

## CORRIGENDUM-2

### MODIFICATIONS OF TENDER CONDITIONS

Date.11.09.2020

1) Tender No. : DCI/OPS/HO/Hopper Barges/2020 dated.28-08-2020

2) Name of Work : Tender for “Supply, manning and running of two Nos Self-propelled Hopper barges on long term charter basis having split open/ Bottom door of hopper capacity of each 800 to 1500 Cu. M for deployment at various Ports in India – reg

Sl. No	Tender Clause No	Page	Clause Name	Existing Clause	Modified clause
1	Clause No.5.1 of GCC	14 of 45	Clarification of Bidding documents:	If required by the Corporation for inspection, the tenderer shall arrange for inspection and trial run of the offered barges along with relevant documents by the committee or the nominated representative(s) of DCI Ltd., at his cost as and when asked by DCI and all other related expenses of making barges ready for inspection are to be borne by the contractor. The tenderers having only such technically qualified / approved barges shall be considered for opening the price bid. The decisions of the CGM, DCI, Visakhapatnam about the suitability of the barges will be final. The Corporation has the right to reject the Barges supplied by the Contractor, if the same is not meeting the requirement at Indian Ports.	The tenderer shall arrange for inspection and trial run of the offered barges along with relevant documents by the committee or the nominated representative(s) of DCI Ltd., at his cost as and when asked by DCI and all other related expenses of making barges ready for inspection are to be borne by the contractor. The tenderers having only such technically qualified / approved barges shall be considered for opening the price bid. The decisions of the CGM, DCI, Visakhapatnam about the suitability of the barges will be final. The Corporation has the right to reject the Barges supplied by the Contractor, if the same is not meeting the requirement at Indian Ports.

2	Clause No.9 of SCC	22 of 45		The daily working charges / Operational charges per day of 24 Hrs or prorate thereof of barges shall be inclusive of manning, running, mobilization and demobilization for the commencement of contract, material, fuel/Lube oil, watch keeping, repair cost, spares cost, agency charges, taxes but excluding GST, all complete. No charges are payable for the non-availability of the barge (s) due to breakdown/maintenance/bunkering etc, during operational period	The daily working charges / Operational charges per day of 24 Hrs or prorate thereof of barges shall be inclusive of manning, running, mobilization and demobilization for the commencement of contract, material, fuel/Lube oil, watch keeping, repair cost, spares cost, agency charges, taxes but excluding GST, all complete. No charges are payable for the non-availability of the barge(s) due to Breakdown/maintenance/bunkering etc, during operational period. For calculation of on hire charges while barge proceeding for bunkering /Fresh water/ Maintenance/Repairs, the last load empty passage time up to dredging area will be considered
3	BOQ –A and B	26 and 27 of 45	BOQ –A and BOQ-B		Modified BOQ for barge A and Barge –B enclosed.

This corrigendum-2 shall form part of the tender document and must be submitted along with the bid duly signed and stamped with office seal by bidder.

HOD (OPS)  
Dredging Corporation of India Ltd,  
Visakhapatnam.

**PRICE BID (COVER B)**  
**REVISED / MODIFIED BILL OF QUANTITY FOR BARGE -A**

**Name of the Work: Supply, manning and running of Two Nos Self Propelled Hopper Barges on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M capacity for deployment at various Ports in India.**

Sl. No	Description	Units	Unit Rate (Rs.) In figures And Words (a)	Qty. (b)	Total Amount (Rs.) In figures and Words (c) = (a) x (b)
<b>01.</b>	Retention charges per day for Supply, manning and Running of one No. Steel hull split open/ Bottom door hopper barge of having capacity of 800 to 1500 Cu. M with a minimum plying speed of 4 Knots for dumping the dredged material by DCI Back Hoe at the designated dumping areas at the respective Ports. The rate offered by the party shall be inclusive of mob/demob, manning , running , fuel/lub oil, repairs, stores/spares , Berth hire charges, Anchorage charges and agency charges for the entire period of contract including extension period if any (excluding of GST).  For Barge (A) = _____ Cu.M. Hopper Capacity.	Per day of 24:00 Hrs or Pro-rata thereof		90 days	
<b>02.</b>	Daily working / Operational charges for Supply, manning and Running of one No. Steel hull split open/ Bottom door hopper barge of having capacity of 800 to 1500 Cu. M with a minimum plying speed of 4 Knots for dumping the dredged material by DCI Back Hoe at the designated dumping areas at the respective Ports. The rate offered by the party shall be inclusive of mob/demob, manning , running , fuel/lub oil, repairs, stores/spares and agency charges for the entire period of contract including extension period if any (excluding of GST).  Breakdown/Repairs/Maintenance/Bunkering time for the Barge during the operational period shall be treated as off-hire and retention or operational charges are <b>not</b> payable).	Per day of 24 Hrs or Pro-rata thereof		90 days	
<b>Grand Total in Rupees and words (X)</b>					

**NOTE:**

- a) Both Retention and Daily working charges shall be considered for evaluation purpose.
- b) Evaluation for determining L-1 will done on the basis of Rate/cum by considering hopper capacity of self-propelled Barge and the rate quoted as per the following formula:

**Evaluation Formula**

1. Total value of BOQ (Sl.No: 1 to 2 ) : X
2. Rate / Cum : (X) / (2 Loads/day x 50% of Hopper capacity x 180days)

**Note: The overall L1 will be determined based on average rate/cum of BOQ-1 & BOQ-2**

**PRICE BID (COVER B)**  
**REVISED / MODIFIED BILL OF QUANTITY FOR BARGE -B**

**Name of the Work: Supply, manning and running of Two Nos Self Propelled Hopper Barge on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M capacity for deployment at various Ports in India.**

Sl. No	Description	Units	Unit Rate (Rs.) In figures And Words (a)	Qty. (b)	Total Amount (Rs.) In figures and Words (c) = (a) x (b)
<b>01.</b>	Retention charges per day for Supply, manning and Running of one No. Steel hull split open/ Bottom door hopper barge of having capacity of 800 to 1500 Cu. M with a minimum plying speed of 4 Knots for dumping the dredged material by DCI Back Hoe at the designated dumping areas at the respective Ports. The rate offered by the party shall be inclusive of mob/demob, manning , running , fuel/lub oil, repairs, stores/spares , Berth hire charges, Anchorage charges and agency charges for the entire period of contract including extension period if any (excluding of GST).  For Barge (B) = _____ Cu.M. Hopper Capacity.	Per day of 24:00 Hrs or Pro-rata thereof		90 days	
<b>02.</b>	Daily working / Operational charges for Supply, manning and Running of one No. Steel hull split open/ Bottom door hopper barge of having capacity of 800 to 1500 Cu. M with a minimum plying speed of 4 Knots for dumping the dredged material by DCI Back Hoe at the designated dumping areas at the respective Ports.The rate offered by the party shall be inclusive of mob/demob, manning , running , fuel/lub oil, repairs, stores/spares and agency charges for the entire period of contract including extension period if any (excluding of GST).  Breakdown/Repairs/Maintenance/Bunkering time for the Barge during the operational period shall be treated as off-hire and retention or operational charges are <b>not</b> payable).	Per day of 24 Hrs or Pro-rata thereof		90 days	
	Grand total in Rupees and words (X)				

**NOTE:**

- a) Both Retention and Daily working charges shall be considered for evaluation purpose.
- b) Evaluation for determining L-1 will done on the basis of Rate/cum by considering hopper capacity of self-propelled Barge and the rate quoted as per the following formula:

**Evaluation Formula**

1. Total value of BOQ (Sl.No: 1 to 2 ) : X
2. Rate / Cum : (X) / (2 Loads/day x 50% of Hopper capacity x 180 days)

**Note: The overall L1 will be determined based on average rate/cum of BOQ-1 & BOQ-2**

## Clarification of Bidding Documents.

**Date. 11-09-2020**

Sub: Supply, manning and running of two Nos Self -propelled Hopper barges on long term charter basis having split open/ Bottom door of hopper capacity of each 800 to 1500 Cu. M for deployment at various Ports in India – reg

Tender No :DCI/OPS/HO/ Hopper Barges/2020 dated.28-08-2020

The following clarifications / queries raised by tenderer vide Email dated. 03-09-2020 and clarifications were issued by DCI as detailed below:

**AAA : M/s KMEW GROUP, Mumbai -400088.**

**Email : [info@kmew.in](mailto:info@kmew.in)**

Sl. no	Clause No	Page	Bid/ Tender condition	Query /Actions	Clarified by DCI
1	Clause No.4 of Instructions to bidders	4 of 45	<b>Clarification of Bidding documents:</b> The clarifications requested by the bidders will be suitably hosted in DCI web site two days before last date of submission. No Press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: <a href="http://www.dredge-india.com/tenders.html">http://www.dredge-india.com/tenders.html</a> and E-procurement website to keep themselves updated.	Kindly arrange a pre -bid meeting wherein we can address our queries / Clarifications.	The clause Modified as “The clarifications requested by the bidders will be suitably hosted in DCI web site ten days before last date of submission. No Press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: <a href="http://www.dredge-india.com/tenders.html">http://www.dredge-india.com/tenders.html</a> and E-procurement website to keep themselves updated”. Please refer Corrigendum-1 dated.04-09-2020
2	NIT Sl.No.7	2 of 45	<b>Opening of Bids</b> : On 25-09-2020 at 1530 Hrs at DCI Tender room, Dredge house , DCIL, Main Road, HB Colony, Seethammadhara, Visakhapatnam. 530022.	Kindly extend the last date of submission of said tender to end of September '2020, so that all necessary documents required for submission of the tender can be compiled and submitted well in time.	Tender condition prevails.
3.	NIT Sl.No.2	2 of 45	<b>Period of Contract</b> : Six months from the date of mobilisation of barges at site and extendable for another six months as per the operational requirement and at the discretion of DCI.Six	Two years from the date of mobilization of Barges at site and extendable for another 1 year as per the operational requirement and as per mutual consent.	Tender condition prevails.

