

DREDGING CORPORATION OF INDIA LTD
Dredging Corporation of India Limited., Dredge House, Port Area:
Visakhapatnam-530001.Ph.0891-2871299, Fax 0891-2560581/2565920.

NOTICE INVITING TENDER

Ref: DCI/OPS/GMP1/VOCP/Labour/2019

Date: 08-04-2019

Sealed tender in two covers are invited for the work of “Supply of Unskilled Labourers for attending onboard Dredger(s)/Crafts works, pipeline works and other project works on as and when required basis at VOC Port Tuticorin” Sale of the tender is from 08.00.19 to 22.04.19 (Upto 11.00 Hrs.) and last date for submission of filled tender is 22.04.19 upto 1500 hrs. The sealed tenders will be opened on 22-04-2019 at 1530hrs at H.O Visakhapatnam. For further details, please log on to the websites: www.dredge-india.com www.eprocure.gov.in.

Jt.General Manager (OPS)/HOD

Signature of Contractor with seal



DREDGING CORPORATION OF INDIA LIMITED

Head Office: Visakhapatnam.

Ref: DCI/OPS/VOCP/Labour/2019

Date: 08.04.2019.

NAME OF WORK: SUPPLY OF UNSKILLED LABOURERS FOR ATTENDING ONBOARD DREDGER(S)/ CRAFTS, PIPELINE AND OTHER PROJECT WORKS ON AS AND WHEN REQUIRED BASIS AT VOC PORT TUTICORIN.

TENDER ISSUED TO M/s.
.....
.....

Jt.GENERAL MANAGER (OPS)/HOD

Signature of Contractor with seal

INVITATION FOR BIDS (IFB)/NOTICE INVITING TENDER

Sealed Tenders are invited in one cover by DREDGING CORPORATION OF INDIA LIMITED (DCIL), Head Office, Visakhapatnam from experienced contractors for the following work.

1	Name of Works	: Supply of unskilled labourers for attending onboard dredger(s)/ crafts, pipeline and other project works on as and when required basis at VOC Port Tuticorin
2	Period of Contract	: 6 (Six) Months and extendable for a period of 6 Months on Month to Month basis or less at the discretion of DCI.
3	Earnest Money Deposit	: Rs.32,200/- (ThirtytwoThousand two Hundred Only) by way of NEFT/ Bank Guarantee as per format provided in the tender. Bank Details for payment through NEFT payment as follows: a) Name of the Company: M/s. Dredging Corporation of India Ltd, b) Name of the Bank: Syndicate Bank. c) Branch Name: DCI Ltd, Branch, Port Area, Visakhapatnam-530001. d) Current Account No.: 35833070000014 e) IFSC Code: SYNB0003583 f) Swift Code: SYNBINBB032 g) GST No. 37AAACD6021B1ZB
4	Issue of Tenders through DCI website	: 08.04.2019 to 22.04.2019 up to 11.00 Hrs.
5	Last date for receipt of Tenders	: 22.04.2019 up to 1500 Hrs. at the office of General Manager(Ops), 4th floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530 001.
6	Opening of Bids	: 22.04.2019 at 1530 Hrs. in the Tender Room, Ground Floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530 001.
7	Tender document cost	: Rs.1180/-(One thousand one Hundred and eighty rupeesOnly))(Non-refundable)(Including GST) by e-challan (e-receipt to be enclosed) along with Technical bid

Interested eligible parties may download the tender document from the following websites:<https://eprocure.gov.in> and www.dredge-india.com. The payment towards cost of tender document and EMD shall be made through NEFT/RTGS in favour of **Dredging Corporation of India Limited, Visakhapatnam**. 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.

Signature of Contractor with seal

PRE-QUALIFICATION CRITERIA:

1. Experience of having successfully completed the work “Supply of Labours for pipeline and other works on hire basis” during last seven years ending March 2019 should be any of the following:
 - Three similar completed works costing not less than the amount of **Rs.12.87 Lakhs.**
(OR)
 - Two similar completed works costing not less than the amount of **Rs.16.09 Lakhs.**
(OR)
 - One similar completed work costing not less than the amount of **Rs.25.74 Lakhs.**

2. Average Annual Financial turn over during last 3 years ending 31st March 2018 should be at least **Rs.9.65 Lakhs.**

Tenderers may contact the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc., from 0930 Hrs to 1730 Hrs (on working days)

JT. GENERAL MANAGER (OPS)/HOD
DREDGING CORPORATION OF INDIA LTD.,
DREDGE HOUSE, PORT AREA,
VISAKHAPATNAM- 530 001
ANDHRA PRADESH (INDIA)
TELEPHONE NO 0891-2871 397 /2871 331
E – MAIL ID:svprasad@dcil.co.in/nksiem@dcil.co.in

Dredging Corporation of India Ltd. reserves the right to:

1. Issue Tender Documents only to those considered capable to execute the work.
2. Accept or reject any or all Tenders without assigning any reason whatsoever.
3. Cancel the tender enquiry at any stage without assigning any reason.
4. Reject the tender received with counter conditions.

