

**DREDGING CORPORATION OF INDIA LIMITED**  
(A Government of India Undertaking)  
**“DREDGE HOUSE”, Port Area**  
**VISAKHAPATNAM**

**TENDER**

**FOR**

**CONDUCTING BATHYMETRIC SURVEY FOR DREDGING IN VANAKBARA CREEK,  
APPROACHES TO DIU AND DAMAN APPROACH CHANNELS**

**TENDER ISSUED TO**

**M/s.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL MANAGER (OPS),  
DREDGING CORPORATION OF INDIA LTD.,  
VISAKHAPATNAM.**

Contractor

**DREDGING CORPORATION OF INDIA LIMITED**  
**“DREDGE HOUSE”, Port Area**  
**VISAKHAPATNAM**

DCI/OPS/Daman-Diu/Bathymetry/2015

Date: 19-03-2015

**SECTION-I**  
**(NOTICE INVITING TENDER)**

Sealed Tenders are invited in two covers system (i.e.) Cover-A “Techno-Commercial Bid”, Cover-B “Price Bid” by DREDGING CORPORATION OF INDIA LIMITED, DCI HEAD OFFICE, Visakhapatnam from experienced parties for “Conducting bathymetric survey for dredging in Vanakbara creek, approaches to Diu and Daman approach channels ”.

1. Name of Works : Conducting bathymetric survey for dredging in Vanakbara creek, Approaches to Diu and Daman approach channels.
2. Period of Contract : 45 days (excluding mobilization period which is 10days from the date of placing of Work Order) (Extendable at the discretion of DCI).
3. Earnest Money Deposit : Rs 17,000/- (Rupees seventeen thousand only) by way of Demand draft / Bank Guarantee
4. Issue of Tenders : 19-03-2015 to 01-04-2015 up to 1700 Hrs from the Office of GM(OPS), DCIL HO, DREDGE HOUSE, VSKP -01
5. Last date of receipt of Tenders : 02-04-2015 up to 1500 Hrs in the Office of GM(OPS), DCIL HO, DREDGE HOUSE, VSKP -01
6. Opening of Techno-Commercial Bids : 02-04-2015 at 1530 Hrs in the Office GM(OPS), DCIL HO, DREDGE HOUSE, VSKP -01
7. Cost of Tender Documents : Rs. 290/- (Rupees two hundred and ninety only) (Non-refundable) by way of Demand Draft only

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**Pre-Qualification Criteria:**

**I. Technical**

The survey organization/firm should have the following:

1. Should own or hire suitable vessel for conducting bathymetric surveys in the tidal environment at Daman & Diu. The survey vessel should have DGPS, Echo sounder equivalent to Deso 25/30, Automatic Radio Tide gauges, Heave, Pitch & Roll sensor, Printers / plotters etc.
2. The above survey items should be integrated with Automatic data acquisition system HYPACK MAX software for conducting surveys and
3. Qualified personnel capable of conducting bathymetric surveys and interpret the generated data during post processing and preparation of charts.

**II. Financial**

1. Experience of having successfully completed similar works 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:
  - i. Three similar completed works each costing not less than the amount of Rs. 3.39 Lakhs OR
  - ii. Two similar completed works each costing not less than the amount of Rs. 4.24 Lakhs OR
  - iii. One similar completed work costing not less than the amount of Rs. 6.78 Lakhs.
2. Average Annual financial turn over during the last 3 years ending 31<sup>st</sup> March 2014 should be at least Rs. 2.54 Lakhs

Interested eligible Tenderers may obtain the Tender documents at the office of:

GENERAL MANAGER (OPS)  
DREDGING CORPORATION OF INDIA LTD.  
"DREDGE HOUSE", PORT AREA,  
VISAKHAPATNAM-530 001.  
ANDHRA PRADESH (INDIA)  
TELEPHONE NO. 0891- 2871299, 2529840  
FAX: 0891 – 2550851, 2560581, 2565920  
E – MAIL ID: [hodops@dcil.gov.in](mailto:hodops@dcil.gov.in)

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The detailed NIT and complete Tender Document is hosted on website [www.tenders.gov.in](http://www.tenders.gov.in), [www.dredge-india.com](http://www.dredge-india.com), [www.dcitendersonline.com](http://www.dcitendersonline.com), [www.daman.nic.in](http://www.daman.nic.in) and [www.diu.nic.in](http://www.diu.nic.in), interested parties may visit the same. The blank proposal document can also be down loaded from our Website. In such a case, downloaded document is required to be registered by forwarding a request letter to DCI Ltd., indicating their expression of interest of participation in bidding, credentials of experience, PAN Number if allotted and enclosing cost of tender document as said above, so as to reach DCI Ltd., before the closing date as afore said, through an authorized person/agent/or by Registered Post/Speed Post/Courier. Tender document may be collected personally by submitting Demand Draft (DD) of Rs.290.00 (Rupees two hundred and ninety only) or Rs.390.00 (Rupees three hundred and ninety only), if it is to be delivered by post. The DD shall be drawn in favour of Dredging Corporation of India Limited, payable at 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.

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. Accept the tender in whole or part.
5. Reject the tender received with counter conditions.

**GENERAL MANAGER (OPS)**

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**SECTION II**  
**INSTRUCTIONS TO BIDDERS**  
**(ITB)**

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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 parties who satisfy the conditions stipulated in the bid document.
- 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 31.1

**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. The 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) Technical Specifications
  - e) Sample Forms containing the following:

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- Bid Form
- Price Schedules
- Proforma For Bank Guarantee for Earnest Money Deposit
- Performance Security Form
- Pre 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 every respect 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 of the bidding documents may notify the DCI in writing or by fax / telex at the DCI's address indicated in the Invitation for Bid. The DCI will respond in writing to any request for clarification of the bidding documents, which it receives no later than seven (7) days prior to the deadline for the submission of bids prescribed in ITB Clause 17. Written copies of the DCI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

#### 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 will be placed on websites only. Respective bidders are requested to see the web site accordingly.
- 5.3 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 pleasure, 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.

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## 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 **except** the Price Schedule completed in accordance with ITB Clause 8

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 equipments available with the tenderer and which are 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 and profit and loss account for the last three years ending 31<sup>st</sup> March’2014.

7.2.5 Earnest money deposit in the form of Demand Draft/ Bank Guarantee furnished in accordance with ITB Clause 12.

7.2.6 Registration with Provident Fund Authorities

7.2.7 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document and signed blank copy of Price format.

7.2.8 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.

7.2.9 Copies of original certificates of registration etc., of the sea worthy boat which is proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the said boat, equipments, Crew and Third Party issued by concerned authority.

7.2.10 Copy of clear title of the ownership of the sea worthy boat/dinghy boat, If the tenderer is not the owner of the Boat/Boats, necessary documents in support of the authorization or lease granted by the owner of the said Boat to the tenderer to offer and operate the mechanized steel hull Boat by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.

7.2.11 Proof of regulatory Compliance for operating in waters of Daman and Diu or any other Rules and Regulations in force.

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7.2.12 PAN Number issued by Income Tax Authorities and Bank account details.

7.2.13 Service Tax Registration Number

7.2.14 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 Surface Transport, 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)**.

7.2.15 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 PC Act in connection with the bid. **(Annexure-III)**

7.2.16 The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid. **(Annexure-III)**

7.2.17 Details of Bank Account for Electronic Transfer of payments **(Annexure-IV)**

7.2.18 Check list for Techno-Commercial Bid

7.2.19 Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer. DCI reserves its right to seek any other details documents to ascertain the competence of the tenderer. Suitability of the boat as per tender conditions will be decided by Committee appointed to inspect the boat(s) offered. As per Committee report, if Boat 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.

7.2.20 The tenderer should indemnify DCI against all damages and accident occurring to their labour.

7.2.21 Information regarding any current litigation in which the tenderer is involved **(Annexure-I)**

7.2.22 Managerial & supervising set up to carry out the scheduled works and acting liaison with DCI representatives

7.2.23 Signed blank copy of price format.

7.2.24 A detailed deployment planning for the Tendered work including repair and maintenance of the vessel.

7.2.25 A separate letter addressing to General Manager (OPS), confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document.