4.	Prequalification criteria Clause No.1	3 of 45	<p><b><u>Experience :</u></b></p> <p>Experience of having successfully completed similar works of hiring of different capacity split open/ Bottom door Self Propelled Hopper Barges during last seven years ending July'2020</p>	Experience of having successfully completed similar works of hiring of different capacity split open/ Bottom door Self Propelled Hopper Barges / Self-propelled Grab hopper dredger/ Trailing Suction Hopper dredger during last seven years ending July'2020. Completed portion of the ongoing works to be considered.	The clause modified as experience of having successfully completed similar works of hiring of different capacity split open or Bottom door Self Propelled Hopper Barges /Grab/ Back Hoe dredgers and Tugs - during last seven years ending July'2020 .
5.	Prequalification criteria Clause No.1	3 of 45	<p><b><u>Experience :</u></b></p> <ul style="list-style-type: none"> <li>• Three similar completed works each costing not less than the amount of <b>180.00 Lakhs</b> excluding taxes (OR)</li> <li>• Two similar completed works each costing not less than the amount of <b>225.00 Lakhs</b> excluding taxes, (OR)</li> <li>• One similar completed work costing not less than the amount of <b>360.00 Lakhs.</b> excluding taxes</li> </ul>	Request to kindly base the qualification criteria on the annualised contract value.	Tender condition prevails.
6.	Prequalification criteria Clause No.2	3 of 45	<p><b><u>Financial Turn over for the last three years ending March'2019</u></b></p> <p>Average Annual Financial turnover during last 3 years ending 31<sup>st</sup> March'2019 should be at least Rs.135.00 Lakhs.</p>	Request to kindly base the qualification criteria on the annualised contract value.	Tender condition prevails.
7.	Clause No.24 of Instructions to Bidders	10 of 45	<p><b><u>Right to vary period of contract at time of award :</u></b>The proposed barges shall be mobilised within 30 days at intended dredging site from the date of issue of work order</p>	The proposed barges shall be mobilized within 120 days at place of delivery / Re- delivery from the date of issue of work order	Tender condition prevails.
8.	Clause No.25 of Instructions to bidders	10 of 45	<p><b><u>Mob and Demob charges :</u></b> No Mob and Demob Charges will be paid to the Barges for their first deployment at intended dredging area</p>	No Mob and Demob charges will be paid to the barges for their first deployment. However, the place of delivery / Redelivery of barge is fixed at Mumbai Port.	The clause Modified as "No Mob and Demob Charges will be paid to the Barges for their first deployment at intended dredging area tentatively in between Chennai to Paradip".

					Please refer Corrigendum-1 dated.04-09-2020.
9.	Clause No.29 of Instructions to Bidders and 6.1 of GCC	10 , 14 and 15 of 45	<b>Performance Security:</b> Within 10 days of the receipt of work order from the DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security form provided in the Bidding Documents. Failure of the successful Bidder to furnish Performance Security within 10 days from the date of work order issued shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD. Performance security amount shall be 10% of the Contract value.	Within 28 days of the receipt of work order from the DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security form provided in the Bidding Documents. Performance security amount shall be 10% of the annual contract value.	Tender condition prevails.
10.	Clause No.6.3 of GCC	15 of 45	<b>Security Deposit :</b> Security Deposit of 5% of contract value shall be deducted from each running account bill @ 10% of the bill value in addition to clause No.6.1.	Request to delete this clause or reduce the Performance security value to 5% of the annual contract value	Tender condition prevails.
11.	Clause No.8.5 of GCC	15/16 of 45	<b>Payment terms :</b> Payments shall be made by DCI within Forty five (45) days for RA bills and Ninety (90) days for final bill, from receipt of invoice/claim by the Contractor, provided the invoice is in order and complied with all requirements	Request to payments shall be made by DCI within Thirty (30) days for RA bills and sixty (60) days for final bill, from receipt of invoice/claimed by the Contractor, provided the invoice is in order and complied with all requirements.	The clause Modified as “payments shall be made by DCI within Thirty (30) days for RA bills and sixty (60) days for final bill, from receipt of invoice/claimed by the Contractor complete in all respects ”.
12.	Note	37 /38 of 45	Ownership of the barge: If the Tenderer is not the Owner, hire agreement / willingness of the Owner of the Barge should be submitted on stamp paper duly notarized / On letter head of the owner of the barge along with Tender.	Request to kindly amend the clause as If the Tenderer is not the Owner, hire agreement / willingness of the Owner of the Barge / MOU with Shipyard building the barge should be submitted on stamp paper duly notarized / On letter head of the owner of the barge along with Tender.	Tender condition prevails..
13.	Details of the offered barges	37/38 of 45	Breadth (should be 10 to 15 Mtrs as per the tender)	Request to kindly amend as : Breadth (should be 11 to 15 Mtrs as per the tender )	Tender condition prevails.

14.	Clause No.11 of Instructions to Bidders	6 of 45	EMD amount	Request to kindly add: The exemption towards submission of EMD and tender fee shall be considered for bidders those who have registered with NSIC (National Small Industries Corporation / MSE (Micro and small Enterprises 2012) registered with District Industries (DIC)/ KVIC( Khadi & Village Industries Board/ Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises)/ UAM(Udyog Adhar Memorandum) on submission (Uploading ) of Certificate at the time of bidding.	NSIC/ MSME exemption shall be considered with valid documents for the subject work for EMD and tender cost.
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This Pre Bid queries and clarifications shall form part of the tender document and must be submitted along with the bid duly signed and stamped with office seal by the bidder.



**Clarification of Bidding Documents.**

Sub: Supply, manning and running of two Nos Self -propelled Hopper barges on long term charter basis having split open/ Bottom door of hopper capacity of each 800 to 1500 Cu. M for deployment at various Ports in India – reg  
Tender No :DCI/OPS/HO/ Hopper Barges/2020 dated.28-08-2020

The following clarifications / queries raised by tenderer vide Email dated. 08-09-2020 and clarifications were issued by DCI as detailed below:

**BBB : M/s S&S Infralogistics Pvt Ltd, Visakhapatnam .**

**Email : [ssinfralogisticspvtltd@gmail.com](mailto:ssinfralogisticspvtltd@gmail.com),  
[info@ssinfralogistics.com](mailto:info@ssinfralogistics.com)**

Sl. no	Clause No	Page	Bid/ Tender condition	Query /Actions	Clarified by DCI
1	Clause No.8.5 of GCC	16 of 45	<b>Payment terms :</b> Payments shall be made by DCI within Forty five (45) days for RA bills and Ninety (90) days for final bill, from receipt of invoice/claim by the Contractor, provided the invoice is in order and complied with all requirements	It is submitted that RA Bill payment of 45 days and final bill payment of 90 days is too long a period. Request to consider 15 days for RA Bill payment and final bill in 30 days to facilitate the contractors cash flow to keep up the equipment for uninterrupted supplies. Request to amend the clause suitably.	The clause Modified as “payments shall be made by DCI within Thirty (30) days for RA bills and sixty (60) days for final bill, from receipt of invoice/claimed by the Contractor, provided the invoice is in order and complied with all requirements”.
2	Clause No.8 of SCC	21 of 45	<b>Berthing charges:</b> The retention charges per day of 24 Hrs or Pro-rata thereof the barges shall be inclusive of manning , running, mobilisation and demobilisation for the commencement of contract , material, fuel/ Lube oil , watch keeping, repair cost, agency charges , berth hire charge/ Anchorage charges, taxes, but excluding GST, all complete. Retention charges are payable for the periods other than operational period.	Contractor confirms to provide all inclusive price for retention charges except berth hire/ anchorage charges. since POrt will charge for the barge either working or in Retention , same may please be taken care by DCI or exemption to be obtained from Port. Request to kindly modify the clause suitably.	The clause Modified as “The retention charges per day of 24 Hrs or Pro-rata thereof the barges shall be inclusive of manning , running, mobilisation and demobilisation for the commencement of contract , material, fuel/ Lube oil , watch keeping, repair cost, agency charges , berth hire charges / Anchorage charges, taxes, but excluding GST, all complete. Retention charges are payable for the periods other than operational period. Berth Hire charges of 5 days in a month or pro-rata for hired barges only will be on account of DCI. Anchorage charges if any will be on account of contractor.
3.	Clause No.19 of SCC	23 of 45	In case of non-availability of work for the Backhoe after deployment of both the barges, one of the barges shall be	It is to bring to your kind notice that demobilization of one barge in 5 days notice is practicable. However, in case	Tender condition prevails.