Jt. GENERAL MANAGER (OPS)/HOD
Dredging Corporation of India Limited,
'Dredge House', Port Area,
Visakhapatnam-530001

Signature of Contractor with seal

INSTRUCTIONS TO BIDDERS**(ITB)****1. Eligible Bidders**

- 1.1 This Invitation is open to all Contractors who satisfy the conditions stipulated in the bid document.
- 1.2 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 DCI.
- 1.3 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 29.

2. Cost of Bidding

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

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:
 - Instructions to Bidders (ITB)
 - General Conditions of Contract (GCC)
 - Special Conditions of Contract (SCC)
 - Sample Forms containing the following:
 - Bid Form.
 - Price Schedule (Schedule of Quantities)
 - Form of Contract Agreement.
 - Form of Bank Guarantee for Performance Security
 - Proforma for Relatives.
 - Proforma for Undertaking.
 - Proforma for litigation.
 - Vendor Form.
 - Check list for Techno Commercial Bid.
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required as per the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

Signature of Contractor with seal

4. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of 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 three (3) working days prior to the deadline for the sale of tenders prescribed in ITB. **The clarifications requested by the bidders will be suitably hosted in DCI web site Two (2) days before last date of sale of tenders. No Press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: www.dredge-india.com to keep themselves updated.**

5. Language of Bid

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.

6. Amendment of Bidding Documents

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. The amendment will be placed on websites only. Respective bidders are requested to see the web site accordingly. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

7. Documents Comprising the Bid

The Bids shall be in Two Cover System consisting of:

7.1 Techno Commercial Bid (Cover A)

- 7.1.1 Duly filled and signed Bid Form.
- 7.1.2 A list of works tendered for and in hand/being executed as on the date of submission of tender. (If any)
- 7.1.3 Documentary evidence of similar works carried out previously established in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. Copies of Authentic performance certificates such as Work Order/Agreement/Work Completion Certificate obtained from the client indicating the bidder has carried out similar works successfully to be produced to establish the credibility mentioning total value of work and period of completion of work.
- 7.1.4 Copies of original valid Labour License issued by the Asst. Labour Commissioner.
- 7.1.5 A detailed list of unskilled labour maintained by the Contractor and proposed to be deployed.
- 7.1.6 Audited balance sheet for the last three years ending 31st March'2018.
- 7.1.7 Proof of payment towards cost of tender document through NEFT/RTGS as per NIT
- 7.1.8 Proof of Earnest Money Deposit through NEFT/RTGS furnished in accordance with ITB Clause 11.
- 7.1.9 PAN Number issued by Income Tax Authorities.

Signature of Contractor with seal

- 7.1.10 GST Registration Number.
- 7.1.11 Bank Details along with 'Cancelled Cheque'.
- 7.1.12 Registration with provident fund authorities.
- 7.1.13 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- 7.1.14 Copies of original document defining place of registration and principal place of business of the company or partnership.
- 7.1.15 Certificate for relatives in accordance with Clause No. 23 of GCC.
- 7.1.16 Undertaking certificate in accordance with Clause No. 24 of GCC.
- 7.1.17 Information regarding any current litigation in which the tenderer is involved in accordance with Clause No. 25 of GCC.
- 7.1.18 Vendor Registration Form.
- 7.1.19 Downloaded Tender Document duly signed on all the pages by tenderer.

7.2 Price Bid (Cover B)

7.2.1 Price Schedule

8. Bid Prices

- 8.1 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 include it in the cover containing the "**Price Bid**" - (**Cover B**) and properly sealed.
- 8.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and enclose it in the 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 are liable for summary rejections.

9. Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Documents Establishing Bidder's Eligibility and Qualifications

- 10.1 Pursuant to ITB Clause 7.1.3, 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.
- 10.2 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.

11. Earnest Money Deposit (EMD)

- 11.1 Pursuant to ITB Clause 7.1.7, the Bidder shall furnish, the Earnest Money Deposit for an amount of Rs.32,200/- (Rupees Thirty two Thousand two Hundred Only) through

Signature of Contractor with seal

NEFT/RTGS/ BG in favour of Dredging Corporation of India Limited, Visakhapatnam. The Earnest Money Deposit shall not carry any interest.

- 11.2 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 11.6.
- 11.3 The Earnest money deposit in case of Bank Guarantee shall be valid for Sixty (60) days beyond the validity of the bid.
- 11.4 Any bid not secured in accordance with ITB Clauses 11.1 and 11.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 20.
- 11.5 Unsuccessful bidders' earnest money deposit will be returned as promptly as possible, but not later than thirty (30) days after the finalization of the Bid without interest.
- 11.6 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 20.2,
 - 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.

12. Period of Validity of Bids

- 12.1 The Tenderer should keep open the validity of the Bid for 120 (one twenty) days from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 (Thirty) days in case a request in writing or by E-mail/ Fax by DCI is made before the expiry of the initial validity period of 120 (one twenty) days stated above. The date of receipt of the request from DCI should be acknowledged. 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.
- 12.2 In case DCI asks for extension for validity of bid, the earnest money deposit provided under ITB Clause 11 shall also be suitably extended.

