



**DREDGING CORPORATION OF INDIA LTD**  
(A Government of India Undertaking)  
Head Office: Visakhapatnam.

Ref: DCI/HO/Pondy/Transport/2018/

Date: 09-02-2018

**Name of Work: Loading and Transporting of HDPE pipes of 500 mm dia. and  
pipeline equipments from Port of Puducherry to Visakhapatnam-reg.**

TENDER ISSUED TO M/s. ....

*General Manager (Ops)*

CONTRACTOR



**DREDGING CORPORATION OF INDIA LTD**  
(A Government of India Undertaking)  
Head Office: Visakhapatnam.

Ref: DCI/HO/Pondy/Transport/2018/

Date: 09-02-2018

**Name of Work: - Loading and Transporting of HDPE pipes of 500 mm dia. and pipeline equipments from Port of Puducherry to Visakhapatnam-reg.**

- |  |   |
|--|---|
| 1. Cost of Tender Document                   | : Rs.295/- (Including GST)  |
| 2. Issue of the tender document              | : 09-02-2018 to 21-02-2018<br>(1700 Hrs)  |
| 3. Last date and time for receipt of tenders | : 22-02-2018 at 1500 hrs  |
| 4. Date & time of opening of tender          | : 22-02-2018 at 1530 hrs  |
| 5. Address for issue and receipt of tenders  | :General Manager (Ops)<br>M/s. Dredging Corporation of India Ltd.<br>"Dredge House", 4 <sup>th</sup> Floor,<br>Port Area,<br>Visakhapatnam-530001,<br>CONTACT NO. 0891-2871299<br>E-mail ID: <a href="mailto:gmp1@dcil.co.in">gmp1@dcil.co.in</a> |

CONTRACTOR

**DREDGING CORPORATION OF INDIA LTD**  
(A Government of India Undertaking)  
Head Office: Visakhapatnam.

Ref: DCI/HO/Pondy/Transport/2018/

Date: 09-02-2018

**INVITATION FOR BIDS (IFB)**

**(NOTICE INVITING TENDER)**

**Sealed Tenders are invited in one cover (i.e.) by DREDGING CORPORATION OF INDIA LIMITED (DCI), Head Office, Visakhapatnam from experienced contractors for "Loading and Transporting of HDPE pipes of 500 mm dia. material from Port of Puducherry to Visakhapatnam".**

1. Name of Works : **Loading and Transporting of HDPE pipes of 500 mm dia. And pipeline equipments from Port of Puducherry to Visakhapatnam**
  
2. Period of Contract : 20 (twenty) days from the date of issue of work order including 05 days for submission of Performance security and for placement of Trailers, Loading at Puducherry Port, transportation from Puducherry port to Visakhapatnam, and unloading by DCI suitable equipment at designated place inside DCI Stack yard, Lova Gardens, Project Office, Visakhapatnam.
  
3. Earnest Money Deposit : Rs. 9,000/- (Nine Thousand Only)
  - (i) Name of the Company: M/s. Dredging Corporation of India Ltd,
  - (ii) Name of the Bank: Syndicate Bank.
  - (iii) Branch Name: DCI Ltd, Branch, Port Area, Visakhapatnam-530001.
  - (iv) Type of Account: Current Account No. 35833070000014
  - (v) IFSC Code: SYNB0003583
  - (vi) Swift Code: SYNBINBB032
  - (vii) GST No. 37AAACD6021B1ZB

CONTRACTOR

- 4 Issue of Tenders through DCI website /date of commencement of downloading of tender documents : 09-02-2018 to 21-02-2018 up to 1700 Hrs.
- 5 Last date for receipt of Tenders : 22-02-2018 up to 1500 Hrs. at the office of the General Manager (Ops), 4th floor, Dredging Corporation of India Limited, Dredge House, Port Area, **Visakhapatnam - 530 001.**
- 6 Opening of Tech Bids : 22-02-2018 at 1530 Hrs. in the Office of General Manager (Ops) , 4th floor, Dredging Corporation of India Limited, Dredge House, Port Area, **Visakhapatnam - 530 001.**
7. Tender document cost : Rs. 295/- including GST  
(Rupees Two hundred and ninety five only)  
(Non-refundable) by the way of NEFT/RTGS in favour of M/s. Dredging Corporation of India Ltd,  
Visakhapatnam.