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8. Bid Form

- 8.1 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 and enclose the same in the cover containing the “Techno-Commercial Bid” - (Cover A) and properly sealed.

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 include it **in the cover containing the “Price Bid” - (Cover B) and properly sealed.**
- 9.2 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.

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 as per NIT to perform the contract if its bid is accepted.

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

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, the Earnest Money Deposit by the way of **Demand Draft** for an amount of **Rs. 17,000/-**(Rupees seventeen thousand only) drawn in favour of Dredging Corporation of India Limited payable at Visakhapatnam from any Scheduled or Nationalized Indian Bank or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank. The same should be attached with the tender and placed in “Cover-A”. 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 a Demand Draft or a bank guarantee issued shall be valid for sixty (60) 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 21.
- 12.5 Unsuccessful bidders' earnest money deposit will be discharged or returned as promptly as possible, but not later than sixty (60) days after the expiration 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 duplicate of work order in accordance with ITB Clause 29; or
    - ii. To furnish performance security in accordance with ITB Clause 30.

13. Period of Validity of Bids

- 13.1 The Tenderer should keep open the validity of the Bid for 180 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 days in case a request in writing or by Telegram / Fax by DCI is made before the expiry of the initial validity period of 180 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.
- 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.
- 13.3 The Tenderer shall carefully examine the Conditions of Contract, Scope of Work, Instructions to Tenderer, the Specifications etc. He shall visit and inspect the site on his own responsibility and cost and thoroughly acquaint himself with all local conditions, concerning materials, labour, and approach to site, working and environment conditions for the purpose of making the Tender. All costs, charges and expenses that may be incurred by the Tenderer in connection with such visit and

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inspection and for the submission of Tender shall be borne by him and the corporation accepts no liability what so ever therefore.

**14. Format and Signing of Bid**

- 14.1 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.
- 14.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

**D. Submission of Bids**

**15. Sealing and Marking of Bids**

- 15.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words - Cover-A “Techno-Commercial Bid” for the work “Conducting bathymetric survey for dredging in VANAKBARA creek, approaches to Diu and Daman approach channels ” and shall be submitted on or before 1500 hrs on 02-04-2015
- 15.2 The Price Bid(Cover B) containing only tendered amount is required to be put in another sealed cover superscribed with the words – Cover-B “Price Bid” for the work “Conducting bathymetric survey for dredging in Vanakbara creek, approaches to Diu and Daman approach channels ” and shall be submitted on or before 1500 hrs on 02-04-2015
- 15.3 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 again in an another separate main sealed cover super scribed with the words** ““Conducting bathymetric survey for dredging in Vanakbara creek, approaches to Diu and Daman approach channels” to be submitted to the GM (OPS), Operations Department, Dredging Corporation of India Limited, ‘Dredge House’, Port Area, Visakhapatnam-53 0001 on or before 1500 Hrs 02-04-2015
- 15.4 If the outer cover is not sealed and marked as required by ITB Clause 15.3, the DCI will assume no responsibility for the bid’s misplacement or premature opening.

**16. Deadline for Submission of Bids**

- 16.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) Cl.no.15.3, not later than the time and date specified therein.

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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 specified time on the next working day.

- 16.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, 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.

17. Late Bids: Any bid received by DCI after the deadline for submission of bids prescribed by the DCI pursuant to ITB Clause 16 due to reason as mentioned in 16.1 will be rejected and returned unopened to the Bidder.

18. Modification of Bids

- 18.1 The Bidder cannot modify or withdraw its bid after the bid's submission.

**E. Opening and Evaluation of Bids**

19. Opening of Bids by DCI

- 19.1 The DCI will open all the outer covers containing both sealed Covers A and B of the bids and the Cover A Techno-Commercial Bids only in the presence of bidders' authorized representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.

- 19.2 All the Covers "B" containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.

- 19.3 The bidders' names, bid modifications or withdrawals and the presence or absence of requisite earnest money deposit and such other details as the 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 17.

20. Clarification of Bids

- 20.1 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.

21. Preliminary Examination

- 21.1 The DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether

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the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in NIT.

- 21.2 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.
- 21.3 Prior to the detailed evaluation, pursuant to ITB Clause 22, 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), Applicable Law (GCC Clause 23), and Taxes and Duties (GCC Clause 25), Performance Security (GCC Clause 5), and Force Majeure (GCC Clause 17) will be deemed to be a material deviation. 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.
- 21.4 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.

22. Evaluation and Comparison of Bids

- 22.1 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 authorized persons or representatives who wish to be present.
- 22.2 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. The decision of the GM (OPS) DCI, Visakhapatnam will be final.

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

- 23.1 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.
- 23.2 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**

24. Post –qualification:

- 24.1 In the absence of pre-qualification, the 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.
- 24.2 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 the DCI deems necessary and appropriate.

25. Award Criteria:

Subject to ITB Clause 28, 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 27 of ITB

26. Right to Vary Period of Contract at Time of Award:

Initial contract period is for 45 days. One week before expiry of contract, DCI may by written notice intimate the Contractor to extend the contract if found required. For all extensions given by DCI, Contractor has to execute the work as per rates quoted and agreed 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 of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 2 days' notice of 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 2 days notice by the DCI, if the services of the tenderer are found to be inadequate or

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unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.

27. Right to Accept Any Bid and to Reject Any or All Bids:

27.1 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 thereby incurring any liability to the affected Bidder or Bidders.

28. Notification of Award:

28.1 Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing by registered letter or telex / fax, to be confirmed in writing by registered letter, that its bid has been accepted.

28.2 The notification of award will constitute the formation of the Contract.

28.3 Contractor has to sign a duplicate of work order and send back to DCI, HO, Visakhapatnam as a sign of acceptance of work.

29. Performance Security:

Within Ten (10) days of the receipt of notification of award from the DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract at Form V, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 29 or ITB Clause 30 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

30. Corrupt or Fraudulent Practices:

30.1 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., defines for the purposes of this provision, the terms set forth below as follows:

“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

“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;

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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;

- 30.2 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.
- 30.3 Furthermore, Bidders shall be aware of the provision stated in Clause 21.1 of the General Conditions of Contract.
- 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 item of bill of quantities, 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 All correspondences must be made to the DCI, HO even after award of work.

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**SECTION III****GENERAL CONDITIONS OF CONTRACT (GCC)****TABLE OF CLAUSES**

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**SECTION III**  
**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 (DCI).
- 1.1.2. "Chairman and Managing Director (CMD)" means the Chairman and 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.
- 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 and **named in SCC**.
- 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 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.
- 1.1.10. "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.
- 1.1.11. "Contractor" means the person or persons, firm or company whose tender / offer has been accepted by the DCI and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCI.

Contractor

- 1.1.12. "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 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" mean 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 only, also includes the plural and vice-verse where the context so requires.
- 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**

- 2.1 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**

- 3.1 The services provided under this contract shall conform to the Standards mentioned in "**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 Workmen's 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 Token of acceptance of work :**

Contractor

After receipt of work order , the contractor has to sign on the duplicate of the work order and return back to DCIL , HO Visakpatanam as a token of acceptance of work.

#### 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 correct 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 (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 laborers on a “Piece rate” basis shall not be deemed to be subletting under this clause.

#### 4.5 **Contractors’ Price is Inclusive of All Costs.**

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing sea worthy boat/ dingy boat/ labour including supervision 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 of the Boat including fuel, oil, grease, wages of crew, mobilization, demobilization port dues, wharfage/ jetty charges, payment of fees, duties taxes excluding Service tax to the appropriate authorities and other things of every kind required for the completion work.

#### 4.6 **Contractor is Responsible for safety of the Boat including men and material:**

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

#### 4.7 **Contractor to Supervise the Works**

Contractor

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.

