sub-let the Work

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible for (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "Piece rate" basis shall not be deemed to be subletting under this clause.

4.4 Contractors' Price is Inclusive of All Costs.

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his costs for supplying of Poclain and providing man power thereof, transporting to and from the site and in and about the work, including loading, unloading equipment and ancillary spares, watch-keeping, lighting, running expenses, material cost, of the Poclain including fuel, lubeoil, grease, wages of crew, mobilization, de-mobilization, Gate passes, payment of fees, duties taxes (State/ Central) excluding GST to the appropriate authorities and other things of every kind required for the completion work. GST certificate has to be submitted to this office as an evidence of payment made to the Government.

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- 4.5 **Contractor is Responsible for safety of the Poclain including men and material:**
The Contractor shall be solely responsible for safety of all site operations, even if any prior approval thereto has been taken from the Engineer or his Representative.
- 4.6 **Contractor to Supervise the Works**
Necessary and adequate supervision shall be provided by the contractor during execution of contract. The contractor or his competent and authorized agent or representative shall constantly be at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform the engineer or his Representative in writing about such representative / agent of him at site.
- 4.7 **Contractor is Responsible for all Damages to Other Structures/ Persons, Caused by him in Executing the Work**
The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the DCI against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and / or to any person including the Contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by the DCI, unless otherwise stipulated in the Contract.
- 4.8 **Contractor to Indemnify the DCI against all Claims for Loss, Damage etc.**
- 4.8.1 The Contractor shall be deemed to have indemnified the DCI against all claims, demands, actions and proceedings and all costs arising there from on account of:
- 4.8.2 Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- 4.8.3 Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- 4.8.4 Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.
- 4.8.5 Damage / injury caused to waterway and bridge on account of the movement of Contractor's plants, equipment and materials in connection with the work.
- 4.8.6 The Poclain has to run as per the instructions of the Project Manager or any other official of Project office nominated by the Project Manager. A logbook shall be maintained by the Contractor, which shall form the basis for the payment.
- 4.9.1 In the event of the breakdown / deficiency in achieving desired speed /condition of the Deployed Poclain, the Contractor has to replace the same with immediate effect without causing any hindrance to the normal activities of pipeline and other project works. The replaced poclain should be of same specifications as agreed previously. In the event the Contractor fails to make arrangement for a substitute poclain, DCI will arrange a substitute Poclain at the risk and cost of the Contractor. No mobilization or de-mobilization will be paid for the substitute of Poclain.
- 4.9.2 The Poclain should be available for operations round the clock.
- 4.9.3 The rates quoted by the Contractor shall include all running expenses of the Poclain including fuel, oil, grease, wages of crew, mobilization and de-mobilization etc.
- 4.9.4 The contractor should submit his PF Account No. along with his Tender on or before commencement of work and he should pay the PF, failing which DCI shall recover an amount equal to 25.16 % of the employee wages i.e., 12% towards worker Contribution + 12% towards employer Contribution + 1.16 % towards Administrative Charge or as amended from time to time by the PF authorities. Such recovered amount will be directly deposited to EPFO.

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4.9.5 The period of contract is one year and extendable for one year with same rates terms and conditions at sole discretion of DCI. However, the contract can be curtailed at any stage at sole discretion of DCI. The tenderer shall note that the poclaim shall be engaged for a maximum of 60 days in a year on as and when required basis and shall be extended subject to operational requirement. The period of engagement can be curtailed by giving 24 hrs notice any time during the currency of the contract in which case the contractor will not have any extra claim, and the decision of General Manager (OPS & MKTG), DCIL, HO, VSP shall be final.

5. Notice to Contractor

5.1 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of DCI's enlisted Contractor to the address as appearing in the DCI's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch. Every direction or notice to be given to the Contractor shall also be deemed to have been duly served on and received by the Contractor if it is sent through e-mail. Contractor shall not change his email id from what he has notified in the Vendor Registration Form and DCI shall not be responsible for any consequences for any change of email id by the Contractor.

5.2 Works to Cause Minimum Possible Hindrance to Traffic Movement.

The work has to be carried out by the Contractor causing the minimum hindrance for any maritime traffic or Surface traffic.

6. Performance Security

6.1 Within Seven (07) days after receipt of work order for the Contract, the Bidder shall furnish Performance Security to the DCI in the amount specified in the General Conditions of Contract.

6.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.

6.3 A sum equal to 03% of the of the contract value as indicated in work order shall be deposited by the contractor by e-payment/e-challan or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work including extended period plus 60 days thereafter. In case if any increase / decrease in value of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.