Interested parties may download the document from the following websites [www.tenders.gov.in](http://www.tenders.gov.in) <http://eprocure.gov.in> and [www.dredge-india.com](http://www.dredge-india.com).. In such a case, downloaded document is required to be registered by forwarding a request letter to DCI Ltd., indicating their expression of interest of participation in bidding, credentials of experience, PAN Number and cost of tender document, so as to reach DCI Ltd., on or before the closing date as afore said through an authorised person / agent / or by Registered Post / Speed Post / Courier. The payment shall be made through NEFT/RTGS in favour of **Dredging Corporation of India Limited, Visakhapatnam**. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Dredging Corporation of India Ltd. reserves the right to:

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

GENERAL MANAGER (Ops)

CONTRACTOR

**PRE-QUALIFICATION CRITERIA:**

1. Experience of having successfully completed similar transportation works during last seven years ending December 2017 should be any of the following:
  - Three similar completed works costing not less than the amount of **Rs. 3.55 Lakhs. OR**
  - Two similar completed works costing not less than the amount of **Rs. 4.43 Lakhs. OR**
  - One similar completed work costing not less than the amount of **Rs. 7.09 Lakhs.**
2. Financial turn over during last 3 years ending 31<sup>st</sup> March 2017 (of the previous financial year) should be at least **Rs. 2.66 Lakhs.**

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

GENERAL MANAGER (Ops)  
 DREDGING CORPORATION OF INDIA LTD.  
 DREDGE HOUSE", PORT AREA,  
**VISAKHAPATNAM - 530 001.**  
 ANDHRA PRADESH (INDIA)  
 TELEPHONE NO.: 0891-2871299  
 FAX: 0891 - 2550 851  
 E - MAIL ID: [divakar@dcil.co.in](mailto:divakar@dcil.co.in)  
                   : [gmp1@dcil.co.in](mailto:gmp1@dcil.co.in)

Alternatively, tenderers may contact at the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc: From 1000 Hrs to 1700 Hrs (on working days)

JT. GENERAL.MANAGER (MKTG)  
 DREDGING CORPORATION OF INDIA LTD.  
 DREDGE HOUSE, PORT AREA,  
**VISAKHAPATNAM-530 001.**  
 ANDHRA PRADESH (INDIA)  
 TELEPHONE No. 0891- 2871332  
 FAX: 0891 - 2550 851  
 E-mail ID: [nsrprasad@dcil.co.in](mailto:nsrprasad@dcil.co.in)

**INSTRUCTIONS TO BIDDERS**  
**(ITB)**

**A. Introduction**

**1. Eligible Bidders**

This Invitation for Transporters is open to all Contractors who satisfy the conditions stipulated in the bid document. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients in accordance with ITB Clause 31.1.

**2. Cost of Bidding**

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.

**B. The Bidding Documents**

**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:

Instructions to Bidders (ITB)

General Conditions of Contract (GCC)

Special Conditions of Contract (SCC)

Technical Specifications

Sample Forms containing the following:

- 1. Bid Form.
- 2. Price Schedules (Schedule of Quantities).
- 3. Proforma for Bank Guarantee for Earnest Money Deposit.
- 4. Form of Agreement Form.
- 5. Form for Bank Guarantee for Performance Security Form.
- 6. Proforma for Relatives.
- 7. Proforma for Undertaking.
- 8. Proforma for details of Bank Account.
- 9. 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

A prospective Bidder requiring any clarification of the bidding documents may notify the DCI in writing or by fax at the DCI's address indicated in the Invitation for Bid. The DCI will respond in writing to any request for clarification of the bidding documents, which it receives not later than two (2) days prior to the deadline for the submission of bids prescribed in ITB. Written copies of the DCI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

#### 5. Amendment of Bidding Documents

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.