**4.8 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 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.

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

- 4.9.1 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:
- 4.9.2 Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- 4.9.3 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.
- 4.9.4 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.
- 4.9.5 Damage / injury caused to waterway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- 4.9.6 Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway, in operating contractor's vessels equipment.

- 4.9.7 The Contractor should make his own arrangements at his cost for a suitable berth during working, non-working time, repair and maintenance, and any other purpose etc. till completion of the work.
- 4.9.8 The Boat should be adequately lit as per port rules/ Concern Authority norms and regulations and should have adequate lighting arrangements during survey.
- 4.9.9 The Survey has to be carried out as per the instructions of the General Manager or any other official of DCI office nominated by the General Manager A logbook shall be maintained by the Contractor, which shall form the basis for the payment.
- 4.9.10 The Contractor has to follow all safety regulations while carrying men / materials / equipment required for repairs if any, or any other service to ensure un-interrupted survey operations.
- 4.9.11 In the event of the breakdown / deficiency in making desired speed /condition of the deployed sea worthy Boat, the Contractor has to replace the same with immediate effect without causing any hindrance to the normal activities of bathymetric survey/ dredger or other project works. The replaced sea worthy Boat should not be changed in specifications as agreed previously. In the event the Contractor fails to make arrangement for a substitute sea worthy boat for bathymetric survey then, DCI will arrange a substitute at the risk and cost of the Contractor. No additional charges will be paid for the substitute of sea worthy Boat.
- 4.9.12 The sea worthy Boat should be available for operations round the clock.
- 4.9.13 The rate quoted by the Contractor shall include all running expenses of the Boat including fuel, oil, grease, wages of crew, mobilization and demobilization etc.
- 4.9.14 Contractor has to make arrangement of boat and vehicle for DCI officials for regular monitoring of investigation works separately at Daman and Diu

#### 4.10 **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 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.

Contractor



**4.11 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.

**5. Performance Security**

5.1 Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to the DCI in the amount specified in the Special Conditions of Contract.

5.2 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.

5.3 A sum equal to 5% of the of the contract value as indicated in work order shall be deposited by the contractor by Demand Draft 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, if any. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by DCI. If Bank Guarantee is submitted against Performance Security, it should be valid till completion of work including extended period if any.

5.4 The performance security will be discharged by the DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

**6. Insurance**

6.1. The contractor shall without limiting his obligations and responsibilities insure :

6.1.1 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(hull and machinery).

6.1.2 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).

6.1.3 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)

Contractor

- 6.1.4 The boat shall have required number of life jackets, safety devices, fenders, anchors etc. The boat along with crew and passengers upto 10 Nos. shall be insured for any mishaps.
- 6.2. 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 produced to DCI within 10 days of issue of work order without which the bills may not be accepted.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.

**7. Payment**

- 7.1 The Contractor's request(s) for payment shall be made to the General Manager, DCIL in writing, accompanied by an invoice describing, as appropriate, along with work completion certificate obtained from DCIL Site-in-charge the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 7.2 The Bill for Services rendered/payment will be made only once after completion of entire work and submission of data as desired, by General Manager, DCIL, 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 DCIL . The payment will be made only for services provided as per Price Bid/ Negotiated Rates. Payment shall be made promptly by DCIL, within 30 days of submission of an invoice/claim by the Contractor complete in all respects.

Contractor

- 7.3 The logbook is to be maintained by the contractor on daily basis for the each KM of Survey conducted and duly signed and certified by the DCIL Site In-charge. Whereas, contractor should raise his invoice based on work completion certificate from Site-in-charge along with final reports 6 hard copies and two soft copies.

**8. Prices**

- 8.1 Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid subject to Clause 3 of SCC.)

**9. Change Orders**

- 9.1 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.
- 9.2 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, 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.

**10. Contract Amendments**

- 10.1 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.

**11. Assignment**

- 11.1 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.

**12. Subcontracts**

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

**13. Delays in the Contractor's Performance**

- 13.1 The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the DCI in the Schedule of Requirements.
- 13.2 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,

Contractor

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.

13.3 Except as provided under GCC Clause 17, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

#### **14. Liquidated Damages**

Subject to GCC Clause 17, if the Contractor fails to perform the Services within the period(s) 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% per day of the contract price will be charged for delay in 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 pursuant to GCC Clause 16.

#### **15. Termination for Default**

15.1 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:

15.2 If the Contractor fails to provide the service within 15 days, or within any extension thereof granted by the DCI pursuant to GCC Clause 14; or

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

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

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

Contractor

to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition.

- 15.5 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.

**16. Force Majeure**

- 16.1 Notwithstanding the provisions of GCC Clauses 14, 15, 16 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 16.2 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.
- 16.3 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.

**17. 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.

**18. 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 2days will be given.

**19. Settlement of Disputes**

19.1 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.

19.2 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 this matter may be commenced unless such notice is given.

19.3 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.

19.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

19.5 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The DCI shall pay the Contractor any monies due to the Contractor.

**20. Limitation of Liability:**

Except in cases of negligence or willful misconduct, the Contractor shall not be liable to the 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.

**21. 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.

Contractor

**22. Applicable Law**

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

**23. 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 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 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.

**24. Taxes and Duties**

The contractor shall pay all taxes, levies, duties, etc. excluding service 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,

The Service tax will be reimbursed to the contractor subject to production of proof of payment made to the Service Tax authorities.

Contractor

**25. 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.

**26. Notices**

26.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or Fax / cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

XXXXXXXXXX

Contractor



**SECTION IV**  
**SPECIAL CONDITIONS OF CONTRACT**  
**(SCC)**

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**SECTION -IV**  
**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.

**1. SCOPE OF WORK:**

We M/s Dredging Corporation of India intend to undertake “Dredging in Vanakbara Creek approaches to Diu and Daman approach channels”. The Diu port is Minor port under Union Territory Administration located in West coast on the Arabian Sea in Saurashtra Region of Gujarat State and operating during fair weather season from 16<sup>th</sup> September to 20<sup>th</sup> May every year and average tide is around 3m.

The Vanakbara creek has to be dredged from present depths to (-) 4.0 m, approaches to Diu and Daman channels has to be dredged from present depths to (-) 5.0 m for which DCI has to conduct bathymetric surveys of the entire areas at Vanakbara creek, approaches to Diu and Daman approach channel to know the present depths available. DCI intend to employ competent firm for undertaking bathymetric surveys in the Vanakbara Creek, approaches to Diu and Daman approach channels (Key chart enclosed)

The studies for bathymetric survey for dredging at Vanakbara, Diu and Daman would be carried out parallelly ,immediately upon placing work order and should be completed not later than June 2015.(Preferably during April and June , 2015)

**Survey has to be carried out in the following areas:**

(a) Vanakbara Creek:

- i. Approx length of the channel to be surveyed: 5700 mts
- ii. Entire area to be surveyed as per drawing attached
- iii. Survey in grid of 20mX20m to be carried out in the area marked as per drawing and quantity to be dredged should be calculated by considering length of the channel 5700 mts as marked, considering width of channel as 70m and design depth of (-)4m CD. For all quantity calculations slopes should be considered as 1:4
- iv. Rest of the area covered in drawing should be surveyed in grid of 100m X100m.

(b) Diu(Diu –Ghoghla ports) approaches:

- i. Approx length of the channel to be dredged: 4050 mts
- ii. Entire area to be surveyed as per drawing attached
- iii. Survey in grid of 20mX20m to be carried out in the area marked as per drawing and quantity to be dredged should be calculated by considering length of the channel 2750 mts as marked, considering width of channel as

70m and design depth of (-)5m CD. For all quantity calculations slopes should be considered as 1:4

- iv. Rest of the area covered in drawing should be surveyed in grid of 100m X100m.

(c) Daman channel:

- i. Approx length of the channel to be dredged: 6000mts

- ii. Entire area to be surveyed as per drawing attached

- iii. Survey in grid of 20mX20m to be carried out in the area marked as per drawing and quantity to be dredged should be calculated by considering length of the channel 6000 mts as marked, considering width of channel as 70m and design depth of (-)5m CD. For all quantity calculations slopes should be considered as 1:4

- iv. Rest of the area covered in drawing should be surveyed in grid of 100m X100m.