13. Format and Signing of Bid

- 13.1 Special care shall be taken to write the rates in figures as well as in words in the price schedule such a way that no interpolation is possible. In case of figures words "Rupees" should be written before and words, "Paise" after decimal figures.
- 13.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

14. Sealing and Marking of Bids

- 14.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words – **Cover-A** "Supply of Unskilled Labourers for attending onboard Dredger(s)/Crafts, pipeline and other project works on as and when required basis

Signature of Contractor with seal

at VOC Port, Tuticorin” to be submitted on or before due date and time specified in the NIT.

- 14.2 The Price Bid containing only tendered amount is required to be put in another sealed cover super scribed with the words – **Cover-B** “Price Bid” for the work “Supply of Unskilled Labourers for attending onboard Dredger(s)/Crafts, pipeline and other project works on as and when required basis at VOC Port, Tuticorin” to be submitted on or before due date and time specified in the NIT.
- 14.3 Tenderer should ensure that his tendered amount as per Cover - B is not mentioned in any other document directly or indirectly. The duly sealed covers “A” & “B” are to be put in a separate main sealed cover super scribed with the words “Name of the work “Supply of Unskilled Labourers for attending onboard Dredger(s)/Crafts, pipeline and other project works on as and when required basis at VOC Port, Tuticorin” to be submitted on or before due date and time specified in the NIT to the address mentioned below:

The Jt.General Manager (Ops)/HOD
Dredging Corporation of India Ltd.,
4th Floor, Dredge House, Port Area.
VISAKHAPATNAM- 530 001.
ANDHRA PRADESH (INDIA).
Telephone No.0891-2871344/ 331/320.

E-mail IDs:svprasad@dcil.co.in/nksiem@dcil.co.in,

- 14.4 If the outer cover is not sealed and marked as required, DCI will assume no responsibility for the bid’s misplacement or premature opening.

15. Deadline for Submission of Bids

- 15.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) not later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the DCI, the bids will be received up to the appointed time on the next working day.
- 15.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 4, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Bids

Any bid received by the DCI after the deadline for submission of bids will be rejected and returned unopened to the Bidder.

17. Modification of Bids

The Bidder cannot modify or withdraw its bid after the bid’s submission.

18. Opening of Bids by DCI

- 18.1 DCI will open main cover and the Cover “A” Techno-Commercial Bids only in the presence of bidders’ representatives who wish to attend, at the time, on the date, and at the

Signature of Contractor with seal

place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.

- 18.2 All the Covers "B" containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.
- 18.3 The bidders' names, bid modifications or with drawls and the presence or absence of requisite earnest money deposit and such other details as DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Techno-Commercial Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 15.

19. Clarification of Bids

- 19.1 During technical evaluation of the bids, 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 DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 20.2 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, 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. 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 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 Cover "B" containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time of opening of Cover "B" Price Bid, shall be notified to all the technically qualified bidders and will be opened in the presence of such authorised persons or representatives who wish to be present. Further, the tenderers shall quote their rates only in the prescribed price schedule/BOQ placed in the tender document and all the items in the price schedule/BOQ to be quoted.
- 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

Signature of Contractor with seal

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 EMD may be forfeited.

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 DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

23. Post Qualification

- 23.1 In the absence of pre-qualification, DCI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Techno-Commercial Bid.
- 23.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as DCI deems necessary and appropriate.

24. Award Criteria

Subject to ITB Clause 26, 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 ITB Clause 25.

25. Right to vary period of contract time

- 25.1 The initial period of contract is 06 months from the date of issue of Work Order. One week before expiry of the contract, the tenderer shall be informed by written notice to extend the contract for a further period of another Six months on month to month basis with same rates, terms and conditions. DCI reserves right to extend/curtail the period of contract and decision in this matter will be final, binding on the Contractor and will not subject to the Arbitration. Contractor has to execute the work as per the work order rates and as per Contract Conditions laid in Tender Document.
- 25.2 In case of curtailment/temporary suspension of the contract period, at any stage, the tenderer shall be informed of the same in advance by serving a 02days notice of termination or temporary suspension of the work. 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 02days notice by the DCI project office, 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 its rights and remedies.

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

Signature of Contractor with seal

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 thereby incurring any liability to the affected Bidder or Bidders.

27. Notification of Award (Work order)

Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing by registered letter or E-mail/ fax, to be confirmed in writing by registered letter, that its bid has been accepted. The notification of award / work order will constitute the formation of the Contract.

28. Performance Security

Within Seven (07) days of the receipt of work order from the DCI, the successful Bidder shall furnish the performance security of 10% of Work order value in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to furnish Performance Security within 07 (Seven) days from the date of issued work order, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

29. Signing of Contract

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 and Failure of the successful Bidder to has to execute Contract Agreement with DCI within 07 (Seven) days from the date of issued work ordershall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

29.1 Commencement of work: The work should be commenced by the contractor within **10** days from the date of issue of work order. Work order shall be communicated to the successful bidder by means of e-mail/post/by Hand. Failure to commence the work within Ten (10) days from the date of issued work order shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

30. Corrupt or Fraudulent Practices

DCI requires that the Bidders/Contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, that DCI defines, the terms set forth below as follows:

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

30.2 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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 DCI of the benefits of free and open competition, will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm or company ineligible, either indefinitely or

Signature of Contractor with seal

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.