### C. Preparation of Bids

#### 6. 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.

#### 7. Documents Comprising the Bid

The Bids shall be in Two Cover System consisting of

- ❖ Techno Commercial Bid (Cover A); and
- ❖ Price Bid (Cover B)

The "Techno Commercial Bid" (Cover A) prepared by the Bidder shall comprise the following components:

- 7.2.1 A Bid Form **except** the Price Schedule completed in accordance with ITB Clause 8.
- 7.2.2 Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31<sup>st</sup> March'2017.
- 7.2.3 Earnest money deposit through NEFT/RTGS furnished in accordance with ITB Clause 12.
- 7.2.4 PAN Number issued by Income Tax Authorities.
- 7.2.5 GST Number.
- 7.2.6 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- 7.2.7 Copies of original document defining place of registration and principal place of business of the company or partnership.
- 7.2.8 Information regarding any current litigation in which the tenderer is involved.
- 7.2.9 Check list for Techno-Commercial Bid.
- 7.2.10 Downloaded Tender Document duly signed on all the pages by tenderer.

**8. Bid Form**

The Bidder shall complete the Bid Form except the Price Schedule furnished in the Bidding Document along with the enclosures specified in ITB Clause 7.2.1 and enclose the same in the cover containing the **"Techno-Commercial Bid" - (Cover A)** and properly sealed.

**9. Bid Prices.**

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.

The bidder shall quote his prices only in Price Schedule furnished in the bidding document and enclose it in the Price Bid. The bidder should not indicate the prices anywhere directly or indirectly in the "Techno Commercial Bid". Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions. Conditional tenders are liable for summary rejections.

**10. Bid Currencies**

Prices shall be quoted in Indian Rupees only.

**11. Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the DCI's satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements.

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

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, the Earnest Money Deposit for an amount of Rs. 9,000/- (Rupees Nine Thousand Only) through NEFT/RTGS in favour of Dredging Corporation of India Limited, Visakhapatnam. The Earnest Money Deposit shall not carry any interest.

12.2 The Earnest money is required to protect the DCI against the risk of Bidder's conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.6.

12.3 The Earnest money deposit shall be valid for thirty (30) days beyond the validity of the bid.

12.4 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 21.

12.5 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.



- 12.6 The earnest money deposit may be forfeited:
- (a) If a Bidder:
    - (i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
    - (ii) Does not accept the correction of errors pursuant to ITB Clause 21.2, or
  - (b) In the case of a successful Bidder, if the Bidder fails:
    - (i) To sign the contract in accordance with ITB Clause 29, or
    - (ii) To furnish performance security in accordance with ITB Clause 30.

### 13. Period of Validity of Bids

- 13.1 The Tenderer should keep open the validity of the Bid for 120 (One hundred and twenty) days from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 (Thirty ) days in case a request in writing or by email/ Fax by DCI is made before the expiry of the initial validity period of 120 (One hundred and twenty) days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 13.2 In case DCI asks for extension for validity of bid, the earnest money deposit provided under ITB Clause 12 shall also be suitably extended.

### 14. Format and Signing of Bid

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

## D. Submission of Bids.

### 15. Sealing and Marking of Bids

- 15.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words - **Cover-A** "Techno-Commercial Bid" for the work "Loading and Transporting of pipeline material from Puducherry port to DCI Stack yard, Project Office, Visakhapatnam (Unloading of pipeline shall be done by DCI)" to be submitted on or before 1500 Hrs on 22-02-2018.
- 15.2 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 "Loading and Transporting of pipeline material from Puducherry port to DCI Stack yard, Project Office, Visakhapatnam (Unloading of pipeline shall be done by DCI)" to be submitted on or before 1500 Hrs on 22-02-2018.