- 1.1 All the surveys herein mentioned shall be carried out as per instructions of DCI and client.
- 1.2 Bathymetric surveys should be conducted as mentioned above in scope of work at three different areas. The survey boat shall be equipped with survey instruments as specified hereunder. The representatives of DCI and UT Administration of Daman and Diu will be onboard while carrying out surveys to jointly witness the same.
- 1.3 The tenderer should have own or hire suitable boat having a minimum speed of 5 to 6 knots for operating in all tidal conditions and capable of carrying out minimum 10 km survey in a day. Boat should be sea worthy, with draft not more than 2m. Boat supplier should have valid permission and insurance from respective authorities/port for above work, and same should be valid during the entire period of contract. Offer should include provision of engaging dingy boat for shallow depth surveys using lead line and cost towards engaging dinghy boat should be included in the quote. No additional payments will be made for engaging the dinghy boat.
- 1.4 The boat should have minimum deck space of 3 x 5 m equipped with safety gear as per Indian Mercantile act. However vessel should be able to manoeuvre at low speeds of 1 to 2 knots also.
- 1.5 Survey has to be carried out at a line interval of 20metres and sounding intervals at 20metres, in the area marked in drawing and at a line interval of 100metres and sounding intervals at 100metres rest of areas covered in drawing as detailed in scope of work.  
Before commencement of survey the DGPS should be calibrated to the specified accuracy. Echo sounder shall be checked and calibrated daily before and after survey by means of bar
- 1.6 Survey boat should be operated by competent Navigational and survey personnel and must be conversant with various locations of the working area and region during operation

Contractor

- 1.7 Bathymetric survey of Vanakbara Creek, Diu Approaches, Daman approach channel, de-mobilization, submission of reports/charts/soft copies etc all put together should be completed in 45 days.
- 1.8 Survey areas specified is only indicative and may vary +/- 10 % depending on the requirement.
- 1.9 Necessary permissions for execution of work has to be taken by the contractor at his cost, DCI will facilitate the contractor in getting permission.
- 1.10 Contractor has to make arrangement of boat and vehicle for DCI officials and client as and when required in order to visit site for regular monitoring and inspection purpose.
- 1.11 The proposed survey boat should be sea worthy and shall be able to carry out survey in all sea conditions at Vanakbara Creek, approaches to Diu and Daman approach channels. The proposed boat shall withstand moderate to rough sea conditions.
- 1.12 The proposed survey boat should be equipped with DGPS , Echo sounder equivalent to Deso 25/30 , Automatic radio tide gauges , heave roll and pitch sensor, printers , plotters etc., and qualified personnel for conducting bathymetric surveys and provide survey charts in required numbers after duly processing the above acquired data using "HYPACK MAX" processing system.
- 1.13 In case the vessel is hired, the period of hire should be on par with the period of contract and an agreement to that effect signed by the owner on stamp paper duly notarized should be produced along with the tender.
- 1.14 The tenderer should submit the technical specifications of the survey boat and survey equipment proposed to be deployed for the subject work in the technical bid.
- 1.15 All running and maintenance expenses for survey boat including crew wages, insurances , repairs , POL , spares for the survey equipment , accessories , watch and ward , jetty charges if any etc or any other expenditure for operating and maintenance etc. shall be on tenderer's account.
- 1.16 The daily hire charges of the survey boat with equipments/personnel and mobilization/demobilization charges, payment for survey work carried out etc have to be included in the item quoted as per bill of quantities. No other claims than in BOQ will be entertained at any point of time.
- 1.17 In case of breakdown/repairs of survey boat, suitable substitute survey boat with all equipments and same specifications for survey works should be arranged immediately. Unless otherwise DCI may under intimation to the party may take action deemed fit, for uninterrupted work.
- 1.18 In case of breakdown of any survey equipment, the tenderer shall forthwith replace with spare equipment of similar specifications and continue the work. For this purpose the contractor shall mobilize at no extra cost one set of complete spare back up equipment for uninterrupted survey works.
- 1.19 The tenderer must be conversant with various locations of the working areas and region during operation of survey launch.
- 1.20 The contractor shall install and operate at his own cost VHF Unit of minimum range of 10 Nm for proper communication with DCI office. For installation and usage of

Contractor

- VHF, Contractor shall obtain necessary license and permission from statutory authorities and the authorities concerned at his cost only.
- 1.21 All the certificates of the launch proposed to be deployed for the present tender shall remain valid during the entire period of contract including extended period if any.
  - 1.22 The survey has to be carried out for a maximum of 8 hrs per day, however based on requirement the survey may have to be carried out any time in a day of 24hrs irrespective of duration and the rate quoted shall be inclusive of such contingencies.
  - 1.23 The tenderer shall make own arrangements for processing, printing the processed data. The raw data should be processed immediately and handed over to DCI representative both in 2 soft and 6 hard copies.
  - 1.24 The soundings are to be taken at an accuracy of 0.10 m and reduced to chart datum. The depth/heights shall be plotted in meters and centimeters.
  - 1.25 All charts are to be prepared in the scale as directed by DCI representative. Minimum 6 copies of charts shall be submitted along with 2 soft copies (CD) for each survey.
  - 1.26 The tenderer is deemed to have inspected the areas of survey and shall have complete knowledge before tendering. The tenderer shall inspect the area of work at his own cost and thoroughly acquaint himself with the site conditions. All the costs for execution of the works deemed to have been included in the tender and no claim whatsoever in this regard shall be entertained.
  - 1.27 The tenderer shall mobilize the survey boat, equipment in operational condition and survey personnel within 10 days from the date of issue of work order. All surveys are required to be carried out following the scope of work and as per the instructions of DCI representative. The representative of DCI and UT Administration of Daman and Diu would present onboard while conducting bathymetry surveys and other surveys depending on requirement.

## **2. Performance Security**

As per GCC clause 5

## **3. Price Variation Clause**

No other price variation will be allowed for whatsoever reason during the currency of the contract and the extended period if any.

## **4. Liquidated Damages**

As per GCC 15

## **5. Settlement of Disputes (GCC Clause 20)**

The rules of procedure for arbitration proceedings pursuant to GCC Clause 20.2 shall be as follows: In the event of any dispute or difference between the Contractor and the Corporation arising out of or under these conditions or in connection with this contract shall be referred to a sole Arbitration of the person to be appointed by the Chairman & Managing Director of Dredging Corporation of India Ltd., and the decision of the Arbitrator shall be final and binding upon both the parties. Such Arbitration shall be held at Visakhapatnam and in accordance with the Indian Arbitration Act, 1996 including any Contractor

statutory modifications or reenactment thereof. The Arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award. The Arbitrator shall give reason for the award. All disputes arising out of or under the contract will be subject to the jurisdiction of the courts at Visakhapatnam only.

## **6. Compliance with Statutory Requirements (GCC Clause 23)**

### **Provident Fund Contributions:**

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.

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 25.16%, namely

- Contribution of the worker - 12%
- Matching contribution of the Employer - 12%
- Inspection charges payable to RPFC - 1.16%

of labour component value from the bill and remit the amount to DCIL ECPF Fund. The above is subject vary as per instructions of GOI from time to time.

## **7. Notices (GCC Clause 28)**

GCC 28.1—Contractor's address for notice purposes:

Decision Director shall be final

## **8. Law of the Land:**

All relevant rules and regulations and laws regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the contractor at their own cost. DCI shall be at liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules and regulations and the consequential damages are to be borne by DCI.