At the option of contractor, EMD can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCIL, CanaraBank as per account details given.

In case the contract is further extended by one year, a sum equal to 3% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from EMPLOYER. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager. If Bank Guarantee is submitted against Performance Security, it should be valid till the completion of the contract including extended period if any plus 60 days thereafter. In case if any increase/ decrease in value of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.

The performance security will be discharged by the EMPLOYER and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, , under the Contract.

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7. Insurance

- 7.1 The contractor shall without limiting his or the DCI's obligations and responsibilities insure his Ex-200 Poclain and workmen. The contractor shall without limiting his or the DCI's obligations and responsibilities insure
- 7.2 the contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
- 7.3 against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance)
- 7.4 against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen)
- 7.5 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected. Insurance to be shown to project office Visakhapatnam within 07 days of issue of work order without which the bills may not be accepted.
- 7.6 The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.
- 7.7 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 7.8 In the event that the contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure. DCI shall be deemed to have been indemnified and kept indemnified by the contractor against all losses and claims in this regard from the date of such default/failure

8. Payment

- 8.1 The Contractor's request(s) for payment shall be made to the Project Manager, DCIL PO VSP in writing, accompanied by an invoice describing, as appropriate, the services performed along with proofs of wage disbursement to contract personnel, GST remittance, EPF remittance, etc and upon fulfillment of other obligations stipulated in the Contract..
- 8.2 The Bill for Services rendered/payment will be made on a monthly basis, by Project Manager, PO VSP/DCIL H.O, by Electronic Payment. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate/ logbook shall be certified by Site-In-Charge or the person nominated by the Project Manager, PO VSP. The payment will be made only for services provided as per accepted rates in work order. Payment shall be made by DCIL, H.O within 30 (Thirty) days of submission of an invoice/claim by the Supplier complete in all aspects. No interest on the payments shall be payable by DCI for any reason what-so-ever
- 8.3 The logbook is to be maintained by the contractor on daily basis and details of engagement for the pipeline and other project works etc. shall be recorded and duly signed and certified by the Site In-charge of DCI on daily basis and must be submitted along with the Monthly Bill/invoice for the purpose of payment
- 8.4 Provident Fund and other recoveries of the Operator/ workers and payment wage slip must be attached to the Bill.
- 8.5 Any time during the currency of the contract or before the settlement of final bill on completion of the contract if any sum is found to be recoverable from the Contractor, the same shall be recovered first from any sum due to the contractor against any current bill of the Contractor and/or from his dues or from any sums payable to the Contractor from the present contractor or other

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contracts with Corporation and the same shall be paid by the contractor to the DCI on demand as debt due to the DCI.

9. **Prices**

Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid on account of escalation on Fuel, labour and material.

10. **Change Orders**

The DCI may at any time by a written order given to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.

If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the DCI's change order.

11. **Contract Amendments**

Subject to GCC Clause 10, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

12. **Assignment**

The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract except with the DCI's prior written consent.

13. **Subcontracts**

The Contractor shall not subcontract any part of the work without written permission of DCI.

14. **Liquidated Damages**

if the Contractor fails to perform the Services within 24 Hrs specified in the Contract, the DCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the contract price per week for delay in commencement / completion of whole work subject to maximum 10% of the contract price. Once the maximum is reached, the DCI may consider termination of the Contract.

15. **Termination for Insolvency**

The DCI may, at any time, terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DCI.

16. **Termination for Convenience**

The DCI may, by written notice sent to the Contractor, terminate the Contract without compensation, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of **24 Hours** will be given.

17. **Termination for Default**

17.1 The DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

17.2 if the Contractor fails to provide the service within 02 days, or within any extension thereof granted by the DCI pursuant to GCC Clause 14; or

17.3 if the Contractor fails to perform any other obligation(s) under the Contract.

17.4 if the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition.

17.5 In the event the DCI terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the DCI may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

18. Settlement of Disputes

18.1 If any dispute or difference of any kind whatsoever shall arise between the DCI and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

18.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DCI or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of any matter may be commenced unless such notice is given.

18.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to providing of the services or after providing the services under the Contract.

18.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure.

18.5 The rules of procedure for arbitration proceedings shall be as follows:

The decision of the CGM/ Managing Director shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications, designs and drawings and instructions concerning the works or the execution or failure to execute the same arising during the course of work and in the maintenance period. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the GM (OPS & MKTG) or his authorized representative.