- 15.3 Tenderer should ensure that his tendered amount as per Cover - B is not mentioned in any other document directly or indirectly. The duly sealed covers "A" & "B" are to be put in a separate main sealed cover super scribed with the words "Name of the work "Loading and Transporting of pipeline material from Puducherry port to DCI Stack yard, Project Office, Visakhapatnam (Unloading of pipeline shall be done by DCI)" to be submitted to the. General Manager (Ops), Dredging Corporation of India Limited, 'Dredge House', Port Area, Visakhapatnam-530001 on or before 1500 Hrs. on 22-02-2018.
- 15.4 If the outer cover is not sealed and marked as required, DCI will assume no responsibility for the bid's misplacement or premature opening.

## **16 Deadline for Submission of Bids**

- 16.1 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.
- 16.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **17. Late Bids**

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

## **18. Modification of Bids**

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

## **E. Opening and Evaluation of Bids**

### **19. Opening of Bids by DCI**

- 19.1 DCI will open main cover and the Cover "A" Techno-Commercial Bids only in the presence of bidders' representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids i.e. on 22-02-2018. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.
- 19.2 All the Covers "B" containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.
- 19.3 The bidders' names, bid modifications or 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 "Techno-Commercial Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 17.

**20. Clarification of Bids**

- 20.1 During technical evaluation of the bids, DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 20.2 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 time, his bid will not be considered further.

**21. Preliminary Examination**

- 21.1 DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.2 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.
- 21.3 Prior to the detailed evaluation, pursuant to ITB Clause 22, 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.
- 21.4 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.

**22. Evaluation and Comparison of Bids**

- 22.1 The Cover "B" containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time of opening of Cover "B" Price Bid, shall be notified to all the technically qualified bidders and will be opened in the presence of such authorised persons or representatives who wish to be present.

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

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

**F. Award of Contract****24. Post -qualification**

- 24.1 In the absence of pre-qualification, DCI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with

- the criteria listed in the Bidding Document from the evaluation of the Techno-Commercial Bid.
- 24.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as DCI deems necessary and appropriate.
- 25. Award Criteria**  
Subject to ITB Clause 28, 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 27.
26. If the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms / conditions of the contract, without prejudice to its rights and remedies action deemed fit will be taken.
- 27. Right to Accept Any Bid and to Reject Any or All Bids**  
27.1 DCI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason thereby incurring any liability to the affected Bidder or Bidders.
- 28. Notification of Award**  
28.1 Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing by registered letter or email / fax, to be confirmed in writing by registered letter, that its bid has been accepted.  
28.2 The notification of award will constitute the formation of the Contract.
- 29. Signing of Contract**  
29.1 At the same time as DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with DCI at his cost.
- 30. Performance Security**  
30.1 Within Five (5) days of the receipt of notification of award from the DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 29 or ITB Clause 30 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security / EMD.
- 31. 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:

1. defines, for the purposes of this provision, the terms set forth below as follows:  
"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in contract execution; and
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.

Furthermore, Bidders shall be aware of the provision stated in Clause 21.1 of the General Conditions of Contract.

**32. General:**

- 32.1 Bid Documents are not transferable.
- 32.2 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.
- 32.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 32.4 All Signatures in the Document shall be dated.
- 32.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 32.6 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.

## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. Definitions

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

"Corporation" means Dredging Corporation of India Limited (DCI).

"Chairman and Managing Director (CMD)" means the Chairman and Managing Director of DCI.

"The Contract" means the agreement entered into between DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

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

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

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

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

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

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

"Excepted Risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by 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.

**2. Application**

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

**3. Standards**

The services provided under this contract shall conform to the Standards mentioned in "**Technical Specifications**".