### **8.1 Compliance of relevant Acts, Ordinances etc.**

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under, from time to time. It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. on his part and shall keep DCI indemnified against all penalties and liabilities of any kind for non-compliance or

Contractor

infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws and Procedures etc. The contractor shall indemnify DCI against payment to be made under or for the observance of the aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures, without prejudice to his right to claim indemnity from his Sub-contractors. The aforesaid Acts, Ordinances, Rules, Regulations, By-laws and Procedures shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

## **8.2 Interpretation of Contract Documents, Disputes and Arbitration.**

In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including decision on the meaning of Specifications, Drawings & Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the breach of the contract, the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

- 8.2.1 If the contractor be dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/decision, require that the matter shall be referred to General Manager (Ops), who shall thereupon consider and give a decision.
- 8.2.2 If, however, the Contractor be still dissatisfied with the decision he would give notice to the CMD, DCI for arbitration, within 15 days after receiving such decision. Within 60 days from contractor's written notice, the CMD shall refer the matter to an Arbitrator from the panel of Arbitrators maintained by the DCI for the purpose and any such reference shall be deemed to be a submission for arbitration within the meaning of Indian Arbitration & Conciliation Act, 1996 or any statutory modification thereof.
- 8.2.3 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
- 8.2.4 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 8.2.5 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, or any amendment thereof. The Arbitrator may, if necessary extend the time for making and publishing the award, with the consent of the parties.
- 8.2.6 The venue of the arbitration shall be at Visakhapatnam. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be

Contractor

in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.

- 8.2.7 The award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act with latest amendments thereof. Arbitrator shall give a separate award in respect of each item of dispute and respective claim referred to him by each party and give reasons for the award.
- 8.2.8 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
- 8.2.9 Save as otherwise provided in the contract the provisions of the Arbitration Act, and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this clause.
- 8.2.10 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which according to him, is due or payable to the contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

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Contractor



**SECTION -V**

**TECHNICAL SPECIFICATIONS**

1. Survey launch fitted with following survey equipment is to be deployed:
  - A. Standard DGPS
  - B. Dual frequency echo sounder of approved make equivalent to Deso-25/30 or ODOM make Echo track DR 3200 with calibration equipment and dual frequency transducer and bar check plate.
  - C. Heave, Pitch and roll compensator
  - D. Data acquisition and processing system "HYPACK "
  - E. Printers and plotters
  - F. VHF
  - G. Lead line
  - H. Tidal observatory arrangements
2. The sea worthy launch proposed for survey should have minimum speed of 5 to 6 knots and minimum deck space of 3 x 5 m equipped with safety gear as per Indian Mercantile act. However vessel should be able to maneuver at low speeds of 1 to 2 knots also. The boat should have ample space to provide day accommodation for representatives of DCI and for authorities of UT Administration of Daman and Diu, besides normal crew. Wheel house shall be air conditioned. All electronic equipments and computer based equipment should have compatibility to the other equipments.
3. At the start of each survey DGPS has to be calibrated to the specified accuracy. To this effect the tenderer shall establish a fixed point (or fixed point) with known co-ordinates such that the survey boat can easily be positioned with the transducer of the echo sounder always in same position relative to the calibration point.
4. Echo sounder(s) shall be checked and calibrated daily before and after the survey by means of bar suspended at a known distance below the water surface. The echo sounder should maintain a repeatable accuracy of better than 10 cm.
5. The tenderer shall install and maintain temporary tide gauges at approved locations close to the various surveying areas. These tide gauges shall be placed and calibrated at least once in 15days.
6. Before mobilization of boat and commencement of the surveys the tenderer should submit his program of work and the details of equipment proposed to be utilized for the survey for the approval of DCI.
7. The tenderer shall arrange for inspection and trial run of the proposed survey boat along with relevant documents by the committee of DCI at his cost as and when asked by DCI and all other related expenses shall be borne by the tenderer. The place where

Contractor

the boat is stationed is also to be indicated in the tender for inspection. The tenderers having only such technically qualified boat shall be considered for opening of price bid.

8. The survey boat should be in good condition and shall be able to navigate with required speed at all times during the survey period in all weather conditions at Vanakbara creek, approaches to Diu and Daman approach channels .
9. The survey boat should be operated by competent Navigational personnel and survey personnel.
10. The area proposed for survey is subjected to tidal variations. The tenderer should setup/establish the tide poles /recording gauges at appropriate locations for obtaining the representative variation of tide by the survey boat and give necessary corrections wherever necessary after obtaining approval of DCI.
11. The necessary shore stations if required for carrying out the surveys are to be erected by the contractor at his own cost and submit to DCI the entire survey proposal and the results for the approval for incorporating them for the surveys.
12. The survey record is the property of DCI and it should not be provided to any other agency or utilized for any purpose.

\*\*\*\*\*

**PREAMBLE TO PRICE BID**

TENDER FOR CONDUCTING BATHYMETRIC SURVEY FOR “DREDGING IN VANAKBARA CREEK, APPROACHES TO DIU AND DAMAN APPROACH CHANNELS”- REG

1. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
2. No other charges, other than those specified in the tender conditions shall be payable.
3. Overall L1 shall be taken into consideration.
4. It is mandatory to quote for each items of BOQ i.e.( I (1), I (2), II (1) & II (2) ). Bid shall not be considered for evaluation in case if any of items is left blank.

Contractor

**SECTION – VI**  
**PRICE-BID**  
**BILL OF QUANTITIES**

Sub:-Conducting Bathymetric survey for “Dredging in Vanakbara Creek, approaches to Diu and Daman channels”- Reg

I) Vanakbara Creek and Diu Approaches:

Sl. no	Description	Qty	Unit	Rate per Km	Total
1	Supply, manning and running of sea worthy boat and dinghy boat including fuel, a suitable survey vessel positioning system (DGPS) and other survey equipment and to carry out the survey in the area marked at Vanakbara Creek and Diu Approaches at a line interval of 20 meters and sounding intervals at 20m. Including personnel, travel cost of personnel, customs clearance, port charges, mobilization and demobilization of all men material, craft, processing data, preparation of charts and submission of quantity calculations etc all complete, exclusive of service tax.	54 + 63 (Vanakbara+Diu) km	Per km		
2	Supply, manning and running of sea worthy boat and dinghy boat including fuel, a suitable survey vessel positioning system (DGPS) and other survey equipment and to carry out the survey in Vanakbara Creek and Diu Approaches at a line interval of 100 meters and sounding intervals at 100m.(area covered other than marked area) including personnel, travel cost of personnel, customs clearance, port charges, mobilization and demobilization of all men material, craft, processing data, preparation of charts and submission of quantity calculations etc all complete, exclusive of service tax.	31+45km	Per km		

Contractor

II) Daman approach channel:

Sl.no.	Description	Qty	Unit	Rate per Km	Total
1	Supply, manning and running of sea worthy boat and dinghy boat including fuel, a suitable survey vessel positioning system (DGPS) and other survey equipment and to carry out the survey in the area marked at Daman approach channel in a line interval of 20 meters and sounding intervals at 20m. Including personnel, travel cost of personnel, customs clearance, port charges, mobilization and demobilization of all men material, craft, processing data, preparation of charts and submission of quantity calculations etc all complete, exclusive of service tax.	57 km	Per km		
2	Supply, manning and running of sea worthy boat and dinghy boat including fuel, a suitable survey vessel positioning system (DGPS) and other survey equipment and to carry out the survey in Daman approach channel in a line interval of 100 meters and sounding intervals at 100m (area covered other than marked area) including personnel, travel cost of personnel, customs clearance, port charges, mobilization and demobilization of all men material, craft, processing data, preparation of charts and submission of quantity calculations etc all complete, exclusive of service tax.	69 km	Per km		
	Total Amount ( I (1)+I (2)+II (1) +II (2) )				

## Note:

1. The survey charts enclosed for channel is from MPSO, Surveyed during 1979-'80 & 2008 and is only indicative.
2. Work order shall be placed on party whose total amount is overall lowest.

Contractor

**SECTION – VII**  
**SAMPLE FORMS**

Notes on the Sample Forms

The Bidder shall complete and submit with its price bid (Cover-A) the Bid Form.

The Price Schedules shall be submitted only along with the Price Bid (Cover-B).

The Proforma for Bank Guarantee for Earnest Money Deposit duly filled in should be submitted along with the Techno-Commercial Bid.

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.

The Qualification Requirements form should specify, for example, requirement for a minimum level of experience in providing services in a similar type of activity for which the Invitation for Bids is issued.