			demobilized with 5 days notice by paying demob charges. The same barge or equivalent capacity to be deployed in case of requirement at a later stage for which mobilization charges are payable. Mob/demob charges shall be paid basing on the quoted operational charge and speed as per the tender.	of further deployment at short notice may not be practicable since the vessel cannot be kept idle and if engaged elsewhere contractor may not be able to bring it timely to meet the requirement. As such the clause required modification to retain the barges engaged either in working or retention.	
4.	Clause No.13	22 of 45	<p><b>Price Variation clause:</b></p> <p>The Bidder shall be entitled for reimbursement on any variation (increase/decrease) in the price of fuel of the barge.</p> <p>Variation in fuel rate during the period of contract including extended period if any, the payment will be regulated along with the monthly bills supported by relevant fuel vouchers. Fuel consumption maximum up to 50 Litres of each barge / per hour or pro rata will be allowed only on Daily working / Operational hours of each barge for the purpose of Fuel escalation/de-escalation.</p> <p>Price of Main fuel inclusive of all taxes, duties, levies, transportation, and OT, etc at Visakhapatnam as on date of opening of tender i.e 25.09.2020 as per IOCL official fuel circular shall be considered.</p> <p>No other price variation will be allowed for whatsoever reason during the currency of the contract and extended period if any.</p>	<p>The contract is on long term basis and likely to be extended further. While thanking you for allowing the fuel escalation clause, as the same is not adequate to cater the requirement. Requests consider the increase in rates during the extended period @6% per each extension. The increase in rates are essential in order to meet the demand of additional wages for crew / increase as the same crew to be retained as per clause N0.12 of SCC and are to be retained for longer periods in various Ports by paying extra cost. Besides the increase, it is also essential to cater the likely increase in the cost of spares, stores and repair charges based on the prevailing present condition of the country.</p> <p>As such , it is requested to consider the increase @ 6% on the quoted rates on each extension and issue suitable amendment.</p>	<p><b>Price Variation clause:</b> The clause modified as “The Bidder shall be entitled for reimbursement on any variation (increase/decrease) in the price of fuel of the barge.</p> <p>Variation in fuel rate during the period of contract including extended period if any, the payment will be regulated along with the monthly bills supported by relevant fuel vouchers. Fuel consumption maximum up to 50 Litres of each barge / per hour or pro rata will be allowed only on Daily working / Operational hours (<u>Except loading time</u>) of each barge for the purpose of Fuel escalation/de-escalation.</p> <p>Price of Main fuel inclusive of all taxes, duties, levies, transportation, and OT, etc at Visakhapatnam as on date of opening of tender i.e 25.09.2020 as per IOCL official fuel circular shall be considered.</p> <p>No other price variation will be allowed for whatsoever reason during the currency of the contract and extended period if any.</p> <p>Note : Price variation is applicable only for operational period (Item .2 of BOQ)</p>

This Pre Bid queries and clarifications shall form part of the tender document and must be submitted along with the bid duly signed and stamped with office seal by the bidder.

## **CORRIGENDUM-1.**

### **MODIFICATIONS OF TENDER CONDITIONS**

Date.04.09.2020

1)Tender No. : DCI/OPS/HO/Hopper Barges/2020 dated.28-08-2020

2)Name of Work : Tender for “Supply, manning and running of two Nos Self -propelled Hopper barges on long term charter basis having split open/ Bottom door of hopper capacity of each 800 to 1500 Cu. M for deployment at various Ports in India – reg

<b>Sl. No</b>	<b>Tender Clause No</b>	<b>Page</b>	<b>Clause Name</b>	<b>Existing Clause</b>	<b>Modified clause</b>
1	Clause No.4 of Instructions to bidders	4 of 45	Clarification of Bidding documents:	The clarifications requested by the bidders will be suitably hosted in DCI web site two days before last date of submission. No Press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: <a href="http://www.dredge-india.com/tenders.html">http://www.dredge-india.com/tenders.html</a> and E-procurement website to keep themselves updated.	The clarifications requested by the bidders will be suitably hosted in DCI web site ten days before last date of submission. No Press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: <a href="http://www.dredge-india.com/tenders.html">http://www.dredge-india.com/tenders.html</a> and E-procurement website to keep themselves updated.
2	Clause No.25 of Instructions to bidders	10 of 45	Mob and Demob charges	No Mob and Demob Charges will be paid to the Barges for their first deployment at intended dredging area.	No Mob and Demob Charges will be paid to the Barges for their first deployment at intended dredging area tentatively in between Chennai to Paradip.

This Corrigendum-1 shall form part of the tender document and must be submitted along with the bid duly signed & stamped with office seal by bidder.

HOD (OPS)  
Dredging Corporation of India Ltd,  
Visakhapatnam



**DREDGING CORPORATION OF INDIA LTD**  
HEAD OFFICE: VISAKHAPATNAM.

Ref :DCI/OPS/HO/ Hopper Barges/2020

Date: 28-08-2020

**Tender “Supply, manning and running of Two Nos Self Propelled Hopper Barges on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M for deployment at various Ports in India”**

**Tender Issued to M/s. ....**

**Head of the Department (OPS)**

Signature of Contractor with seal

**INVITATION FOR BIDS (IFB)/ NOTICE INVITING TENDER (NIT)**

**Sealed Tenders are invited** in sealed two cover system (i.e.) Cover-A “Technical Bid”, Cover-B “Price Bid” and both the covers “A” & “B” are to be put in a separate main sealed cover, by **M/s. Dredging Corporation Of India Limited (DCI), Head Office, Visakhapatnam** from experienced contractors for **“Supply, manning and running of Two Nos Self Propelled Hopper Barges on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M capacity for deployment at various Ports in India.”**

1.	Name of Work	:	<b>Tender for “Supply, manning and running of Two Nos Self Propelled Hopper Barges on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M for deployment at various Ports in India.”</b>
2.	Period of Contract	:	Six months from the date of mobilisation of barges at site and extendable for another six months as per the operational requirement and at the discretion of DCI.
4.	Earnest Money Deposit	:	4,50,000.00 (Rupees One Lakh Fifty thousand only) through RTGS/NEFT
5.	Down loading of tender documents from DCI website	:	28-08-2020 to 24-09-2020 up to 1730 Hrs.
6.	Last date & time for receipt of Tenders	:	25-09-2020 upto 1500 Hrs. at the office of HOD (OPS), 3 <sup>rd</sup> floor, Dredging Corporation of India Ltd., Dredge House, Main Road , HB Colony, Seethammadhara, Visakhapatnam - 530 022.
7.	Opening of Bids	:	25-09-2020 at 1530 Hrs. at Tender Room, 3 <sup>rd</sup> floor, “Dredge House,” Dredging Corporation of India Ltd., Main road, HB Colony, Seetammadhara, Visakhapatnam - 530 022.
8.	Tender document cost	:	Rs. 5,900/- (Five Thousand and Nine Hundred Only) (Inclusive of GST)

<b>Bidders can pay :</b>	<b>Details of Bank account :</b>
<ol style="list-style-type: none"> <li>1. Cost of Tender documents</li> <li>2. EMD</li> <li>3. Performance security</li> <li>4. Or for any other payments due to be paid to DCIL.</li> </ol> <p>E-Receipt in respect of Cost of tender document and EMD in this regard is a must and to be attached to the tender document in Cover -A.</p>	<ol style="list-style-type: none"> <li>(a) Name of the Company: Dredging Corporation of India Ltd.,</li> <li>(b) Name of the Bank : Syndicate Bank</li> <li>(c) Branch Name : DCI Ltd. Branch, Port Area, Visakhapatnam-530001</li> <li>(d) IFSC code : SYNB0003583</li> <li>(e) Swift code : SYNBINBB032</li> <li>(f) Account type: : Current account</li> <li>(g) Account No. : 35833070000014</li> <li>(h) GST No. : 37AAACD6021B1ZB</li> </ol>

Signature of Contractor with seal

**PRE-QUALIFICATION CRITERIA:**

1. Experience of having successfully completed similar works of hiring of different capacity split open/ Bottom door Self Propelled Hopper Barges during last seven years ending July2020 should be any of the following:
  - Three similar completed works each costing not less than the amount of **180.00Lakhs** excluding taxes (OR)
  - Two similar completed works each costing not less than the amount of **225.00 Lakhs** excluding taxes, (OR)
  - One similar completed work costing not less than the amount of **360.00 Lakhs.** excluding taxes
2. Average Annual Financial turnover during last 3 years ending 31<sup>st</sup> March 2019 should be at least **Rs.135.00 Lakhs.**

Interested eligible parties may download the tender document from the following websites: <https://eprocure.gov.in> and <http://www.dredge-india.com/tenders.html>. The payment towards cost of tender and EMD shall be made through NEFT/RTGS in favour of **M/s. Dredging Corporation of India Limited, Visakhapatnam**. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Tenderers shall send mail to [treasury@dcil.co.in](mailto:treasury@dcil.co.in) for obtaining confirmation for the receipt of Tender documents fees and EMD by furnishing details of firm/party, bank and UTR number etc. DCI will acknowledge the receipt of the above after due verification. The receipt to be enclosed along with the Technical Bid (Cover-A). Tenderers may contact the following address for clarifications regarding, submission, receipt of tender etc. from 1000 Hrs to 1700 Hrs on all working days:

HOD (OPS)

M/s. Dredging Corporation Of India Ltd.

“Dredge House”, Main Road, HB Colony,  
Seetammadhara, Visakhapatnam-530 022.

Andhra Pradesh (India)

Tele Phone No. 0891- 2871344/326

E-mail ID: [hodops@dcil.co.in](mailto:hodops@dcil.co.in) / [svprasad@dcil.co.in](mailto:svprasad@dcil.co.in) / [s.bhaskararao@dcil.co.in](mailto:s.bhaskararao@dcil.co.in), [blmurthy@dcil.c](mailto:blmurthy@dcil.c)

M/s. Dredging Corporation of India Ltd. reserves the right to:

1. Accept or reject any or all tenders without assigning any reason whatsoever.
2. Cancel the tender enquiry at any stage without assigning any reason.
3. Reject the tender received with counter conditions.
4. Award the work / split the work as per requirement of DCI.