**4. The Contract & General Obligations of Contractor:****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.

The Indian Contract Act, 1872

The Indian Arbitration and Conciliation Act (1996)

**5. Contractor to Execute Contract Agreement:**

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

**6. Interpretation of Contract Document - Engineers' Power**

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

**7. Contractor Cannot Sub-let the Work**

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

**8. Contractors' Price is Inclusive of All Costs.**

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing labour, equipment including supervision thereof, transporting to and from the site and in and about the work,

including loading, equipment and ancillary spares, watch-keeping, lighting, running expenses of the Trailers including fuel, oil, grease, wages of crew, mobilization, demobilization all taxes excluding GST and other things of every kind required for the completion work.

**9. Contractor is Responsible for safety of the DCI EQUIPMENTS including men and material:**

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

**10. Contractor to Supervise the Works**

Necessary and adequate supervision shall be provided by the contractor during execution of contract. The contractor or his competent and authorized agent or representative shall constantly be at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform the engineer or his Representative in writing about such representative / agent of him at site.

**11. 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.

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

The Contractor shall be deemed to have indemnified the DCI against all claims, demands, actions and proceedings and all costs arising there from on account of:

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

Payment of all royalties, rent, toll charges, local taxes, other payments or compensation if any for getting all materials and equipment required for the work.

Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.

Damage / injury caused to waterway and bridge on account of the movement of Contractor's vehicles and equipment in connection with the work.



**13. 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.

**14. Performance Security**

14.1 Successful tenderer shall be required to furnish an amount equivalent to 10% of the value of the contract by way of NEFT/RTGS in favor of Dredging Corporation of India Limited payable at Visakhapatnam within five days from the date of issue of Work Order.

14.2 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 5 (Five) days from the date of issue of the Work Order.

14.3 Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by In-charge /Project Manager, Puducherry. If Bank Guarantee is submitted against Performance Security, it should be valid till release of the first and final work done bill.

**15. Insurance**

DCI shall arrange necessary transit insurance, for the Pipes / material being transported at DCI's cost. All other Insurances such as Insurance for trailer, men and third party insurance shall be arranged by the contractor and in force throughout the contract period. No transshipment of the Pipes / material en-route shall be permitted.

**16. Prices**

Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid.

**17. Change Orders**

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.

**18. Contract Amendments**

Subject to GCC Clause 17, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**19. 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.

**20. Subcontracts**

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

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

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.

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.

Except as provided under GCC Clause 17, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

**22. Liquidated Damages**

If the Contractor fails to perform the Services within the period(s) specified in the Contract, the DCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, a sum equivalent to 1% per day of the contract price for delay in completion of whole work subject to maximum 10% of the contract price.

**23. 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:

23.1 If the Contractor fails to provide the service or within any extension thereof granted by the DCI or

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

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

For the purpose of this clause:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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.

In the event DCI terminates the Contract in whole or in part, DCI may execute, 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.

#### **24. Termination for Convenience**

DCI may, by written notice sent to the Contractor, terminating 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 one week will be given.

#### **25. Settlement of Disputes**

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

Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Chairman and Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996.

The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or 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.

**26. 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

**27. 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.

**28. Applicable Law**

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

**29. Taxes and Duties**

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

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

**30. 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.

**31. Employment of Relatives:**

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

**32. Undertaking certificate**

The tenderer shall have to give 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 not committed any offence the bid

process and have not committed any offence under the PC Act in connection with the bid.

The tenderer shall have to give a Certificate of any payments made or proposed to be made to any (Agents etc.,) in connection with the bid.

**33. Notices**

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

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

----

**SPECIAL CONDITIONS OF CONTRACT**

**(SCC)**

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

**1. SCOPE OF WORK:**

The dredging work of Puducherry Port was completed by DCI on 14.08.2017. On suspension of dredging work, the HDPE pipeline and other pipeline equipments lying inside the Puducherry Port which was mobilized in connection with dredging work is to be taken out from Puducherry Port premises. Therefore, DCI desires to Transport the following Pipeline equipment and other items from Puducherry Port to designated place inside DCI Stack yard, Lova Gardens, Project Office/ Central Stores Complex, DCI Head Office, Visakhapatnam.