The sample forms at Annexure –I to IV should be duly filled and submitted along with the Techno-Commercial Bid.

1. Bid Form

Date: \_\_\_\_\_

To:

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

Gentlemen:

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of services] 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 \_\_\_\_\_ 2015\_\_\_\_\_.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

Contractor

2. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To

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

WHERE AS .....(hereinafter) called “the Tenderer” has submitted its tender dated .....for the execution of (name of work).....(hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 001 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:

1. If the Tenderer withdraws his Tender
  - (a) during the period of Tender validity specified in the Tender,
  - or
  - (b) Having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to sign on duplicate of work order , if required or
3. Commence the work as per the Letter of Intent 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

Contractor



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.....(Rupees .....only) and will remain in force up to 120 days from the date of opening of Second Cover / Finance Bid, 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 of .....2015

For

.....

(Indicate Name of the Bank)

Contractor

3. FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

(IN LIEU OF SECURITY DEPOSIT)

Bank Guarantee No.

Date

To

Dredging Corporation of India Limited

.....

.....

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 Contract / Work Order dated .....made 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 .....(hereinafter referred (indicate the 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 exceeding .....against 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)

Contractor

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)

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 ....., 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 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 the .....day of .....2015.

Contractor

**4. Form No 6.**

**Qualification Requirements**

(Referred to in Clause 11.2 of ITB)

A) Technical Qualification:

The bidder should furnish details as per Clause I of ITB.

B): Financial Qualification

The bidder should furnish as per Clause II of ITB.

Contractor

**DETAILS OF THE MECHANIZED SEA WORTHY BOAT PROPOSED FOR BATHYMETRIC SURVEY:**

1. Name of the Boat:
2. Name of the owner:
3. Builder's name and Address
4. Year of built:
5. Main dimensions: Length: Breadth: Depth: Draft: of sea worthy boat:
6. Model & year of manufacture of Engine. :
7. Make of Engine:
8. Horse Power of Engine:
9. Speed of sea worthy Boat (specify hull details):
10. Particulars of Registry Sea worthy boat and year of registry.
11. Single screw or twin screw:
12. (a) Carrying capacity of persons :  
(b) Carrying capacity of equipment and material:
13. Registration Certificate:
14. Communication system held in operational condition on board. :
- 15 LSA (Life Saving Appliances) FFA (Fire Fighting Appliances):
16. Place where the Boat is presently available:

NOTE: (1) If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the boat/boats should be submitted

Contractor

**SECTION – VIII**  
**CHECK LIST FOR TECHNO- COMMERCIAL BID**

1. A Bid Form except the Price Schedule
2. A list of similar works tendered for and in hand/being executed as on the date of submission of tender.
3. 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 sheet for the last three years;
  - Certificate from Employers for having successfully completed works of similar nature as per ITB Cl.1. The certificate should include the following information:
    - Brief description of the work
    - Contract amount
    - Time limit for completion
    - Whether the work has been completed within the stipulated time.
    - Whether any liquidated damages have been levied.
4. Earnest money deposit in the form of - Demand Draft or - Bank Guarantee from any Nationalized Indian Bank having its branch at Visakhapatnam.
5. PAN Number
6. Registration with Provident Fund Authorities
7. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
8. 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.
9. Information regarding any current litigation in which the tenderer is involved(Annexure-I).
10. Copies of original certificates of registration etc. of the Boat proposed to be offered to DCI including copy of the existing insurance policy covering the Boat, crew and third party.
11. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.
12. Downloaded/ Purchased Tender Document duly signed on all the pages
13. All Annexure duly filled and signed by the contractor

Contractor

**Annexure-I**

PROFORMA

Date:

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

Sir,

Sub: Tender for “Tender for conducting bathymetric survey for “Dredging in Vanakbara creek, approaches to Diu and Daman approach channels ”- reg

A. With reference to your Tender No. DCI/OPS/Daman Diu/Bathymetry/2015, Date: 19-03-2015 and as per Cl. No.7.2.12 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



**Annexure-II**

**PROFORMA**

Date:

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

Sir,

Sub: Tender for “Tender for conducting bathymetric survey for “Dredging in Vanakbara creek, approaches to Diu and Daman approach channels ”- reg

A. With reference to your Tender No. DCI/OPS/Daman Diu/Bathymetry/2015 Date: 19-03-2015 and as per Cl. No.7.2.14 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

**Annexure-III**

**PROFORMA**

Date:

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

Sir,

Sub: Tender for “Tender for conducting bathymetric survey for “Dredging in Vanakbara creek, approaches to Diu and Daman approach channels ”- reg

A. With reference to your Tender No. DCI/OPS/Daman Diu/Bathymetry/2015 , Date: 19-03-2015 and as per Cl. No.7.2.15 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.7.2.16 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

**Annexure-IV**

**PROFORMA**

Date:

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

Sir,

Sub: Tender for “Tender for conducting bathymetric survey for “Dredging in Vanakbara creek, approaches to Diu and Daman approach channels ”- Reg

With reference to your Tender No. DCI/OPS/Daman Diu/Bathymetry/2015, Date: 19-03-2015 and as per Cl. No.7.2.17 of ITB of Contract, we hereby furnished our Bank Account details for payment through E-transfer as follows:

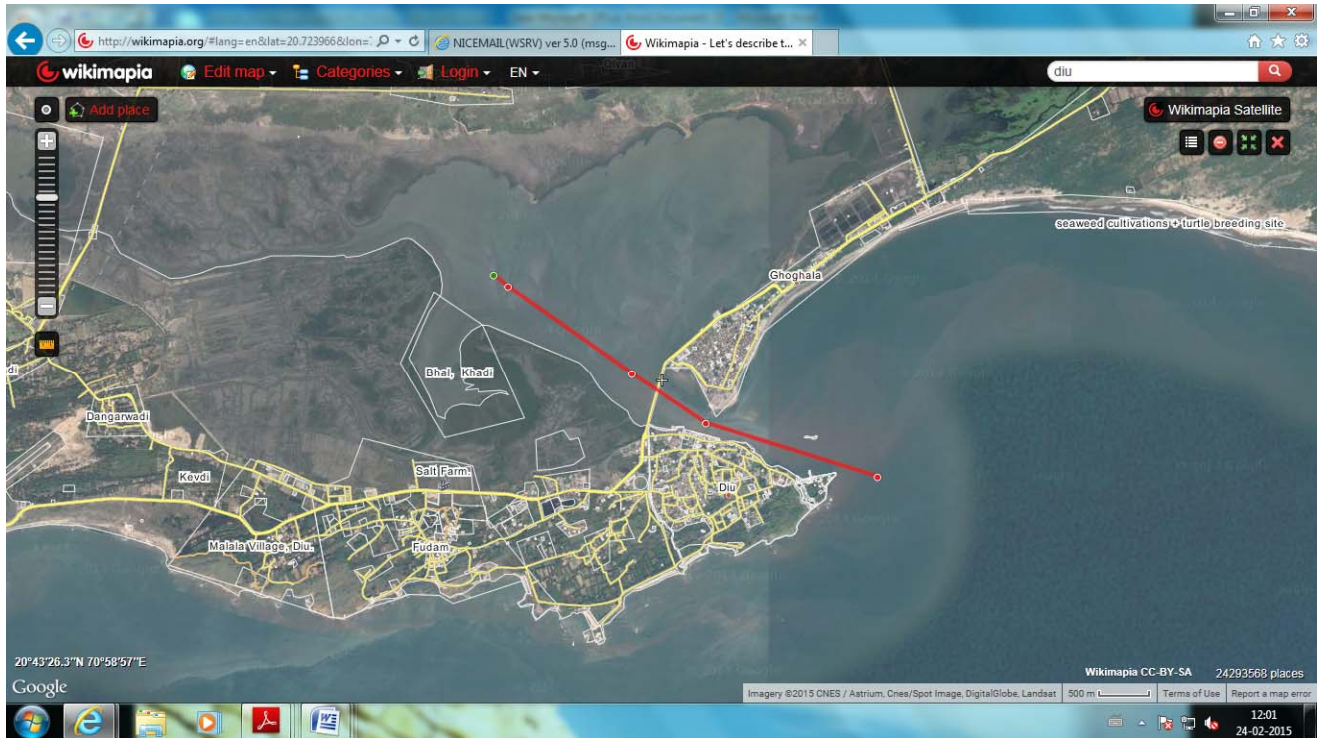
1. Name of the Firm : .....
2. Name of bank : .....
3. Name of branch : .....
4. Account No. : .....
5. IFSC No. of the Bank : .....