31. General

- 31.1 Bid Documents are not transferable.
- 31.2 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.
- 31.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 31.4 All Signatures in the Document shall be dated.
- 31.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 31.6 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.
- 31.7 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 and EMD will be forfeited.

Signature of Contractor with seal

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- “Corporation” means Dredging Corporation of India Limited (DCI).
- “Chairman and Managing Director (CMD)” means the Chairman and Managing Director of DCI.
- The Contract” means the agreement entered into between 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.
- “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- “The Services” means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- “Work” means the Work to be executed in accordance with the Contract and includes authorized “Extra Works” and “Excess Works” and “Temporary Works”.
- “Specifications” means the relevant and appropriate Bureau of Indian Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- “Engineer” means the DCI’s official who has invited the tender on its behalf and includes or 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.
- “Engineer’s Representative” means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- “Contractor” means the person or persons, firm or company whose tender/offer has been accepted by DCI and includes the Contractor’s Representatives, heirs, successors and assigns, if any permitted by the DCI.
- “Excepted Risks” are riot in so for 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 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).
- “Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- “Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution. Completion or maintenance of the works or temporary works and includes (without thereby limiting the Foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.

Signature of Contractor with seal

- “Site” means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the DCI for the purpose of the Contract.
- “GCC” mean the General Conditions of Contract.
- “SCC” means the Special Conditions of Contract.
- “Day” means calendar day.
- “Month” means the English calendar month.
- “Singular/Plural” Word importing the singular only, also includes the plural and vice-versa where the context so requires.
- “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. The Contract & General Obligations of Contractor

3.1 Applicability of Laws on the Contract

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

- 3.1.1 The Indian Contract Act, 1872
- 3.1.2 The Major Port Trust Act, 1963
- 3.1.3 The Workmen’s Compensation Act, 1923
- 3.1.4 The Minimum Wages Act, 1948
- 3.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.
- 3.1.6 The Dock Workers’ Act, 1948
- 3.1.7 The Indian Arbitration and Conciliation Act (1996)

3.2 Contract Agreement

Within 7 (Seven) days from the date of issue of work order, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.100/- stamp paper 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. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 07 (Seven) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

3.3 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 correct the same and his decision shall be final and binding on the parties to the Contract.

Signature of Contractor with seal

3.4 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

- 3.4.1 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

3.5 Contractors' Price

The Contractor shall be deemed to have included in his Offer all his cost for supplying unskilled labour, transporting unskilled labour, paying minimum wages, accommodation of labour, PF/ESI, bonus including supervision thereof and other statutory, all other taxes excluding GST.

3.6 Responsibility of Contractor

The Contractor shall be solely responsible for all adequacy, stability and safety of all site operations, even if any prior approval there has been taken from the Engineer or his Representative.

3.7 Contractor to deploy qualified men and Engineer's power to remove contractor's men.

The Contractor shall employ in execution of the Contract only qualified, careful and experienced workmen and the Engineer shall be at liberty to direct the contractor to stop deployment of any of his workmen and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

3.8 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 DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify 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.

3.9 Contractor to Indemnify the DCI against all Claims for Loss, Damage etc.

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:

- 3.9.1 Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.

Signature of Contractor with seal

- 3.9.2 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.
- 3.9.3 Damage/injury caused to waterway and bridge on account of the movement of Contractor's vehicles and equipment in connection with the work.
- 3.9.4 Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway,

3.10 **Notice to Contractor**

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 to the address as appearing in the tender submitted. 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.

4. **Performance Security**

- 4.1 Successful tenderer shall be required to furnish an amount equivalent to 10% of the value of the contract by way of NEFT/RTGS/ Bank Guarantee in favor of Dredging Corporation of India Limited payable at Visakhapatnam within 07 (Seven days) from the date of issue of Work Order. Failure of the successful Bidder to furnish Performance Security within 07 (Seven) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD. If Bank Guarantee is submitted against Performance Security, it should be valid till 60 days beyond completion of contract.
- 4.2 Alternatively, the contractor may opt for conversion of EMD amount into Performance Security and the balance amount shall be deposited to the corporation as Performance Security within 07 (Seven) days from the date of issue of the Work Order.
- 5.3 Performance Security Deposit and SD will not carry any interest. The performance security and SD will be discharged by the DCI and returned to the Contractor not later than thirty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract on receipt of "**No dues No claim**" from the Contractor.

5. **Insurance**

- 5.1 The Contractor should insure against liabilities for death or injury to any person or loss or damage to any property arising out of the performance of the contract (Third Party Insurance).
- 5.2 The Contractor should insure 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)
- 5.3 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.