<b>Materials to be transported from Puducherry to Visakhapatnam.</b>				
<b>Sl. No.</b>	<b>Description</b>	<b>Length (in mts)</b>	<b>Qty in Nos.</b>	<b>Trailers &amp; Taurus</b>
1	HDPE Pipes (500 mm dia.)	12.0	144	9 Trailers (11 tonnes per trailer)
2	Rubber Hoses,	2.0	20	
3	Self-Floaters,	1.5x1.5	158	5 No's (5 tonnes per Taurus/Truck)
4	MS Bend and Y- piece (90 & 45 degree bend 500 dia.)	0.5	3	
5	MS Reducer (500 dia. X 400 dia.)	0.5	1	

Note: All the above materials can be transported in 09 Nine nos. Trailers and 5 five No's Taros Truck. **Utmost care to be taken at Railway Gate at Port of Puducherry on loading and loading the Cradle with HDPE pipes from Trailers.**

The work involves loading of Pipes and pipeline accessories at Puducherry Port by engaging suitable cranes and man power in to the trailers/trucks, Transportation from Puducherry Port to DCI Stack yard, Lova Gardens, Project Office, Visakhapatnam as directed by site-in-charge by deploying suitable equipment and man power etc.,

The contractor should place the trailers/trucks within five days from date of receipt of Work order, and lift and transport the items of the schedule on top priority and complete the entire work within 30 days from the date of issue of work order.

The contractor shall give minimum 24 hours advance intimation prior to placement of Trucks / trailers for arranging passes / delivery of pipeline equipment at loading and unloading place.

The quantities of pipeline equipment shown in the schedule of quantities may increase or decrease by  $\pm 20\%$ . However, the payment will be made on actual quantity executed.

CONTRACTOR

Hence, the contractor will have no claim due to variations in quantity and should complete the work within the specified time.

The Contractor should make arrangements in such a way that the trailers reach the loading and unloading point during working days and working hours at the following addresses.

a) **Loading point:**

DREDGING CORPORATION OF INDIA LTD.,  
 Inside New Port Area,  
 Near Indira Gandhi Stadium,  
 Uppalam Road, Nethaji Nagar,  
 Puducherry-605001  
 Cont No. 9550407700

b) **Unloading point:**

Site In-Charge /Project In-Charge,  
 M/s. Dredging Corporation of India Limited,  
 DCI Stock Yard,  
 Lova Gardens, Gandhigram Post,  
 Visakhapatnam- 530005.  
 Phone No. 7675854559, 0891-2871356

- 1.1 Tendered rates shall be inclusive of Door collection and Door delivery, cost of loading, Transportation from Puducherry Port to designated place inside DCI Stack yard / Lova Gardens, Visakhapatnam., manpower, tools, tackles, cranes, ropes, lashings, etc., necessary for safe loading, transportation. During transit, the material shall be properly lashed and secured by the contractor at his own cost. No transshipment shall be allowed.
- 1.2 The period of contract is 30 (Thirty) days including placement of Trailers, Loading at Puducherry Port and transportation to designated place inside DCI Stack yard / Lova Gardens, Visakhapatnam.
- 1.3 The contractor is required to place the Trailers / Truck at loading Point i.e., at Puducherry port within five days on issuance of Work Order.
- 1.4 The transporter shall take care and precautions to ensure that the Pipes /Material are not damaged during loading, transit and unloading.
- 1.5 The transporter is responsible to clear the Pipes / Material through the Check Posts, Octroi and Toll Gates.
- 1.6 Payment in respect of transportation charges will be made within 30 (Thirty) days to the transporter at DCIL, Head Office, Visakhapatnam for transportation of pipeline equipment / materials subject to production of delivery challans and consignor copy of the L.R. duly acknowledging the receipt of the materials in full and in good condition by DCI Representative at unloading point along with bill in duplicate. Therefore, the condition of the material should be thoroughly inspected and the same must be

CONTRACTOR

recorded on challans at the loading point duly signed by DCI authorized representative at Puducherry Port.