Thanking you,

Yours faithfully,

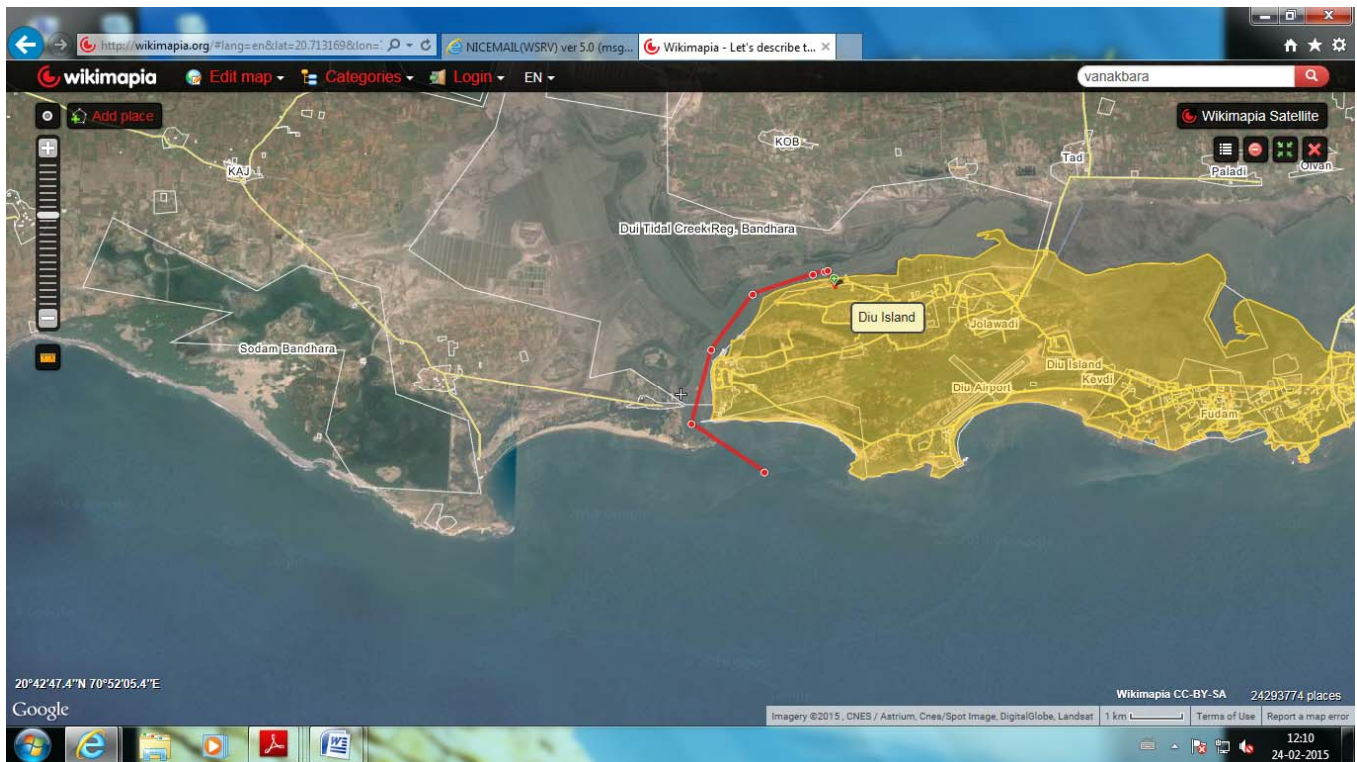
Contractor

## **INDICATIVE DRAWINGS**



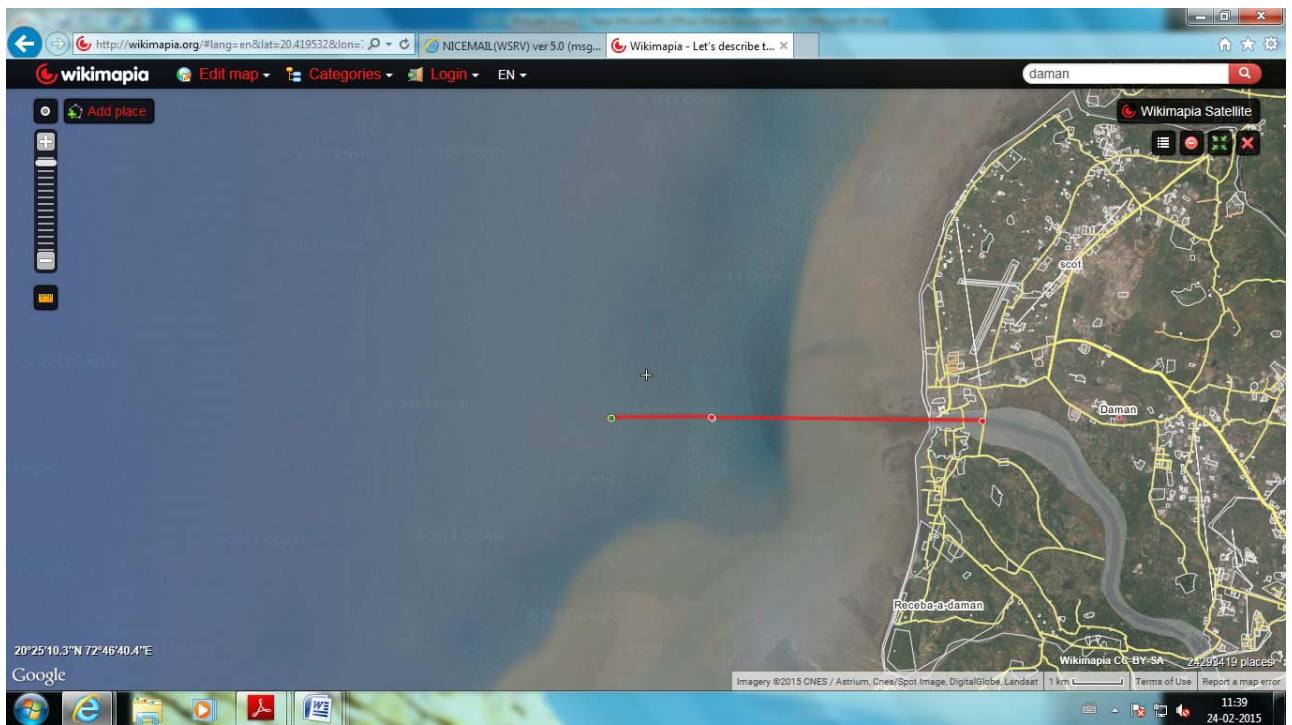
**Fig 1:- DIU APPROACHES**

Contractor



**Fig 2 :- VANAKBARA CREEK**

### INDICATIVE DRAWINGS



**Fig 3 :- DAMAN CHANNEL**

Contractor



# DAMN APPROACHES

200M  
200M

256000M

BATHOMETRIC SURVEY  
AT 20X20M INTERVAL

## APPROACHES TO DAMANGANGA RIVER

MINISTRY OF SURVEYING, MAPS AND INQUIRIES

17 March 1978 March and 16 April 1978

DEPT. OF METS. AND INQUIRIES

Referred to 1:12 scale bathymetric survey, consisting of an interval of 20m between the surface of the river bed and the surface of the water. The surface of the water is marked by a pole near the Old Mill at the end of the river.