18.6 If any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above (i) or on matters which are stated to be final and binding on the contractor the same shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof. This Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre reference period or pendente lite The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract

18.7. Notwithstanding any reference to arbitration herein,

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The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

19. Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English only.

20. Compliance with Statutory Requirements

The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Employees' Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations/Rules /Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws, Rules, Regulations or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, etc the DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from any monies due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the DCI is required or called upon to pay or reimburse on behalf of the contractor.

21. Taxes and Duties

The contractor shall pay all taxes, levies, duties, etc. excluding GST which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.

If any new taxes and/or increase / decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract, Any change in Legislation during the contract period with regard to Taxes , will be applicable to the contract.

The GST will be reimbursed to the contractor subject to production of proof of payment made to the GST authorities.

22. Income Tax Deduction

Deduction of income tax shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act.

23. Employment of Relatives

23.1 The bidder shall enclose a certificate that "he/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Ports, Shipping and Waterways, Government of India". The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCI.

23.2 The Contractor shall have to give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the prevention of Corruption Act in connection with the bid.

23.3 The bidder shall disclose any payments made or proposed to be made to any intermediaries (agents etc.,) in connection with the bid.

24. Risk & Cost : In the event of breach of contract by the contractor and/or the contract is cancelled due to default on the part of the contractor, and the balance work is awarded to another agency to be

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carried out at the risk and cost of the contractor committing the breach of the contract or default, the Corporation shall be entitled to withhold any sum due and payable to the tenderer towards the sum due as a result of said breach or default.

25. DCI reserves the right to cancel this tender at any stage and/or to accept or reject any or all the tenders and also to withdraw in full or part of schedule items without assigning any reason whatsoever.
26. If DCI intends to engage an additional Poclain with the same specifications, the contractor shall supply on the same rate terms and conditions of this contract. DCI will give 24 hours notice time for deployment and one day notice for termination to the contractor.
27. The workmen should know swimming. DCI shall not hold any responsibility in case of any injuries, loss of the life to the workmen employed by the contractor and DCI shall be indemnified against all such claims that may arise an account of death/injury etc., anything during the period of contract and the contractor is solely responsible for such claims if any. DCI shall be deemed to have been indemnified and kept indemnified by the contractor against all such claims.
28. The behavior, discipline and good conduct of working gang are very important. If anyone is found mischievous, irregular, irresponsible, law breaker and not loyal to corporation he shall be removed by the contractor within 24 Hrs from the time of complaint received and replaced as per the instructions of Site In-GM (OPS & MKTG) or his authorized representative.
29. **Notices**
- 30.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later. Contractor's address for notice purpose is as given in the Vendor registration Form.

Employer's Address for notice purpose is given below :-

**GM (OPS & MKTG)
Dredging Corporation of India Ltd.,
Corporate Office, H B Colony Main road
Seethammadhara,
VISAKHAPATNAM – 530 022
ANDHRA PRADESH (INDIA)
Ph No. 2871-347/ 397/376**

- 30.3 Backing out by the Contractor at any stage during the contract period including extension period, the entire EMD and Performance Security Deposit & EMD will be forfeited without any prejudice.
- 30.4 L-1 party will be identified based on the overall lowest rates quoted by the party.
- 31 **Blacklisting** : In the event of failure or breach of the contractual obligations, the contractor / firm may be blacklisted and prevented from participating in the future tenders of the corporation for a specified period. The period of blacklisting and manner of blacklisting can be decided by the competent authority.

CONTRACTOR

**PARTICULARS OF POCLAIN MODEL NO. EX-200 OR ITS EQUIVALENT
PROPOSED FOR HIRE AT VISAKHAPATNAM TO BE FURNISHED BY THE TENDERER**

(Technical specifications)

1. Name & address of the owner :
2. Particulars of bill/ Sale deed :
3. Make :
4. Model no. and other details :
5. Year of manufacture of Engine :
6. Capacity :
7. Horse power of engine :
8. Other connected documents if any :
9. Sale deed :
10. Power of attorney (If the tenderer is not the
Owner of the equipment) :

N.B.:- (Copy of all above documents to be enclosed along with tender)

CONTRACTOR

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To

The General Manger (OPS& MKTG),
M/s. Dredging Corporation of India Ltd.
H B Colony Main Road, Seethammadhara, , Visakhapatnam-530022,.

WHERE AS..... (hereinafter) called "The Tenderer" has submitted its tender datedfor the execution of (name of work).....(hereinafter called "the Tender") in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 022 hereinafter called the "CORPORATION".