Signature of Contractor with seal

## **INSTRUCTIONS TO BIDDERS**

### **ITB)**

#### **1. Eligible Bidders**

- 1.1 This Invitation for Bids is open to all Contractors and fleet owners who satisfy the conditions stipulated in the bid document.
- 1.2 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 1.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies/DCI's Clients in accordance with ITB Cl. 30

#### **2. Cost of Bidding**

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

#### **3. Content of Bidding Documents**

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:
  - a. Bid Form.
  - b. Price Schedule (Schedule of Quantities)
  - c. Form of Contract Agreement.
  - d. Form of Bank Guarantee for Performance Security
  - e. Pro-forma for Relatives.
  - f. Pro-forma for Undertaking.
  - g. Pro-forma for litigation.
  - h. Vendor Registration Form.
  - i. Details & List of Inland Masters, Engine Drivers, Lascars proposed to be engaged.
- f. Check list for Techno Commercial Bid.

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required as per the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

#### **4. Clarification of Bidding Documents**

The clarifications requested by the bidders will be suitably hosted in DCI web site two days **before last** date of submission. No Press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: <http://www.dredge-india.com/tenders.html> to keep themselves updated.

Signature of Contractor with seal

## 5. Language of Bid

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

## 6. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the bidding documents by amendment. The amendment will be placed on websites only. Respective bidders are requested to see the web site accordingly. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

## 7. Documents Comprising the Bid

The Bids shall be in Two Cover System consisting of:

### 7.1 Techno Commercial Bid (Cover A)

- 7.1.1 Duly filled and signed Bid Form.
- 7.1.2 Documentary evidence (description of work, contract amount, time limit for completion, liquidated damages levied) established in accordance with ITB Clause 10 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- 7.1.3 Copies of original certificates of registration etc., of the self-propelled hopper barges of different capacity proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the self-propelled Barge(s), Crew and Third Party if any. The Hopper capacity of the intended hopper barges for hiring shall be indicated either in the Registration certificates or certified by authorised surveyors.
- 7.1.4 Copy of clear title of the ownership of the intended self-propelled hopper barges shall be submitted by tender. If the tenderer is not the owner of the self-propelled barges, necessary documents in support of the authorisation or lease granted by the owner of the barges to the tenderer to offer and operate the self-propelled barges to the tenderer. This authorisation or lease shall be executed on a stamp paper duly notarised (OR) This authorization shall also be executed on a Letterhead of owner of the Barge.
- 7.1.5 Audited balance sheet for the last three years ending 31<sup>st</sup> March'2019.
- 7.1.6 Proof of Earnest Money Deposit through NEFT/RTGS furnished in accordance with ITB Clause 11.
- 7.1.7 PAN Number issued by Income Tax Authorities.
- 7.1.8 GST Registration Number.
- 7.1.9 Bank Details along with Cancelled Cheque.
- 7.1.10 Registration with provident fund authorities.
- 7.1.11 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- 7.1.12 Copies of original document defining place of registration and principal place of business of the company or partnership.
- 7.1.13 Certificate for relatives in accordance with Clause No. 25 of GCC.
- 7.1.14 Undertaking certificate in accordance with Clause No. 26 of GCC.

Signature of Contractor with seal



- 7.1.15 Information regarding any current litigation in which the tenderer is involved in accordance with Clause No. 27 of GCC.
- 7.1.16 Vendor Registration Form as indicated in Sample form No.08
- 7.1.17 Downloaded Tender Document duly signed on all the pages by tenderer.

## **7.2 Price Bid (Cover B)**

- 7.2.1 Price Schedule

## **8. Bid Prices**

- 8.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and include it in the cover containing the **“Price Bid” - (Cover B)** and properly sealed.
- 8.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and enclose it in the Price Bid. The bidder should not indicate the prices anywhere directly or indirectly in the “Technical Bid”. Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions. **Conditional tenders are liable for summary rejections.**

## **9. Bid Currencies**

Prices shall be quoted in Indian Rupees only.

## **10. Documents Establishing Bidder’s Eligibility and Qualifications**

- 10.1 Pursuant to ITB Clause 7.1.2, the Bidder shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 10.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the DCI’s satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements.
- 10.3 The bidders should also furnish the specifications of the proposed barges engaged/deployed as per Form No. 09 of sample forms.

## **11. Earnest Money Deposit (EMD)**

- 11.1 Pursuant to ITB Clause 7.1.6, the Bidder shall furnish, the Earnest Money Deposit for an amount of Rs.4,50,000/- (Rupees Four Lakhs Fifty thousand Only) through RTGS/NEFT in favour of M/s. Dredging Corporation of India Limited, Visakhapatnam. The Earnest Money Deposit shall not carry any interest.
- 11.2 The Earnest money is required to protect the DCI against the risk of Bidder’s conduct, which would warrant the earnest money forfeiture; pursuant to ITB Clause 11.6.
- 11.3 The Earnest money deposit shall be valid for 30 (Thirty) days beyond the validity of the bid.
- 11.4 Any bid not secured in accordance with ITB Clauses 11.1 and 11.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 20.
- 11.5 Unsuccessful bidders’ earnest money deposit will be returned as promptly as possible, but not later than thirty (30) days after the finalization of the Bid without interest.
- 11.6 The earnest money deposit may be forfeited:
- a) If a Bidder:

- i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, (or)
- ii) Does not accept the correction of errors pursuant to ITB Clause 20.2,
- b) In the case of a successful Bidder, if the Bidder fails:
  - i) To sign the contract in accordance with ITB Clause 27, (or)
  - ii) To furnish performance security in accordance with ITB Clause 28.

## 12. Period of Validity of Bids

- 12.1 The Tenderer should keep open the validity of the Bid for 90 days from the date fixed for opening of Technical bids or from the date of actual date of opening, whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 60 days in case a request in writing or by email/ Fax by DCI is made before the expiry of the initial validity period of 90 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 12.2 In case DCI asks for extension for validity of bid, the earnest money deposit provided under ITB Clause 11 shall also be suitably extended.

## 13. Format and Signing of Bid

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

## 14. Sealing and Marking of Bids

- 14.1 The Technical Bid along with all enclosures to be put in a sealed cover super scribed with the words - **Cover-A** “Technical Bid” for the work of **“Supply, manning and running of Two Nos Self Propelled Hopper Barges on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M for deployment at various Ports in India.”** to be submitted within the stipulated time i.e., on 25-09-2020 before 1500 hrs.
- 14.2 The Price Bid containing only tendered amount is required to be put in another sealed cover super scribed with the words – **Cover-B** “Price Bid” for the work of **“Supply, manning and running of Two Nos Self Propelled Hopper Barges on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M for deployment at various Ports in India.”** to be submitted within the stipulated time ie on 25-09-2020before 1500 hrs.
- 14.3 Tenderer should ensure that his tendered amount as per Cover - B is not mentioned in any other document directly or indirectly. The duly sealed covers **“A” & “B”** are to be put in a separate main sealed cover super scribed with the words **“Supply, manning and running of Two NosSelf Propelled Hopper Barge on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M for deployment at various Ports in India.”** to be submitted within the stipulated time ie on 25-09-2020before 1500 hrsto the address mentioned below.

Signature of Contractor with seal

HOD (OPS),  
Dredging Corporation of India Limited,  
'Dredge House', Main Road, HB Colony, Seetammadhara, Visakhapatnam-530022.

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

**15. Deadline for Submission of Bids**

- 15.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) not later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the DCI, the bids will be received up to the appointed time on the next working day.
- 15.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**16. Late Bids**

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

**17. Modification of Bids**

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

**18. Opening of Bids by DCI**

- 18.1 DCI will open main cover and the Cover "A" Technical Bids only in the presence of bidders' 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.
- 18.2 All the Covers "B" containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.
- 18.3 The bidders' names, bid modifications or with draws and the presence or absence of requisite earnest money deposit and such other details as DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Technical 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 16.

**19. Clarification of Bids**

- 19.1 During technical evaluation of the bids, DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 19.2 As the tender shall be finalized on urgent need basis, the missing information sought is to be submitted to DCI within the stipulated time. If the party has failed to submit the requisite information/documents in the stipulated time mentioned in the correspondence letter, his bid will not be considered further.

Signature of Contractor with seal

## **20. Preliminary Examination**

- 20.1 DCI will examine the Technical Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 20.2 DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.3 Prior to the detailed evaluation, pursuant to ITB Clause 21, DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.
- 20.4 If a bid is not substantially responsive, it will be rejected by DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **21. Evaluation and Comparison of Bids**

- 21.1 The Cover "B" containing the Price Bids will be opened of only those tenderers who have been qualified in the Technical Bid at a later date. The date and time of opening of Cover "B" Price Bid, shall be notified to all the technically qualified bidders and will be opened in the presence of such authorised persons or representatives who wish to be present.
- 21.2 Arithmetical errors will be rectified on the following basis:  
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its EMD may be forfeited.

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

- 22.1 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact DCI on any matter related to the Bid, it should do so in writing.
- 22.2 Any effort by a Bidder to influence DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

## **23. Award Criteria**

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

## **24. Right to vary period of contract at time of award:**

- 24.1 The period of contract is Six months from the date of deployment of barges at Back Hoe and extendable for a period of another six months with the agreed rates, terms and conditions as per the requirement and as per discretion of DCI. However, the extension of the contract for a period of six months can be curtailed at any stage as per discretion of DCI. Contractor has to execute the work

Signature of Contractor with seal

as per rates quoted in Schedule of Rates/ negotiated rates / accepted rates and as per Contract Conditions laid down in the Tender Document.