Scale 1:15000

200m

200m

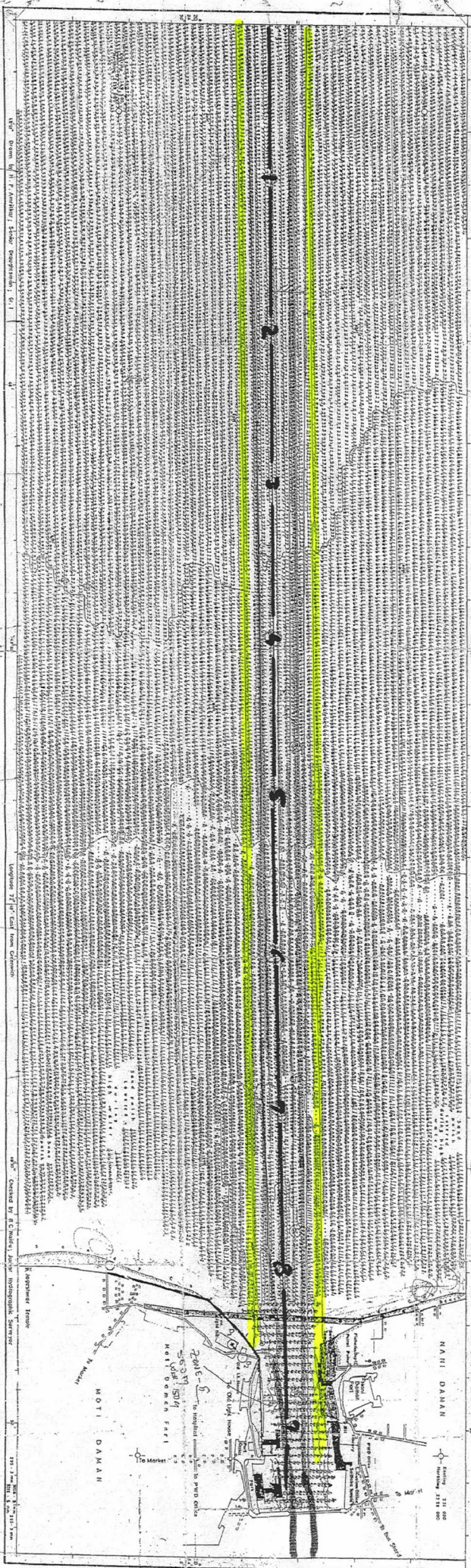
200m

## COLOR NOTES

- PROPOSED CANAL SKINNED BRIDGE
- VISION, OR PROPOSED CANAL SKINNED BRIDGE
- ELEVATION & PLANNING FEATURES
- PROPOSED CANAL SKINNED BRIDGE
- PROPOSED CANAL SKINNED BRIDGE

## LEGEND

- CANAL SKINNED BRIDGE
- CANAL SKINNED BRIDGE
- CANAL SKINNED BRIDGE
- CANAL SKINNED BRIDGE
- CANAL SKINNED BRIDGE



DAMN APPROACHES





2004 101071

$L = 4050\text{ m}$

BATHEN-ETRIC

Survey AT

20X20M INTERV

W 257

019

[illegible]

Soiling		Wetting	
ME	205 600	2	294 050
ME	208 365	2	292 000
SV	205 606	2	291 400
SV	202 560	2	291 500

PREPARED BY B. S. RAWAT, A.M.S. DEPUTY MAJINIE SURVEYOR

MINISTRY OF SHIPPING AND TRANSPORT  
MINOR PARTS SURVEY ORGANISATION

11th November 1979 to 20 May 1981  
Day Light Hours Latitude 30° 52' 47" N Longitude 70° 59' 46" E

Figures in red denote highly correlated values. Mean SD, 3.96/1.00.

DEPTHS IN METRES AND DECIMETRES

stones are required to 5.00 m/min below a break point of 4 m and on stone, surface should be made, ground, level to the left side

of income due to Div Net.

6.025 meters below a depth of 600 m on the top side of the wreckage of the ship.

Secretary's Office of D.O.

Natural Scale 5.000

10



CREEK IN DIV

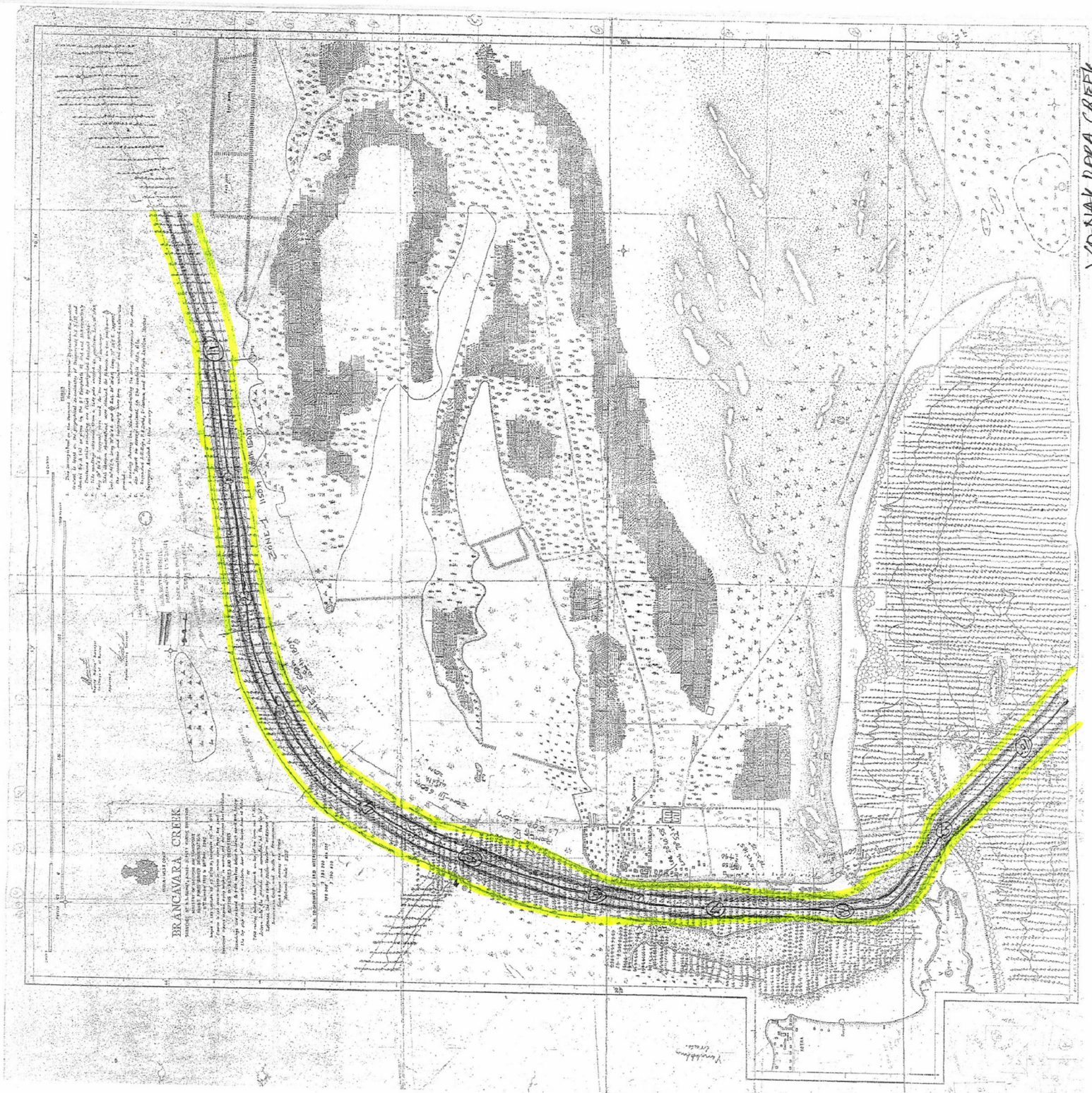
200mm width

$L = 5700 \text{ mV}$

BATHING RITE

## SUMMARY AT

20x20m Interval



VANAKPORA CREEK