KNOW ALL MEN by these presents that we, (Bankers full address)

(hereinafter called "the Bank" are bound unto the Corporation for the sum of Rs.....(Rupees.....only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

- (a) If a Bidder:
 - (i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - (ii) Does not accept the correction of errors pursuant to ITB Clause 21.2; or
- (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) To sign the contract in accordance with ITB Clause 28; or
 - (ii) To furnish performance security in accordance with ITB Clause 29.
 - (iii) To commence the work as per the Letter of Intent/Letter of Acceptance or Work Order

We undertake to pay to the Corporation up-to the above amount upon receipt of his first written demand, without the Corporation having to substantiate his demand, provided that in his demand the Corporation will note that the amount claimed by him is due to him owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupeesonly) and will remain in force up to 120 days from the date of submission of tender and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of2021

For

.....
(Indicate Name of the Bank)

CONTRACTOR

Designation :
Seal :
In the presence of
Witness

a) Signature
Name & Address:

Designation
Seal :

Signature
Name & Address:

CONTRACTOR

FORM OF BANK GUARANTEE BOND
(IN LIEU OF SECURITY DEPOSIT)

Bank Guarantee No.

Date

To
The General Manager (OPS & MKTG)
M/s. Dredging Corporation of India Ltd.
H B Colony Main Road, Sithammadhara,
Visakhapatnam-530022.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Head Office at M/s. Dredging Corporation of India Ltd. 3rd floor "Dredge House", HB Colony Main road, Seethammadhara, Visakhapatnam-530 022,, Andhra Pradesh, India (herein after called the "DCI") having agreed to exempt M/s having its Registered Office at(herein after called the said "Contractor" from the demand under the terms and conditions of an Agreement / Contract / Work Order datedmade between DCI and Contractor for(herein after called the said "Agreement"), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for

..... only), we(indicate the name of the Bank) (hereinafter referred to as "the Bank" at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We,
(indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the DCI without reference to the Contractor and such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding(say) only).

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We further
(indicate name of the Bank)

agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on or before, we shall be discharged from all liability under this guarantee thereafter.

CONTRACTOR

5. We, further agree
(indicate name of the Bank)

that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. We, lastly undertake not to
(indicate name of the Bank)

revoke this guarantee during its currency except with the previous consent of the DCI in writing.

8. This guarantee will remain in force until All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to(..... Only).

Dated theday of2021.

CONTRACTOR

CHECK LIST FOR TECHNO- COMMERCIAL BID

1. Cost of tender document.
2. Earnest Money Deposit (EMD) details.
3. A Bid Form **except** the Price Schedule
4. A list of works tendered for and in hand/being executed as on the date of submission of tender.
5. Details of the EX-200 Poclain or its equivalent Proposed for Hire
6. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - Audited balance sheets for the last three years;
 - Certificate from Employers for having successfully completed works of similar nature.
7. PAN Number.
8. GST Registration Number
9. Vendor Form along with 'Cancelled Cheque'
10. Registration with Provident Fund Authorities
11. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
12. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
13. Information regarding any current litigation in which the tenderer is involved.
14. Copies of original certificates of registration etc. of the Poclain proposed to be offered to DCI including copy of the existing insurance policy covering the Poclain, workmen and third party.
15. Copy of clear title of the ownership of the Poclain. If the tenderer is not the owner of the Poclain, necessary documents (Lease Agreement) in support of the authorization granted by the owner of the Poclain to the tenderer to offer and operate the Poclain by the tenderer. This authorization shall be executed on a stamp paper duly notarized.
16. The bidder shall have to give a Certificate as specified in Clause 22 of GCC.
17. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

CONTRACTOR

CURRENT LITIGATIONS

Date:01-09-2021

To
The General Manager (OPS & MKTG)
M/s. Dredging Corporation of India Ltd.
H B Colony Main Road,
Sithammadhara,
Visakhapatnam-530022.

Sir,

Sub: Supply, manning and running of one No Poclain of EX 200 or its equivalent on hire for our project use at Visakhapatnam on as and when required basis- For VPT sand trap dredging works and other project works at Visakhapatnam- Reg..

A. With reference to your Tender NoDCI/HO/OPS/VPT/Hiring of Poclain/2021-22 Date: 01-09-2021 and as per Cl. No.7.2.11 of ITB of Contract, we hereby certified that, we do not have any current litigation with any party/ firms.

'or'

B. We hereby certified that presently we are having litigation with the following party/ firms:

- 1.....
- 2.....
- 3.....
- 4.....

Thanking you,

Yours faithfully,

*Strike out 'A' or 'B', whichever is not applicable.