The proposed barges shall be mobilised within 30 days at intended dredging site from the date of issue of work order. In case of any delay in mobilising the barges/non availability of the barges during operation due to breakdown of barges and other reasons attributable to contractor, liquidated damages @ 1% per week or pro-rata up to a maximum of 10% of the contract value for shall be levied on the Contractor by DCI. In case of break down of one barge, 50% of the contract value shall be considered for levying LD.

**25 Mob and Demob charges of the First barge :**

No Mob and Demob Charges will be paid to the Barges for their first deployment at intended dredging area. The Retention/ Operational charges will be affected once the barges reach the dredging site/ Back Hoe and report to Project in- Charge of the Particular Project office.

Further, the mobilisation charges of each barge will be paid for one port to other port in case of sailing of DCI Back Hoe-1 as per Operational charges per day by considering actual voyage time and the speed specified as per the contract.

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

DCI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason thereby incurring any liability to the affected Bidder or Bidders.

**27. Notification of Award**

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

**28 Signing of Contract**

At the same time as DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement on Non-Judicial Rs.100/- Stamp Paper at his own expense, within 10 days of the receipt of notification of award from the DCI. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 10 days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

**29. Performance Security**

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

Signature of Contractor with seal

**30. Corrupt or Fraudulent Practices**

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

- 30.1 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in contract execution; and
- 30.2 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DCI of the benefits of free and open competition, will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.

**31. General**

- 31.1 Bid Documents are not transferable.
- 31.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.
- 31.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 31.4 All Signatures in the Document shall be dated.
- 31.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 31.6 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.

- 32 **Blacklisting:** In the event of failure or breach of the contractual obligations, the contractor/firm may be blacklisted and prevented from participating in the future tenders of the corporation for a specified period. The period of blacklisting and manner of blacklisting can be decided by the competent authority.

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## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. Definitions

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

- “Corporation” means Dredging Corporation of India Limited (DCI).
- “MD” means the Managing Director of DCI.
- The Contract” means the agreement entered into between DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- “The Services” means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- “Work” means the Work to be executed in accordance with the Contract and includes authorized “Extra Works” and “Excess Works” and “Temporary Works”.
- “Contractor” means the person or persons, firm or company whose tender/offer has been accepted by DCI and includes the Contractor’s Representatives, heirs, successors and assigns, if any permitted by the DCI.
- “Excepted Risks” are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- “GCC” mean the General Conditions of Contract contained in this section.
- “SCC” means the Special Conditions of Contract.
- “Day” means calendar day.
- “Month” means the English calendar month.
- “Singular/Plural” Word importing the singular only, also includes the plural and vice-verse where the context so requires.
- “The heading / Marginal Notes” in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- “Force Majeure” means an exceptional event or circumstance:
  - a) Which is beyond party’s control.
  - b) Which such party could not reasonably have provided against before entering into the Contract.
  - c) Which, having arisen, such party could not have avoided or overcome.
  - d) Which is not substantially attributable to the other party.

Signature of Contractor with seal

## 2. Application

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

## 3. Standards

- 3.1 The services provided under this contract shall conform to the Standards as applicable.
- 3.2 DCI is certified for implementation and operation of the international codes/ standards on safety, security, quality and environment viz., ISM, ISPS, ISO 9001:2008 and ISO 14001:2004 respectively. Hence, necessary requirements of above codes/ standards and applicable legal and other requirements pertaining to their activities should be complied by the contractor.

## 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 Court at Visakhapatnam 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 Inland Vessels Act 1971
- 4.1.8 The Indian Arbitration and Conciliation Act (1996)

### 4.2 Contract Agreement

After receipt of work order and within 10 (Ten) days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.100/- stamp paper to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 10 (Ten) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

### 4.3 Interpretation of Contract Document

Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, DCI 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 DCI. Even if such permission be granted, the Contractor shall remain responsible

- 4.4.1 For the acts, defaults and neglect of any sub-contractor, his agents, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and

Signature of Contractor with seal



4.4.2 For entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a “Piece rate” basis shall not be deemed to be subletting under this clause.

#### 4.5 **Contractors’ Price**

Rates offered in the Bill Of Quantities shall be inclusive of man power, fuel including Lube oils, repairs, stores/spares, mobilisation and demobilisation charges , agency charges, all consumable items and other contingencies etc., but excluding GST.

#### 4.6 **Responsibility of Contractor**

The Contractor should carry out the work causing no hindrance to any maritime traffic, surface traffic or any other port activity. During the contract, the contractor should comply the conservancy rules of the harbour.

#### 4.7 **Contractor is Responsible for all Damages to Other Structures / Persons, Caused by him in Executing the Work**

The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified 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.

#### 4.8 **Notice to Contractor**

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor’s Site Office or to the address as appearing in the tender submitted. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

### 5. **Joint Inspection**

5.1 If required by the Corporation for inspection, the tenderer shall arrange for inspection and trial run of the offered barges along with relevant documents by the committee or the nominated representative(s) of DCI Ltd., at his cost as and when asked by DCI and all other related expenses of making barges ready for inspection are to be borne by the contractor. The tenderers having only such technically qualified / approved barges shall be considered for opening the price bid. The decisions of the CGM, DCI, Visakhapatnam about the suitability of the barges will be final. The Corporation has the right to reject the Barges supplied by the Contractor, if the same is not meeting the requirement at Indian Ports.

5.2 During inspection, barges shall have all valid certificates in original, including the certificates issued to their crew by the concern marine authorities like MMD, State maritime boards, valid insurance to the barges, etc.

### 6. **Performance Security**

6.1 Successful tenderer shall be required to furnish an amount equivalent to 10% of the value of the contract by way of NEFT/RTGS/ Bank Guarantee in favor of Dredging Corporation of India

Signature of Contractor with seal

Limited payable at Visakhapatnam within 10days from the date of receipt of Work Order. Failure of the successful Bidder to furnish Performance Security within 10 daysfrom the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

- 6.2 Alternatively, the contractor may opt for conversion of EMD amount into Performance Security and the balance amount shall be deposited to the corporation as Performance Security within 7 (seven) days from the date of issue of the Work Order.
- 6.3 Security Deposit of 5% of contract value shall be deducted from each running account bill @ 10% of the bill value in addition to clause No.6.1.
- 6.4 Performance Security Deposit& Security Deposit will not carry any interest. The same will be returned after completion of work. If Bank Guarantee is submitted against Performance Security, it should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations including warranty obligation, if applicable.

## **7. Insurance**

- 7.1 Against liabilities for death or injury to any person or loss or damage to any property arising out of the performance of the contract (Third Party Insurance).
- 7.2 Against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen)
- 7.3 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 7.4 The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurance at all times.
- 7.5 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 7.6 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

## **8. Payment terms**

- 8.1 The contractor shall submit Running account bills on monthly basis, for the works carried out during that calendar month.
- 8.2 Contractor's request(s) for payment shall be made to Project-in-charges of, concerned DCI Project offices, in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.
- 8.3 The invoice should be accompanied by a statement indicating the work done made by each Barge along with copies of relevant log book/ sheets duly signed by DCI officials. The log sheet without signature of DCI Officials will not be considered for payment.

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- 8.4 On completion of contract, the contractor should raise the final bill showing the total amount payable, amount paid so far and the balance amount to be paid.
- 8.5 Payments shall be made by DCI within Forty five (45) days for RA bills and Ninety (90) days for final bill, from receipt of invoice/claim by the Contractor, provided the invoice is in order and complied with all requirements.
- 8.6 Copies of statements showing provident fund and other recoveries made from workers' salaries, receipts of deposits of the recoveries made in concerned offices must be attached to the Bill.
- 8.7 Prices charged by the Contractor for services performed shall not vary from the prices quoted by the Contractor in their bid.

## **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, 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**

Pursuant to Clause No. 8 of GCC, No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **11. Assignment**

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

## **12. Delay in the Contractor's Performance**

- 12.1 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.
- 12.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the DCI shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without Liquidated Damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 12.3 Except as provided under GCC Clause 08, 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 12, unless an extension of time is agreed upon without the application of liquidated damages.

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### **13. Liquidated Damages**

The Contractor has to deploy the barges at intended dredging site within 30 days from the date of issue of work order. In case of any delay in mobilising the barges/non availability of the barges during operation due to breakdown of barges and other reasons attributable to contractor, liquidated damages @ 1% per week or pro-rata upto a maximum of 10% of the contract value shall be levied on the Contractor by DCI. In case of breakdown of one barge, 50% of contract value shall be considered for levying LD.

### **14. Termination for Default**

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

- 14.1 If the Contractor fails to provide the service within stipulated time or within any extension thereof granted by the DCI (or)
- 14.2 If the Contractor fails to submit Performance Security or execute Contract Agreement as per the conditions of tender. (or)
- 14.3 If the Contractor fails to perform any other obligation(s) under the Contract.
- 14.4 If the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practice in pursuant with Clause No. 29 of ITB in executing the Contract.
- 14.5 In the event the DCI terminates the Contract in whole or in part, DCI may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to the DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

### **15. Force Majeure**

- 15.1 Notwithstanding the provisions of GCC Clauses 12, 13, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 15.2 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 etc.
- 15.3 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.

### **16. 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

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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.

**17. 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 7 days will be given.

**18. Settlement of Disputes/ Arbitration clause**

In case of dispute between DCI and the contractor, the issue will be referred to Chief General Manager of DCI and the decision of CGM shall be final, conclusive and binding on all the parties and the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of CGM.

Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a soul arbitrator, as per the provisions of the arbitrations and conciliation act 1996 and the award of the soul arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the arbitrations and conciliations act 1996.

The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

**19. Limitation of Liability**

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

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**20. 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.

**21. Applicable Law**

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

**22. Compliance with Statutory Requirement**

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

**23. Taxes and Duties**

- 23.1 The contractor shall pay all taxes, levies, duties, etc., excluding GST which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.
- 23.2 If any new taxes and/or increase/decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract.

**24. 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.

**25. Employment of Relatives**

The bidder shall enclose a certificate that "he/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the

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

## 26. Undertaking certificate

The tenderer shall enclose a certificate that the Contractor had not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

## 27. Litigation certificate

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

## 28. Notices

28.1 Any notice given by the party, pursuant to the Contract shall be sent in writing/telegram/fax/cable/E-mail to the address.

<u>Head Office</u>	<u>Project Office:</u>
HOD(Ops), Dredging Corporation of India Limited, 'Dredge House', HB Colony, Main Road, Seetammadhara, Visakhapatnam-530022. E-mail: <a href="mailto:hodops@dcil.co.in">hodops@dcil.co.in</a> / <a href="mailto:svprsad@dcil.co.in">svprsad@dcil.co.in</a> / <a href="mailto:blmurthy@dcil.co.in">blmurthy@dcil.co.in</a>	The Project In-charge, Dredging Corporation of India Ltd.,

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

## 29. Compliance with Statutory Requirements: Provident Fund Contributions

The bidder shall produce an independent PF Code number obtained from the concerned PF Commissioner and submit a copy of the same along with the tender. If the contractor fails to adhere to remit the PF amount as per the rules, DCI shall deduct an amount equal to the applicable rate towards PF of contractor's personnel from contractor's bills and remit the same to DCIL ECPF for onward remittance to PF authorities.

Presently the applicable rate is 25.16% with break up as follows:

- (a) Worker's contribution - 12%
- (b) Employer's contribution - 12%
- (c) Inspection charges payable to RPF - 1.16%

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## **SPECIAL CONDITIONS OF CONTRACT**

### **(SCC)**

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

#### **SCOPE OF WORK:**

- 1) DCI intends to engage Two nos. Self -Propelled Hopper Barges having Split Open/Bottom Door of capacity of each 800 Cu.M to 1500 Cu.M on charter hire basis(as per the BOQ) under long term contract basis for carrying out dredging works with DCI Backhoe-1 at various Ports of India for transportation of dredged material dredged by DCI Back-Hoe-1 from dredging area and dispose the same at designated dumping locations/ areas of respective Ports as directed by Project in charges and concerned Ports officials.
- 2) Initial contract period is Six months from the date of mobilisation of the barges at site as per work order and extendable by another Six months as per the requirement and discretion of DCI. Mobilisation and demobilisation charges are not payable for initial deployment of the barges for commencement of contract. The Retention/ Operational charges will be affected once the barges reach the site and reports Project in- Charge of the Particular Project office. In case of shifting of Dredger Back Hoe from one port to another Port, the mobilisation charges of the Barges will be paid as per sl.no.2 of BOQ considering actual voyage time as per the minimum speed mentioned in the tender.
- 3) The intended self-propelled hopper barges shall be hired on Retention charges per day of 24 Hrs or Pro-rata thereof for non working period and Daily working / Operational charges per day of 24 Hrs or prorata thereof during the working period. The self -propelled barges should be capable to ply in all the Indian Portswaters in all weather conditions during non monsoon period and to the extent allowed by respective ports during monsoon period. The self- propelled Barges should be in good working condition and capable of carrying loads to its maximum capacity. The best suitable self-propelled barges for the above purpose shall be selected and deployed. The offered self-propelled barges shall have manoeuvrability to go alongside the Backhoe-I dredger and cast off on their own without damaging the dredger, its equipment and any other port structures, property etc.
- 4) The offered self -propelled barges should follow and comply Port rules and regulations.
- 5) Average loaded speed of the intended barge should not be less than 4 Knots..
- 6) The self-propelled barges may be provided with overflow system to allow the water/Light material to overflow. The offered self-propelled barges should be provided with sufficient fenders to avoid damages to the Backhoe-I dredger while going along side and during loading.
- 7) Adequate radio/VHF communication system, all statutory requirements such as Lifesaving appliances, Fire fighting appliances etc as per relevant rules.
- 8) The Retention charges per day of 24 Hrs or Pro rata thereof of the barges shall be inclusive of manning, maintenance , running, mobilisation and demobilisation for the commencement of contract , material, fuel/lube oil, watch keeping, repair cost, agency charges, berth hire/anchorage charges,

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taxes, but excluding GST, all complete. Retention charges are payable for the periods other than operational period.

- 9 The daily working charges / Operational charges per day of 24 Hrs or prorata thereof of barges shall be inclusive of manning, running, mobilisation and demobilisation for the commencement of contract, material, fuel/Lube oil, watch keeping, repair cost, spares cost, agency charges, taxes but excluding GST, all complete. No charges are payable for the non availability of the barge(s) due to breakdown/maintenance/bunkering etc, during operational period.
- 10 The Barges and Crew provided to the Corporation shall possess valid documents, Licenses, valid insurances including comprehensive Insurance coverage and other relevant statutory documents etc., as prescribed by the concerned authorities, from time to time.
- 11 In case of break-down of one barge(s), alternative self-propelled hopper barge having equivalent/ higher capacity of similar specifications to be provided within 15 days by the Contractor at no extra cost. Mob/Demob charges are not payable. If he fails to do so, alternative arrangement will be made, and the additional expenses incurred, if any, by the Corporation thereof will be recovered from the Contractor while settling the bills.
- 12 There should not be any frequent Crew change in Barges or the Sarang. The Barges Crew /Staff should be advised/ instructed to behave politely with the officers/staff of DCI and Ports while discharging their duties.
- 13 **Price Variation clause (Fuel Escalation charges):**

The Bidder shall be entitled for reimbursement on any variation (increase/decrease) in the price of fuel of the barge.

Variation in fuel rate during the period of contract including extended period if any, the payment will be regulated along with the monthly bills supported by relevant fuel vouchers. Fuel consumption maximum up to 50 Litres of each barge / per hour or pro rata will be allowed only on Daily working / Operational hours of each barge for the purpose of Fuel escalation/de- escalation.

Price of Main fuel inclusive of all taxes, duties, levies, transportation, and OT, etc at Visakhapatnam as on date of opening of tender i.e 25.09.2020 as per IOCL official fuel circular shall be considered.

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

- 14 The determination of L-1 bidder for the each barge will be done on the basis of rate/cum as specified in the BOQs.
- 15 Since the bid evaluation and determination of L-1 bidder for the barges will be done on the basis of each Barge hopper capacity, tenderer shall furnish certification of Barges hopper capacity.(Valid Barge Survey certificate duly mentioning the Capacity of the hopper / Hopper volume.)
- 16 Contractor shall be responsible for removing any of its sunken plant, floating/ otherwise or any boat/vessel/crane/equipment during the course of execution of this work within the limits of the site.
- 17 Payments towards Retention charges and Working/ Operational charges shall be made for the actual number of days & hours barge operated based on daily reports. The operational or Retention charges for barge will be calculated on pro-rata basis as per Daily reports of barge to arrive the total No. of days and hours for both operations/ Retention charges for making payment. Payment will be made only towards actual deployment of Barge recorded as per DDRs duly signed by the Master of the

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DCI Backhoe certified by Project representative towards Operational Hours and Retention charges for the barge(s) supplied by the contractor.

- 18 While calculating no. of days the Barge is engaged, the working hours/ Retention hours in a day shall be converted into days for payment purpose at pro rata basis of 24 hours.
- 19 In case of non availability of work for the Backhoe after deployment of both the barges, one of the barges shall be demobilised with 5 days notice by paying demob charges. The same barge or equivalent capacity to be deployed in case of requirement at a later stage for which mobilisation charges are payable. Mob/demob charges shall be paid basing on the quoted operational charge and speed as per the tender.
- 20 **Risk and Cost:** In the event of breach of contract by the contractor and/or the contract is cancelled due to default on the part of the contractor, the balance work shall be carried out at the risk and cost of the contractor committing the breach of contract or default. The Corporation is entitled to withhold any sum due and payable to the contractor to carry out the balance work at his risk and cost.
- 21 **INTEGRITY PACT :**The Integrity pact has been included to this subject tender and to be signed on Rs.100/- Non judicial stamp paper and submitted by the bidders in two original as per the form 10. This integrity Pact will form part of the tender Document.

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**SAMPLE FORMS****Notes on Sample Forms:**

1. The Bid Form duly filled in should be submitted along with **Technical Bid (Cover A)**.
2. The Price Bid shall be submitted only along with **Price Bid (Cover B)**.
3. The Contract Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections, acceptable deviations etc.
4. The Performance Security form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.
5. The Certificate for Employment of relatives duly filled in should be submitted along with Technical Bid (Cover A).
6. The Certificate for Undertaking duly filled in should be submitted along with Technical Bid (Cover A).
7. The Certificate for Litigation duly filled in should be submitted along with Technical Bid (Cover A).
8. The Vendor Registration Form consisting details of (PAN, GST, Bank Details etc.) of the bidder along with the supporting documents should be submitted with Technical Bid (Cover A).
9. The Details of the Self Propelled Hopper Barges proposed to be deployed at Various Ports in India should be submitted with the Technical Bid.
10. Integrity Pact: The Integrity Pact has been included to the subject Tender and to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders as per the Form 10. This Integrity Pact will form part of the Tender Document.