Signature of Contractor with seal

- 5.4 The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurance at all times.
- 5.5 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.
- 5.6 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

6. Payments

- 6.1 The Contractor's request(s) for payment shall be made to the Project Manager, DCIL where the vessel is deployed or to the DCI Representative as instructed from time to time, in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.
- 6.2 The Bill for Services rendered will be scrutinised by Project Manager, DCIL and forward the same to DCILH.O. for releasing payment through NEFT/RTGS as per practice in vogue. No cash payment or advance will be payable to the contractor. The work done certificate/trip sheet/logbook shall be certified by Site-In-Charge or the person nominated by Project Manager, the payment will be made only for services provided as per work order Rates. Payment shall be made within 30 (Thirty) days of submission of an invoice/claim by the Contractor complete in all respects.
- 6.3 Daily Attendance sheet/logbook is to be maintained by the contractor for the payment of services provided and the same to be certified by DCI representative on daily basis and must be submitted along with the monthly invoice, which will form the basis for payment.
- 6.4 The details of wages paid and statutory recoveries like PF and other statutory recoveries of the crew/workers should be indicated in the wage slip and same must be attached to the Bill. Payment for the crew/workers should not be less than the minimum wages paid at the place of working. However the proof of payment of statutory recoveries like PF should be submitted later periodically. (Quarterly payment).
- 6.5 **Security Deposit** of 5% shall be deducted from each Running Bill and same shall be refunded with in the two months timeafter completion of contract upon submission of "No Dues No Claims" Certificate from Contractor.

7. Change Orders

- 7.1 The DCI may at any time, by a written order give to the Contractor, make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 7.2 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, 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

Signature of Contractor with seal

under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the DCI's change order.

8. Contract Amendments

Pursuant to Clause No. 7 of GCC, No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

9. 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.

10. Delay in the Contractor's Performance

10.1 The performance of services shall be made by the Contractor in accordance with the time schedule prescribed by the DCI.

10.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the DCI shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

11. Liquidated Damages

In case of any delay/ non-supply of required labour within specified time, proportionate deductions shall be levied for the delayed period in days on the contractor by DCI on pro-rata basis per labour per day per shift subject to maximum of 10% of the contract value.

12. Termination for Default

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 for the reasons attributed such as:

12.1 If the Contractor fails to provide the service within stipulated time or within any extension thereof granted by the DCI (or)

12.2 If the Contractor fails to submit Performance Security or execute Contract Agreement as per the conditions of tender. (or)

12.3 If the Contractor fails to perform any other obligation(s) under the Contract.

12.4 If the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practice in pursuant with Clause No. 30 of ITB in executing the Contract.

12.5 In the event the DCI terminates the Contract in whole or in part, 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 to perform the Contract to the extent not terminated.

13. Force Majeure

Signature of Contractor with seal

- 13.1 Notwithstanding the provisions of GCC Clauses 10, 11, & 12, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 13.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes.
- 13.3 If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. 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.

15. Termination for Convenience

The DCI may, by written notice sent to the Contractor, terminate the Contract, 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 02 (Two) days will be given.

16. Settlement of Disputes/ Arbitration Clause

- 16.1. In case of dispute between DCI and Contractor, the issue will be referred to the Director (Operations & Technical)/ Managing Director, Dredging Corporation of India Limited and the decision of Director (Operations & Technical)/ 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 and instructions concerning the works or the execution or failure to execute the same arising during the course of work. 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 Director (Operations & Technical) / Managing Director.
- 16.2. 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 or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by

Signature of Contractor with seal

Chairman/ 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.

- 16.3. 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 re-enactment thereof. 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.

17. Limitation of Liability

Except in cases of negligence or wilful misconduct, the Contractor shall not be liable to DCI, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DCI

18. 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.

19. Applicable Law

The Contract shall be interpreted in accordance with the laws of India.

20. Compliance with Statutory Requirement

- 20.1 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 Indian Workmen's 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, I.V. Act (Inland Vessels 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 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, 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.

Signature of Contractor with seal

- 20.2 The bidder shall process an independent PF Code number obtained from the concerned PF Commissioner and submit the photocopy of the same along with the tender. If the same is not submitted with the tender the bidder shall obtain the same and produce to DCI before the issue of the work order.
- 20.3 A Certificate from the Regional Provident Fund Commissioner (RPFC) shall be furnished by the contractor stating that PF has been deducted from the employees and remitted to the concerned RPF Commissioner along with PF Number before releasing any payment to the Contractor. If the contractor fails to adhere to this condition DCI shall deduct 25.61% and may vary as per Govt. rates from time to time, namely
- (i) Contribution of the worker - 12%
 - (ii) Matching contribution of the Employer - 12%
 - (iii) Inspection charges payable to RPFC - 1.61%
- of labour component value from the bill and remit the amount to DCILECPF Fund.

21. Taxes and Duties

- 21.1 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.
- 21.2 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.

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

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 Shipping, Government of India”. The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives, if any, who are employed in DCI.

24. Undertaking certificate

The tenderer shall enclose a certificate that the Contractor had 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 PC Act in connection with the bid.

25. Litigation certificate

The Contractor shall enclose a certificate that they did not have any current litigation with any party/firms. If he/she is in current litigation with any party/firms, the Contractor shall enclose the same along with this tender.

Signature of Contractor with seal

26. Notices

Any notice given by the party, pursuant to the Contract shall be sent in writing/telegram/fax/cable/E-mail to the address. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Jt.General Manager (Ops)/HOD,

Dredging Corporation of India Limited,

'Dredge House', Port Area, Visakhapatnam-530001.