- 1.7 Income tax shall be deducted on bill amount as per provisions of Income Tax Act as applicable at the time of release of payments.
- 1.8 It shall be the responsibility of the transporter in getting delivery challans endorsed at both loading and unloading places by the concerned Dredging Corporation's representative, duly indicating the details of equipment loaded and received at respective places with remarks such as condition of items, damages, losses, etc., written legibly. Corporation shall not be held responsible for delay in payment of bills on account of above clarifications / omissions on the part of the contractor to endorse the condition of materials at loading and unloading point respectively.
- 1.9 In case of failure to complete the entire work, Dredging Corporation of India Ltd., shall reserve the right to make alternative arrangements to complete the said balance or full transportation work at the risk and cost of the contractor.
- 1.10 Performance Security Deposit shall not carry any interest. The same will be returned after completion of work duly certified by **Project Manager / Site-In-Charge, Project office, Puducherry**. The performance security will be discharged by the DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.
- 1.11 As the tender shall be finalized on urgent need basis, the participated tenderer shall submit the tenders along with requisite documents. For the minor missing documents DCI will allow the tenderer to submit the requisite documents within reasonable time. Even though if party has failed to submit the requisite documents, such bid will not be considered further.



**1. Bid Form**

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

To:

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

Gentlemen:

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

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018\_\_\_\_\_.

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

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

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

CONTRACTOR

**PRICE SCHEDULE**  
**SCHEDULE OF QUANTITIES**

**Name of the Work:** Loading and Transporting of HDPE pipes of 500 mm dia. material from Port of Puducherry to Visakhapatnam

Sl. No.	Item	Quantity (No.)	Rate per unit		
			Unit	Rate / unit (Rs.)	Amount (Rs.) in figures and words
1	Transportation charges for 40 Feet length 12 Ton capacity (Minimum) suitable Trailers for loading and transportation of HDPE pipes 12 Meters long 500 MM dia. arranged in Cradles 12 Tons each (approx.) and Rubber Hoses inclusive of all taxes, fuel, men, material tools, cranes, tackles etc., as mentioned in the scope of work, including loading by the contractor at DCI Site/Project Office, Puducherry and un loading at Visakhapatnam by DCI Project Office, Lova Garden Visakhapatnam. (Excluding GST.)	09 Trailers	Each Trailer		
2	Transportation charges for floats, MS Bends, nuts, bolts, washers, and other materials by 05 Tonnes each Taros Truck from Port of Puducherry to Visakhapatnam inclusive of all taxes, fuel, men, material tools, cranes, tackles etc., including loading by the contractor at DCI Site/Project Office, Puducherry and un loading at Visakhapatnam by DCI Project Office, Lova Garden, Visakhapatnam. (Excluding GST.)	05 No's	Each truck		

**NOTE**

- a) The tenderer shall visit the site, examine the material to be transported, conditions prevailing for loading and transportation as the weights and dimensions given above are approximate and indicative only. No additional claims whatsoever shall be entertained on any account. The above mentioned quantities for loading and transportation are mentioned with our past experience. The contractor is required to place suitable vehicle(s) as per the rules of Motor vehicles Act to avoid any delay during transit by RTA authorities.
- b) The quantities of pipeline equipment shown in the schedule of quantities may increase or decrease by  $\pm 20\%$ , however, the payment will be made on actual quantity executed. Hence, the contractor will have no claim due to variations in quantity and should complete the work within the specified time.

CONTRACTOR

### 3. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To

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

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

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

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

THE CONDITIONS of this obligation are:

If the Tenderer withdraws his Tender during the period of Tender validity specified in the Tender, or

Having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.