CONTRACTOR

EMPLOYMENT OF RELATIVES

Date:01-09-2021

To
The General Manager (OPS & MKTG)
M/s. Dredging Corporation of India Ltd.
H B Colony Main Road,,
Sithammadhara,
Visakhapatnam-530022.

Sir,

Sub: -Supply, manning and running of one No Poclain of EX 200 or its equivalent on hire for our project use at Visakhapatnam on as and when required basis- For VPT sand trap dredging works and other project works at Visakhapatnam.

A. With reference to your Tender No.DCI/HO/OPS/VPT/Hiring of Poclain/2021-22 Date01-09-2021 as per Cl. No.7.2.16 of ITB of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'or'

B. We hereby certified that my relative(s) working as Officer in Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India are given below:

- 1.....
- 2.....
- 3.....
- 4.....

Thanking you,

Yours faithfully,

*Strike out 'A' or 'B', whichever is not applicable.

CONTRACTOR

ILLEGAL GRATIFICATION

Date:01-09-2021

To
The General Manager(OPS & MKTG)
M/s. Dredging Corporation of India Ltd.
H B ColonyMain Road,,
Sithammadhara,
Visakhapatnam-530022.

Sir,

Sub: Supply, manning and running of one No Poclain of EX 200 or its equivalent on hire for our project use at Visakhapatnam on as and when required basis- For VPT sand trap dredging works and other project works at Visakhapatnam -Reg

A. With reference to your Tender NoNoDCI/HO/OPS/VPT/Hiring of Poclain/2021-22 Date: 01-09-2021and as per Cl. No.7.2.17 of ITB of Contract, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid. and,

B. As per Cl. No. No.7.2.18 of ITB of Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

CONTRACTOR

Vendor Form

1. Vender Details

a) Name of the Vendor :

b) Address :

c) Place of Registration :

d) Principal place of
business :

e) Email ID :

f) Contact No. :

2. Taxation and Other Registration Details (Supporting copies need to be attached)

a) PAN No. :

b) GSTIN :

c) Type of Vendor : Registered / Unregistered / Composite Dealer
(Tick whichever is applicable)

3. Bank Details (Copy of cancelled cheque needs to be attached)

a) Bank Name, Branch &
City :

b) Bank Account Number :

c) IFSC :

CONTRACTOR

BILL OF QUANTITIES
PRICE BID

NAME OF WORK: Supply, manning and running of one No Poclaim of EX 200 or its equivalent on hire for project use on as and when required basis- for VPT sand trap dredging works and other project works at Visakhapatnam.

SI No (1)	DESCRIPTION OF WORK (2)	Unit (3)	Rate Rs. per Unit (4)	Estimated No of days required (5)	Total (Rupees in words) Total in Rs. (6) = (4) X 5)
1	RETENTIONCHARGES :The daily hire (Retention) charges for Supply, manning and running of one No Poclaim of EX-200 or its equivalent on hire , on as and when required basis for our project use at Kurusura Submarine near beach road , Visakhapatnam. The rate is inclusive of of Transportation, Fuel, Lube oil, men and material, equipment, watch keeping, mobilization , demobilization , Gate passes and inclusive of all Taxes but excluding GST including extension period if any. In case of Break down retention charges shall be paid on pro-rata basis. (Per day of 24 Hrs or Pro-rata thereof)	Per day of 24 Hrs. or Pro-rata basis		60 Days (Approx)	
2	OPERATIONAL CHARGES :Hourly running charges for Supply, manning and running of one No Poclaim of EX-200 or its equivalent on hire , on as and when required basis for our project use at Kurusura Submarine near beach road , Visakhapatnam. The rate is inclusive of of Transportation, Fuel, Lube oil, men and material, equipment, watch keeping, mobilization , demobilization , Gate passes and inclusive of all Taxes but excluding GST including extension period if any. (Per Hour or Pro-rata thereof) Estimated working hours per day 6 Hrs X 60 days = 360 Hrs)	Per Hour or or Pro-rata basis		360 Hours (Approx)	
Grand Total					

Note: 1)The quantities mentioned in the BOQ is per each year.

2) The quantities mentioned in the above BOQ is only indicative. It may increase or decrease. However, the payment will for the actual value of work done carried out.

3)No escalation on account of Fuel, material and Labour will be payable. The rate should be quoted including mob and demob charges, Fuel, labour, material, repair cost but excluding GST.

4) The quoted rates inclusive of mob & Demob charges, fuel, lube oil, men, material, watch keeping, repair cost spares cost, all taxes but excluding GST.

Signature of the tenderer with seal.

CONTRACTOR