E-mail: svprasad@dcil.co.in/ nksiem@dcil.co.in/hodops@dcil.co.in

Signature of Contractor with seal

SPECIAL CONDITIONS OF CONTRACT**(SCC)**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

SCOPE OF WORK:

1. Dredging Corporation of India Limited is carrying out Dredging at **VOC Port Tuticorin** by deploying DCI Dredgers(s) and Ancillary crafts. In this connection, the Corporation desires to hire unskilled labour for onboard dredger works, for laying, assembling, maintenance, dismantling of Shore/Floating pipeline, survey, diving and other project connected works at **VOC Port Tuticorin**.
2. As per discretion of PO, Tuticorin the labour will be engaged on as and when required basis as per site requirement.
3. The contractor or his authorized representative should be present at the site to take instructions from Site In-Charge from time to time and comply with the instructions then and there.
4. To attend the above works, the required number of labour will be informed from time to time by Project Manager or his authorized representative. However, the exact number of workmen to be engaged per shift may vary depend upon the requirement. Site-In-Charge will inform the requirement of man power 24 Hrs in advance. The number of shifts and workmen to be operated will be at the sole discretion of Project Manager. It may be one/two or three shifts as required.
5. The Contractor should be in position to supply labour to attend emergency works in 12 Hrs.notice and he should make good, within the least possible time so as not to hamper dredging operations and to avoid loss to the corporation. The Contractor should therefore be in a position to mobilize up to about 15 to 20 persons to carry out emergency pipeline/Dredging/Survey/other works as and when required basis.
6. Towards transportation of materials/equipment required for maintenance work from site office to work place will be arranged by DCI.
7. If the labour supplied by the Contractor is incapable and incompetent or fails to execute the assigned works as instructed by Project Manager or his authorised representative, then the Contractor has replace the concerned labour with immediate effect.
8. Extending the pipeline at discharge end, disconnection the floating pipeline/shore pipeline etc., should be done in the shortest time. The required tools/equipment will be supplied by DCI for assembling the floating pipeline/shore pipeline and maintenance before commencement of the work and all the tools are to be returned on completion the work to the Site-In-charge. The contractor is responsible for loss of tools and cost of the same will be recovered from the contractor's running bill or final bill or any dues to the contractor.

Signature of Contractor with seal

9. If there is any leakage at the joints of floating pipeline/shore pipeline, the leakages should be arrested by means of changing gasket and tightening bolts and nuts as required and directed by the site-in-charge. Collecting and greasing of bolts, nuts, washers, rubber gaskets removed by dismantling the pipes and to clean & keep them ready for further use.
10. Claim made on account of any variation in conditions and insufficiency of the above data shall not be entertained.
11. As the dredging operations to be carried out round the clock on all days including Sundays and Holidays, Contractor will have to supply labour to the Site/Dredger on Corporation's requisition irrespective of Sundays & holidays and irrespective of weather and sea conditions, at the rates quoted by the contractor and accepted by the corporation.
12. The Contractor should ensure that all the Port rules are duly observed and strictly complied with. The Contractor will be responsible for any loss or damage caused to the labour, DCI personnel and the third party and shall indemnify the corporation and VOC Port, Tuticorin from any claims of such damages.
13. After issuing work order the contractor shall be informed about the time of supply of laborers 24 hours in advance and the contractor shall keep the labour ready as required.
14. The contractor has to make his own arrangements for transporting his own workmen to various work sites for attending above works at different places and back, also to take care of the welfare requirements of his workmen during their working hours. It is the responsibility of contractor to see that workmen are present at site for 8 hrs with work adjustment for lunch/tea break for half-an-hour.
15. The contractor has to make his own arrangements to provide a rest shed for the stay of his workmen, DCI personnel and VOC Port, Tuticorin personnel at working site at his own cost and rental charges if any for the site occupied has to be borne by the Contractor. However, DCI will arrange allotment of Site wherever it is possible.
16. The Contractor has to make his own arrangements to provide his workmen with entry passes from Port of VOC Tuticorin, rain coats, safety shoes, helmets, drinking water and basic amenities and other protective gears during the working hours for smooth and safe functioning of the work.
17. In case of any breakdown or repairs to dredger or any other stoppage and unforeseen contingencies, the contractor shall be given 24 hrs notices for withdrawal of his workmen. This period will be treated as suspension of work and no payment or claims whatsoever will be admitted for suspension of work on "no work no pay" basis.
18. The contractor shall be responsible for the delays in work caused by the workmen intentionally go slow tactics and militant behavior of the workmen and such delays and stoppage of work shall be reckoned as absence of workmen.
19. DCI has the right to execute the works of whatever nature through any other agency and means in view of urgency and the Contractor/Workmen shall have no claim and such claim cannot be entertained by DCI Ltd.
20. The labour shall behave and perform their duties in a decent way without any quarrel since the work site is restricted places like Port, etc., In case any of them found not suitable, same