Fails or refuses to execute the Agreement, if required or

Commence the work as per the Letter of Intent or Word Order

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

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

Dated.....day of .....2018

For

.....

(Indicate Name of the Bank)

CONTRACTOR

#### 4. FORM OF CONTRACT AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN the  
 ..... , a body corporate under ..... having its registered office at  
 ..... (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

\_\_\_\_\_ 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 WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are  
 respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as  
 part of this agreement viz:
  - The Contract Agreement
  - The Tender submitted by the Contractor
  - Instructions to Tenderer
  - Conditions of Contract
  - Specification for the Works
  - Price Bid
  - Work order
  - 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

Signed and sealed by:

CONTRACTOR

Signature :

Name :

Designation :

Seal :

In the presence of

Witness

a) Signature

Name & Address:

Signature:

Name :

Designation

Seal :

Signature

Name & Address:

CONTRACTOR

**5. FORM OF BANK GUARANTEE BOND**  
**(IN LIEU OF PERFORMANCE GUARANTEE)**

Bank Guarantee No.

Date

To

Dredging Corporation of India Limited

.....  
.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI - 110 091, India (herein after called the "DCI") having agreed to exempt M/s ..... having its Registered Office at .....(herein after called the said "Contractor" from the demand under the terms and conditions of an Agreement / Contract / Work Order dated .....made between DCI and Contractor for .....(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

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

2. We, .....

(indicate the name of Bank)

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).

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

CONTRACTOR

4. We ..... further

(indicate name of the Bank)

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

5. We, ..... further agree (indicate name of

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

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

7. We, ..... lastly undertake not to

(indicate name of the Bank)

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

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

Dated the .....day of .....2018.

**PROFORMA FOR RELATIVES**

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

Dear Sir,

**Sub: Tender for "Loading and Transporting of HDPE pipes of 500 mm dia. material from Port of Puducherry to Visakhapatnam-Reg.**

A. With reference to your Tender No. Ref: DCI/HO/Pondy/Transport/2018/ Date: xx-xx-2018 and as per Clause No. 31 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'

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

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

Thanking you,

Yours faithfully,

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

CONTRACTOR



**PROFORMA FOR UNDERTAKING**

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

Sir,

Sub: Tender for "Loading, Loading and Transporting of HDPE pipes of 500 mm dia. material from Port of Puducherry to Visakhapatnam- Reg.

A. With reference to your Tender No. Ref: DCI/HO/Pondy/Transport/2018/ Date: xx-xx-2018 and as per Clause No. 32 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,

B. As per Clause No. 32 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,

CONTRACTOR

**PROFORMA FOR DETAILS OF BANK ACCOUNT**

Date:

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

Sir,

Sub: Tender for "Loading and Transporting of HDPE pipes of 500 mm dia. material  
from Port of Puducherry to Visakhapatnam" -  
Reg.

With reference to your Tender Ref: DCI/HO/Pondy/Transport/2018/ Date: 09-02-2018, we hereby furnished our Bank Account details for payment through E-transfer as follows:

- 1 Name of the Firm :
- 2 Name of the Bank :
- 3 Name of the Branch :
- 4 Nature of account :
- 5 Account No. :
- 6 IFSC No. of the Bank :

Thanking you,

Yours faithfully,

CONTRACTOR

**CHECK LIST FOR TECHNO- COMMERCIAL BID**

A Bid Form **except** the Price Schedule

Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of Audited balance sheet for the last three years;

Certificate from Employers for having successfully completed works of similar nature.

Earnest Money Deposit in the form of BG/ RTGS/NEFT

PAN Number

Registration with Provident Fund Authorities as per the PF authorities.

GST Registration Number.

Power of Attorney on stamp paper, in favour of the person authorised to sign the tender document.

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

Information regarding any current litigation in which the tenderer is involved.

The bidder shall have to give a Certificate as specified in Clause 31 and 32 of GCC.

Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.