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**BID FORM**

Date:

Signature of Contractor with seal

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

Gentlemen:

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

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020\_\_\_\_\_.

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

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

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

**PRICE BID (COVER B)**  
**BILL OF QUANTITY FOR BARGE -A**

Signature of Contractor with seal

**Name of the Work: Supply, manning and running of Two Nos Self Propelled Hopper Barges on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M capacity for deployment at various Ports in India.**

Sl. No	Description	Units	Unit Rate (Rs.) In figures And Words (a)	Qty. (b)	Total Amount (Rs.) In figures and Words (c) = (a) x (b)
01.	Retention charges per day for Supply, manning and Running of one No. Steel hull split open/ Bottom door hopper barge of having capacity of 800 to 1500 Cu. M with a minimum plying speed of 4 Knots for dumping the dredged material by DCI Back Hoe at the designated dumping areas at the respective Ports. The rate offered by the party shall be inclusive of mob/demob, manning , running , fuel/lub oil, repairs, stores/spares and agency charges for the entire period of contract including extension period if any (excluding of GST).  For Barge (A) = _____ Cu.M. Hopper Capacity.	Per day of 24:00 Hrs or Pro-rata thereof		90 days	
02.	Daily working / Operational charges for Supply, manning and Running of one No. Steel hull split open/ Bottom door hopper barge of having capacity of 800 to 1500 Cu. M with a minimum plying speed of 4 Knots for dumping the dredged material by DCI Back Hoe at the designated dumping areas at the respective Ports. The rate offered by the party shall be inclusive of mob/demob, manning , running , fuel/lub oil, repairs, stores/spares and agency charges for the entire period of contract including extension period if any (excluding of GST).  Breakdown/Repairs/Maintenance/Bunkering time for the Barge during the operational period shall be treated as off-hire and retention or operational charges are <b>not</b> payable).	Per day of 24 Hrs or Pro-rata thereof		90 days	
Grand Total in Rupees and words (X)					

**NOTE:**

- Both Retention and Daily working charges shall be considered for evaluation purpose.
- Evaluation for determining L-1 will done on the basis of Rate/cum by considering hopper capacity of self-propelled Barge and the rate quoted as per the following formula:

**Evaluation Formula**

- Total value of BOQ (Sl.No: 1 to 2) : X
- Rate / Cum : (X) / (2 Loads/day x 50% of Hopper capacity x 180days)

**Note: The overall L1 will be determined based on average rate/cum of BOQ-1 & BOQ-2**

**PRICE BID (COVER B)**

Signature of Contractor with seal

**BILL OF QUANTITY FOR BARGE –B**

**Name of the Work: Supply, manning and running of Two Nos Self Propelled Hopper Barge on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M capacity for deployment at various Ports in India**

Sl. No	Description	Units	Unit Rate (Rs.) In figures And Words (a)	Qty. (b)	Total Amount (Rs.) In figures and Words (c) = (a) x (b)
01.	Retention charges per day for Supply, manning and Running of one No. Steel hull split open/ Bottom door hopper barge of having capacity of 800 to 1500 Cu. M with a minimum plying speed of 4 Knots for dumping the dredged material by DCI Back Hoe at the designated dumping areas at the respective Ports. The rate offered by the party shall be inclusive of mob/demob, manning , running , fuel/lub oil, repairs, stores/spares and agency charges for the entire period of contract including extension period if any (excluding of GST).  For Barge (B) = _____Cu.M. Hopper Capacity.	Per day of 24:00 Hrs or Pro-rata thereof		90 days	
02.	Daily working / Operational charges for Supply, manning and Running of one No. Steel hull split open/ Bottom door hopper barge of having capacity of 800 to 1500 Cu. M with a minimum plying speed of 4 Knots for dumping the dredged material by DCI Back Hoe at the designated dumping areas at the respective Ports. The rate offered by the party shall be inclusive of mob/demob, manning , running , fuel/lub oil, repairs, stores/spares and agency charges for the entire period of contract including extension period if any (excluding of GST).  Breakdown/Repairs/Maintenance/Bunkering time for the Barge during the operational period shall be treated as off-hire and retention or operational charges are <b>not</b> payable).	Per day of 24 Hrs or Pro-rata thereof		90 days	
	Grand total in Rupees and words (X)				

**NOTE:**

- Both Retention and Daily working charges shall be considered for evaluation purpose.
- Evaluation for determining L-1 will done on the basis of Rate/cum by considering hopper capacity of self-propelled Barge and the rate quoted as per the following formula:

**Evaluation Formula**

- Total value of BOQ (Sl.No: 1 to 2 ) : X
- Rate / Cum : (X) / (2 Loads/day x 50% of Hopper capacity x 180 days)

**Note: The overall L1 will be determined based on average rate/cum of BOQ-1 & BOQ-2**

Signature of Contractor with seal

**FORM OF CONTRACT AGREEMENT**

This agreement made on \_\_\_\_\_ day of \_\_\_\_\_ between **M/s.DREDGING CORPORATION OF INDIA LIMITED**, a body under the Companies Act, 1956, having its registered Head Office at Visakhapatnam (hereinafter called “the EMPLOYER”, which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office”) of the one part and \_\_\_\_\_ (Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part, whereas the “Employer” is desirous of “**Supply, manning and running of Two Nos. Self -Propelled Hopper Barges on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M for deployment at various Ports in India**”and the Contractor has offered to \_\_\_\_\_ and whereas the CONTRACTOR has deposited a sum of Rs. \_\_\_\_\_ as Performance Security in the form of \_\_\_\_\_ for the due fulfillment of all the Conditions of the Contract:

Now this agreement witnessed as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
  - The Contract Agreement.
  - The Tender submitted by the Contractor.
  - Instructions to Tenderer.
  - Conditions of Contract.
  - Specification for the Works.
  - Price Bid.
  - Work order.
  - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the “Contract Price” of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) at the times and in the manner prescribed by the Contract.

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

**CONTRACTOR**

:

**EMPLOYER**

Signature

:

Signature of Contractor with seal

Signature

Name : Name :

Designation : Designation :

Seal : Seal :

In the presence of Witness

Signature : Signature :

Name & Address : Name & Address :



## (IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.:

Date:

To

The Dredging Corporation of India Limited,  
 'Dredge House', H.B Colony, Seethammadhara,  
 Visakhapatnam – 530 022.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A&2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the "DCI") having agreed to exempt M/s \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (herein after called the said "CONTRACTOR" from the demand under the terms and conditions of an Agreement/Contract/Work Order dated \_\_\_\_\_ made between DCI and Contractor for **"Supply, manning and running of Two Nos Self Propelled Hopper Barges on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M for deployment at various Ports in India."**(herein after called the said "Agreement"), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on \_\_\_\_\_ production \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ Bank \_\_\_\_\_ Guarantee \_\_\_\_\_ for \_\_\_\_\_ Rupees.....  
 .....Only),

1. We .....hereinafter referred (*indicate name of the Bank*) to as "the Bank" at the request of M/s.....(*Contractor*) do hereby undertake to pay to the DCI an amount not 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 name of Bank*)do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .....(say).....  
 .....only).
3. We .....(*indicate name of Bank*) undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our

Signature of Contractor with seal

liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We ..... (*indicate name of the Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on ....., we shall be discharged from all liability under this guarantee thereafter.
  
5. We, ..... further agree (*indicate name of the Bank*) that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
  
7. We, (*indicate name of the Bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.
  
8. This guarantee will remain in force until ..... All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to .....(..... Only).

Dated the .....day of .....2020.

**PROFORMA FOR EMPLOYMENT OF RELATIVES**

Date:28-08-2020

Signature of Contractor with seal

To  
HOD (Operations),  
The Dredging Corporation of India Limited,  
'Dredge House', H.B Colony, Seethammadhara,  
Visakhapatnam – 530 022.

Sir,

**Sub: Tender for “Supply, manning and running of Two Nos Self Propelled Hopper Barge on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M for deployment at various Ports in India.”–Reg.**

With reference to your Tender No.Ref :DCI/OPS/HO/ Hopper Barges/2020 Date: 28-08-2020 and as per Clause No. 25 of GCC, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘OR’

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

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

Thanking you,

Yours faithfully,

\*Strike out whichever is not applicable.

**PROFORMA FOR UNDERTAKING**

Signature of Contractor with seal

Date:28-08-2020

To  
HOD (Operations),  
The Dredging Corporation of India Limited,  
'Dredge House', H.B Colony, Seethammadhara,  
Visakhapatnam – 530 022.

Sir,

Sub: Tender for “**Supply, manning and running of Two Nos Self Propelled Hopper Barge on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M for deployment at various Ports in India.**”–Reg.

With reference to your Tender No.Ref :DCI/OPS/HO/ Hopper Barges/2020 Date: 28-08-2020 and as per Clause No.26 of GCC, we hereby undertake that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

and,

As per Clause No. 26 of GCC, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

**PROFORMA FOR LITIGATION**

Signature of Contractor with seal

Date:28-08-2020

To  
HOD (Operations),  
The Dredging Corporation of India Limited,  
'Dredge House', H.B Colony, Seethammadhara,  
Visakhapatnam – 530 022.

Sir,

Sub: Tender for “**Supply, manning and running of One No Self Propelled Hopper Barge on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M for deployment at various Ports in India.**”–Reg.