Signature of Contractor with seal

- person(s) shall be replaced immediately as per the directions of Project Manager/Site-in-charge.
21. The Contractor's workmen or employees shall under no circumstances be deemed to be DCI Employee(s) and the Contractor should hold himself full responsible for any which they or their heirs or dependents or representatives may have or make for damage or compensation for anything done or committed to be done in the course of carrying out the work whether arising on DCI premises or elsewhere.
 22. The Contractor shall supply workmen preferable who has having past experience in working on board Dredgers/Vessels and nature of the work. The workmen shall report to the Site-In-Charge at correct time and on completion of work shall disembark/get down from the Dredger/Vessels without any disturbance to the Dredging operations and staff.
 23. The Contractor should furnish the daily report of attendance in each shift to the Site-In-Charge without fail. The Contractor should acquaint himself with the work and working conditions of the site and locality and places of the work before quoting the rates and no claim will be entertained on this issue at a later date.
 24. Payment shall be made for the actual number of days the labour engaged including Sundays and holidays. No charges shall be paid for the period of non-engagement of labour.
 25. The Security Deposit recovered from the running bills shall be released to the contractor only after successful completion of the contract and on production of "No dues Certificate".

26 Performance Security

- 26.1 Within Seven (07) days after receipt of work order for the contract, the Contractor shall furnish Performance Security to the DCI in the amount specified in the General Conditions of Contract.
- 26.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 26.3 A sum equal to 10% of the contract as indicated in the work order shall be deposited by the contractor as Performance Security Deposit with DCI as per Performa at Annexure enclosed. Alternatively, EMD can be converted as part of the Performance Security Deposit and balance of 10% of the amount on agreed contract value shall be deposited by the contractor by E-Payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank in India as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Proforma at Annexure enclosed. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager.
- 26.4 The BG submitted against performance security will be valid for 60 days beyond the contract period and the same will be discharged by the DCI 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, clearance of final bill, under the Contract.
- 26.5 The successful Bidder's earnest money deposit will be discharged upon the Bidder signing the contract, pursuant to GCC Clause 3.2 and furnishing the performance security, pursuant to GCC Clause No.4.

Signature of Contractor with seal

SAMPLE FORMS

Notes on Sample Forms:

1. The Bid Form duly filled in should be submitted along with Techno-Commercial Bid(*Cover A*).
2. The Price Schedule shall be submitted only along with *Price Bid (Cover B)*.
3. The Contract Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections, acceptable deviations etc.
4. The Performance Security form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.
5. The Certificate for Employment of relatives duly filled in should be submitted along with Techno-Commercial Bid (*Cover A*).
6. The Certificate for Undertakingduly filled in should be submitted along with Techno-Commercial Bid (*Cover A*).
7. The Certificate for Litigationduly filled in should be submitted along with Techno-Commercial Bid (*Cover A*).
8. The details (PAN, GST, Bank Details etc.) of the bidder along with the supporting documents should be submitted with Techno-Commercial Bid (*Cover A*).

Signature of Contractor with seal

1. Bid Form

Date: _____

To
 The Dredging Corporation of India Limited,
 'Dredge House', Port Area,
 Visakhapatnam – 530 001.

Gentlemen:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *as per scope of work* in conformity with the said bidding documents for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices submitted separately as a Price Bid and made part of this Bid.

We undertake, if our Bid is accepted, to provide the services in accordance with the schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as specified in the bidding documents.

Dated this _____ day of _____ 2019.

[Signature]_____
[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Signature of Contractor with seal

2. **Price Schedule****Price Bid**

Name of the Work: Supply of Unskilled Labourers for attending onboard Dredger(s)/Crafts, pipeline and other project works on as and when required basis at VOC Port, Tuticorin-Reg..

Sl. #	Description	Unit	Qty (Shifts)	Rate/unit (Rs.)	Amount (Rs.) in figures and words
1.	Charges for Supply of Unskilled Labour on shift basis for 8 Hour working per shift, including all complete excluding GST.	Per Head per shift of 8 Hrs.	3600Nos.		
2.	Engaging unskilled labour Over Time basis per labour per hour including all etc., complete excluding of GST.	Per Hour per Labour	300 Hours.		

Note: The above quantity may change as per the site requirements.

Signature of Contractor with seal

3. Form of Contract Agreement

This agreement made on ___ day of ___ between **M/s.DREDGING CORPORATION OF INDIA LIMITED**, a body under the Companies Act, 1956, having its Head Office at Dredge House, Port Area, Visakhapatnam – 530 001, Andhra Pradesh, INDIA (hereinafter called “the EMPLOYER”, which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office”) of the one part and _____ (Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part, whereas the “Employer” is desirous to avail the work for “**Supply of Unskilled Labourers for attending onboard Dredger(s)/Crafts, pipeline and other project works on as and when required basis at VOC Port, Tuticorin**” and the Contractor has offered to execute the work of “**Supply of Unskilled Labourers for attending onboard Dredger(s)/Crafts, pipeline and other project works on as and when required basis at VOC Port, Tuticorin**” and whereas the CONTRACTOR has deposited a sum of Rs. _____ as Performance Security in the form of _____ for the due fulfillment of all the Conditions of the Contract:

Now this agreement witnesseth as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - The Contract Agreement.
 - The Tender submitted by the Contractor.
 - Instructions to Tenderer.
 - Conditions of Contract.
 - Specification for the Works.
 - Price Bid.
 - Work order vide ref. no. _____ dated _____
 - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the “Contract Price” of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

Signature of Contractor with seal

IN WITNESS whereof the parties hereunto have set their hands and seals the day and year first above written.

CONTRACTOR

EMPLOYER

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Seal :

Seal :

In the presence of Witness

Signature :

Signature :

Name & Address :

Name & Address :

Signature of Contractor with seal

4. Form of Bank Guarantee
(In Lieu of Performance Security)

Bank Guarantee No.:

Date:

To

The Dredging Corporation of India Limited,
 'Dredge House', Port Area,
 Visakhapatnam – 530 001.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A&2B, Laxmi Nagar District Center, DELHI – 110 091, 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 dated _____ made between DCI and Contractor for **"Supply of Unskilled Labourers for attending onboard Dredger(s)/Crafts, pipeline and other project works on as and when required basis at VOC Port, Tuticorin"** (herein after called the said "Agreement"), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for(Rupees.....
Only),

1. Wehereinafter referred (*indicate name of the Bank*) 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 name of Bank*) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI 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).

Signature of Contractor with seal

3. We(*indicate name of Bank*) 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 (*indicate name of the Bank*) further 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, we shall be discharged from all liability under this guarantee thereafter.
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, (*indicate name of the Bank*) lastly undertake not to 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 of2019.

Signature of Contractor with seal

5. Proforma for Employment of Relatives

Date:

To
The General Manager (Ops),
The Dredging Corporation of India Limited,
'Dredge House', Port Area,
Visakhapatnam – 530 001.

Sir,

Sub: Supply of Unskilled Labourers for attending onboard Dredger(s)/Crafts, pipeline and other project works on as and when required basis at VOC Port, Tuticorin–Reg.

With reference to your Tender No.: DCI/OPS/VOCP/Labour/2019 dated 08.04.2019 and as per Clause No. 23 of GCC, 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'

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 is given below:

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

Thanking you,

Yours faithfully,

*Strike out whichever is not applicable.

Signature of Contractor with seal

6. Proforma for Undertaking

Date:

To
The General Manager (Ops),
The Dredging Corporation of India Limited,
'Dredge House', Port Area,
Visakhapatnam – 530 001.

Sir,

**Sub: Supply of Unskilled Labourers for attending onboard Dredger(s)/Crafts,
pipeline and other project works on as and when required basis at VOC Port,
Tuticorin–Reg.**

With reference to your Tender No.: DCI/ OPS/VOCP/Labour/2019 dated 08.04.2019 and as per Clause No. 24 of GCC, 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,

As per Clause No. 24 of GCC, 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,

Signature of Contractor with seal

7. Proforma for Litigation

Date:

To
The General Manager (Ops),
The Dredging Corporation of India Limited,
'Dredge House', Port Area,
Visakhapatnam – 530 001.

Sir,

**Sub: Supply of Unskilled Labourers for attending onboard Dredger(s)/Crafts,
pipeline and other project works on as and when required basis at VOC
Port, Tuticorin–Reg.**

With reference to your Tender No.: DCI/ OPS/VOCP/Labour/2019 dated 08.04.2019 and as per Clause No. 25 of GCC, we hereby certified that, we do not have any current litigation with any party/ firms.

'OR'

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

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

Thanking you,

Yours faithfully,

*Strike out whichever is not applicable.

Signature of Contractor with seal

8. Vendor Form

1. Vendor 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 :

Signature of Contractor with seal

Checklist for Techno-Commercial & Price Bid**TECHNO-COMMERCIAL:**

1. Cost of tender document payment details
2. Earnest Money Deposit (EMD) details
3. Duly filled and signed Bid Form
4. A list of works tendered for and in hand/being executed as on the date of submission of tender. (If any)
5. Documentary evidence of similar works carried out previously established in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. Copies of Authentic performance certificates such as Work Order/ Agreement/Work Completion Certificate obtained from the client indicating the bidder has carried out similar works successfully to be produced to establish the credibility mentioning total value of work and period of completion of work.
6. Copies of original valid Labour License issued by the Asst. Labour Commissioner.
7. A detailed list of unskilled labour maintained by the Contractor and proposed to be deployed.
8. Audited balance sheet for the last three years ending 31st March'2018.
9. PAN Number issued by Income Tax Authorities.
10. GST Registration Number.
11. Bank Details along with 'Cancelled Cheque.
12. Registration with provident fund authorities.
13. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
14. Copies of original document defining place of registration and principal place of business of the company or partnership.
15. Certificate for relatives in accordance with Clause No. 23 of GCC.
16. Undertaking certificate in accordance with Clause No. 24 of GCC.
17. Information regarding any current litigation in which the tenderer is involved in accordance with Clause No. 25 of GCC.
18. Vendor Registration Form.
19. Downloaded Tender Document duly signed on all the pages by tenderer.

PRICE BID:

1. Price Schedule (Schedule of Quantities)

Signature of Contractor with seal