With reference to your Tender No.Ref :DCI/OPS/HO/ Hopper Barges/2020 Date: 28-08-2020 and as per Clause No.27 of GCC, we hereby certified that, we do not have any current litigation with any party/ firms.

‘OR’

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

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

Thanking you,

Yours faithfully,

\*Strike out whichever is not applicable.

**PROFORMA FOR UNDERTAKING**

Signature of Contractor with seal

Date:28-08-2020

To  
HOD (Operations),  
The Dredging Corporation of India Limited,  
'Dredge House', H.B Colony, Seethammadhara,  
Visakhapatnam – 530 022

Sir,

Sub: Tender for **“Supply, manning and running of One No Self Propelled Hopper Barge on long term charter basis having Split open/ Bottom door of hopper capacity of each 800 to 1500 Cu.M for deployment at various Ports in India.”**–“–Reg.

B. With reference to your Tender No. DCI/OPS/HO/ Hopper Barges/2020 Date: 28-08-2020, I hereby understood that, DCI will be giving work order on lowest (L-1) whose total for item no 1 to 2 is lowest as per BOQ- 1 & BOQ-2

Thanking you,

Yours faithfully,

**VENDOR REGISTRATION FORM**

1. Vender Details

Signature of Contractor with seal

- a) Name of the Vendor :
- b) Address :
  
- c) Place of Registration :
- d) Principal place of business :
- e) Email ID :
- f) Contact No. :

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

- a) PAN No. :
- b) GSTIN :
- c) Type of Vendor : Registered / Unregistered / Composite Dealer  
(Tick whichever is applicable)

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

- a) Bank Name, Branch & City :
- b) Bank Account Number :
- c) IFSC :

**DETAILS OF THE SELF PROPELLED HOPPER BARGE PROPOSED TO BE DEPLOYED**

**BARGE -A**

Signature of Contractor with seal

1. Name of the Tenderer :
2. Name of the self-propelled Barge :
3. Name of the owner :
4. Builder's name and Address :
5. Year of built :
6. Main dimensions :
  - (a) Length (Mtrs) :
  - (b) Breadth ( Should be 10 to 15 Mtrs as per the tender ) :
  - (c) Depth (Mtrs) :
  - (d) Draft (Mtrs) :
  - (e) Hopper Capacity(As per the tender it should be 800 to 1500 Cu.M) :
7. Make and Model of the Engine :
8. Horse Power of the Engine :
9. Particulars of registry of Barge and year of registry. :
10. Average loaded speed in Knots( Should not be less than 4.0 Knots) :
11. Maximum Loaded draft :
12. Registration Certificate :
13. Communication system held in operational condition on board :
14. LSA (Life Saving Appliances) & FFA (Fire Fighting Appliances) :
15. Place where the Barge is presently available (For Inspection ) :

NOTE: If the Tenderer is not the Owner, hire agreement / willingness of the Owner of the Barge should be submitted on stamp paper duly notarized / On letter head of the owner of the barge along with Tender.

**DETAILS OF THE SELF PROPELLED HOPPER BARGE PROPOSED TO BE DEPLOYED**

**BARGE-B**

Signature of Contractor with seal



1. Name of the Tenderer :
2. Name of the self- propelled Barge :
3. Name of the owner :
4. Builder's name and Address :
5. Year of built :
6. Main dimensions :
  - (a) Length (Mtrs) :
  - (b) Breadth ( Should be 10 to 15 Mtrs as per the tender ) :
  - (c) Depth (Mtrs) :
  - (d) Draft (Mtrs) :
  - (e) Hopper Capacity ( As per the tender it should be 800 to 1500 Cu.M) :
7. Make and Model of the Engine :
8. Horse Power of the Engine :
9. Particulars of registry of Barge and year of registry. :
10. Average loaded speed in Knots( Should not be lesser than 4.0 Knots) :
11. Maximum Loaded draft :
12. Registration Certificate :
13. Communication system held in operational condition on board :
14. LSA (Life Saving Appliances) & FFA (Fire Fighting Appliances) :
15. Place where the Barge is presently available (For Inspection) :

NOTE: If the Tenderer is not the Owner, hire agreement / willingness of the Owner of the Barge should be submitted on stamp paper duly notarized / On letter head of the owner of the barge along with Tender.

#### **4. INTEGRITY PACT**

#### **INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT**

Signature of Contractor with seal

- 1.0 As per SCC Clause 21 of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
- 2.0 Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
- 2.1 The non-judicial stamp papers are to be purchased on the name of the Bidder or **EMPLOYER** and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:

**"This stamp paper is an integral part of the Integrity Pact executed by us for**

*[Insert the name of the package]*

**Package and Specification Number** \_\_\_\_\_

*[Insert Specification Number: package]*

**[Sample is given overleaf]**

- 2.2 In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:

**"The Integrity Pact executed by us for** \_\_\_\_\_

*[Insert the name of the package]*

**Package and Specification Number** \_\_\_\_\_

*[Insert Specification Number of the package]*

**is enclosed herewith" [Sample is given overleaf]**

- 3.0 Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
- 4.0 All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- 5.0 Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
- 6.0 The Bidder shall not change the contents of the Integrity Pact.
- 7.0 Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

***Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly.***

***(These are instructions for execution and does not form part of the Integrity Pact)***

**Rs. 100/- Non-judicial Stamp paper**

**INTEGRITY PACT**

Signature of Contractor with seal

Between

*Dredging Corporation of India Limited (DCIL)* hereinafter referred to as "*The Principal*",

And

(\_\_\_\_\_ ) hereinafter referred to as "*The Bidder / Contractor*"

### **Preamble**

The Principal intends to award, under laid-down organisational procedures, contract(s) for the tender No. \_\_\_\_\_ the principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s)/ or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section I - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :
  - a) No employee of Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or other benefit which he/she is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and fairness. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all know prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 - Commitments of the Bidder(s) / Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation

Signature of Contractor with seal

in the tender process and during the contract execution:

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the execution of the contract.
  - b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purpose of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of Foreign Principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as Annexed and marked as Annexure.
  - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section - 2, above or in any other form such as to put his

Signature of Contractor with seal

reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender processor take action as per the procedure mentioned in the “Guidelines on Banning of business dealings” will be followed.

#### **Section 4:- Compensation for Damages.**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid security.
- (2) If the Principal has terminated the contract according to Section-3, the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5: Previous Transgression.**

- (1) The Bidder shall declares that no previous transgressions occurred in the last three with any other company in any country confirming to the anticorruption approach or with any Public Sector Undertakings / Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6: Equal treatment to all Bidders / Contractors / Subcontractors.**

- (1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.
- (3) The principal will disqualify from the tender process all bidders who does not sign this Pact or violate its provisions.

#### **Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / subcontractor(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer (CVO).

#### **Section 8: Independent External Monitor / Monitors.**

- (1) The Principal appoints competent and credible Independent External Monitors (IEMs) for

Signature of Contractor with seal

- this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
  - (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.
  - (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties Offer to the Monitor the option to parties in such meetings.
  - (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
  - (6) The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
  - (7) The Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the DCIL Board.
  - (8) If the Monitor has reported to the Chairman, DCIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman, DCIL has not, within the reasonable time taken visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
  - (9) The word '**Monitor**' would include both singular and plural.

### **Section 9 : Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 08 Months

Signature of Contractor with seal

after the last payment under the contract, and for all other Bidders 08 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Chairman of DCIL.

**Section 10: Other provisions.**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- **Issues like warranty / Guarantee etc. shall be outside the purview of Monitors**
- **In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.**

\_\_\_\_\_  
 (For & On behalf of Principal)  
 (Office Seal)

\_\_\_\_\_  
 (For & On behalf of Bidder/Contractor)  
 (Office Seal)

Place: \_\_\_\_\_

Witness 1 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_

Witness 2 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**CHECKLIST FOR TECHNO-COMMERCIAL& PRICE BID**

Signature of Contractor with seal

**TECHNO-COMMERCIAL:**

1. Duly filled and signed Bid Form.
2. Documentary evidence (description of work, contract amount, time limit for completion, liquidated damages levied) established in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
3. Copies of original certificates of registration etc., of the self-propelled Barges proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the self-propelled Barge, Crew and Third Party if any.
4. Copy of clear title of the ownership of the self-propelled Barges. If the tenderer is not the owner of the self-propelled Barges, necessary documents in support of the authorisation or lease granted by the owner of the Barges to the tenderer to offer and operate the self-propelled Barges by the tenderer. This authorisation or lease shall be executed on a stamp paper duly notarised.
5. Audited balance sheet for the last three years ending 31<sup>st</sup> March'2019.
6. Proof of Earnest Money Deposit through NEFT/RTGS furnished in accordance with ITB Clause 11.
7. PAN Number issued by Income Tax Authorities.
8. GST Registration Number.
9. Bank Details/Cancelled Cheque
10. Registration with provident fund authorities.
11. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
12. Copies of original document defining place of registration and principal place of business of the company or partnership.
13. Certificate for relatives in accordance with Clause No. 25 of GCC.
14. Undertaking certificate in accordance with Clause No. 26 of GCC.
15. Information regarding any current litigation in which the tenderer is involved in accordance with Clause No. 27 of GCC.
16. Undertaking certificate for executing item No.4 at the lowest rate quoted by bidder
17. Vendor Registration Form.
18. Integrity Pact- Integrity Pact on a non-judicial stamp paper of Rs.100/- in 2 originals.
19. Downloaded Tender Document duly signed on all the pages by tenderer.

**PRICE BID:**

1. Price Schedule (Schedule of Quantities)