

TENDER DOCUMENT

**DREDGING CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
MATERIALS DIVISION:: DREDGE HOUSE
PORT AREA:: VISAKHAPATNAM 5300001**

OUR TENDER REF : DCI/MNO/TRANSPORTATION-18-19/01 DATE : 04.03.2019

NOTICE INVITING TENDER

1. WE INTEND TO UTILISE THE SERVICES OF IBA (INDIAN BANKERS ASSOCIATION) RECOMMENDED TRANSPORTERS FOR TRANSPORTATION OF OUR SHIP SPARES, STORES, EQUIPMENTS ETC WITHIN THE PLACES LIKE **VISAKHAPATNAM, ENNORE, TUTICORIN, AND PARADIP** ON RATE CONTRACT BASIS FOR SIX MONTHS ON KM BASIS.

NOTE : PARTY WILL BE FINALIZED BASED ON ITEM WISE L1 i.e SLAB WISE IN KMS.

2. INTERESTED PARTIES WHO ARE IN LINE OF TRANSPORTATION BUSINESS AND SUPPLYING VARIOUS TYPES OF VEHICLES TO GOVERNMENT COMPANIES/INDUSTRIAL ORGANISATIONS AND RECOGNISED BY IBA, CAN DOWNLOAD THE TENDER DOCUMENTS FROM WEBSITE : www.dredge-india.com & www.eprocure.gov.in AND SUBMIT THE TENDER DULY SIGNED.ACCOMPANIED ALONG WITH REQUISITE DOCUMENTS.

3. LAST DATE FOR SUBMISSION OF THE FILLED IN TENDERS IS ON 20.03.19 AT 1500Hrs. AND WILL BE OPENED ON THE SAME DAY AT 1530 Hrs.

4. THE CORPORATION RESERVES THE RIGHT TO ACCEPT OR DECLINE TO ACCEPT THE TENDER TO ANY PARTY/TENDERER AT ITS SOLE DISCRETION AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THIS RESPECT.

GENERAL MANAGER (MAT)

TENDER DOCUMENT

SECTION-I.

INVITATION FOR BIDS

(IFB)

BID FOR SUPPLY, MANNING AND RUNNING OF DIESEL DRIVEN TRUCKS, TRAILERS OF VARIOUS CAPACITY FOR TRANSPORTATION OF OUR SHIP SPARES, STORES, EQUIPMENTS ETC WITHIN THE PLACES LIKE **VISAKHAPATNAM, ENNORE, TUTICORIN, AND PARADIP** ON RATE CONTRACT BASIS FOR SIX MONTHS ON KM BASIS.

The Dredging Corporation of India Ltd., invites sealed bids in Two Cover System (Techno-Commercial Bid (Envelope A) and Price Bid (Envelope B) from eligible IBA (Indian Bankers Association) recommended Transporters available in and around **VISAKHAPATNAM, ENNORE, TUTICORIN, AND PARADIP** and having wide net work particularly Branches at all Indian sea ports for transportation of spares and stores as follows :

1. Interested eligible Bidders may obtain further information and inspect the bidding documents at the office of :

The GENERAL MANAGER (Material)
Dredging Corporation of India Ltd.,
Materials Division, 3rd Floor,
Dredge House, Port Area,
Visakhapatnam – 530 001.
Telephone: 0891- 2871312. GM (Mat)
 : 0891- 2871330. DGM (Mat)
E-mail : vkpraviraj@dcil.co.in, durgaprasad@dcil.co.in
GENERAL MANAGER (MAT) and DEPUTY GENERAL MANAGER (MAT)

2. The Applicants who wish to download the Tender Document from the website address www.dredge-india.com, www.dcitendersonline.com, www.eprocure.gov.in & www.tenders.gov.in may do so and the cost of Tender Document (Non-refundable) can be paid by way of online payment to the account of Dredging Corporation of India Ltd., Visakhapatnam and bank transaction proof may be submitted along with the tender documents. The downloading of tender documents shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such tenders are liable for outright rejection.
3. All bids must be accompanied by Earnest Money Deposit of **Rs.20,000.00** (Rupees TWENTY THOUSAND Only) and the proof of online transfer must be submitted along with the tender document. EMD exempted for MSME/NSIC vendors.
4. Techno-Commercial Bids (Envelope A) will be opened in the presence of Bidder's representatives who choose to attend at 1530 Hours on the same day **on** _____ at the Offices of Dredging corporation of India Ltd., Tender Opening Room, Ground Floor, Dredge House, Port Area, Visakhapatnam-530 001.

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5. After examining the responsiveness of the Techno-Commercial Bids (Envelope A), the Price Bids (Envelope B) of the responsive bids will be opened. The Price Bids of the non-responsive bids will be returned un-opened to the bidders.

SECTION -II.
INSTRUCTIONS TO BIDDERS
(ITB)

A. Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all Bank approved Transporters in and around Visakhapatnam who satisfy the conditions stipulated in the bid document.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with the persons working in Dredging Corporation of India Ltd.
- 1.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Cost of Bidding

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

B. The Bidding Documents

3. Content of Bidding Documents

- 3.1 The Transportation 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) Bid Data Sheet (BDS)
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Bid Form and Price Schedules
 - (g) Earnest Money Deposit Form
 - (h) Contract Form
 - (i) Performance Security Form
 - (j) Qualification Requirement

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

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the DCI in by email to durgaprasad@dcil.co.in and cscho@dcil.co.in . DCI will respond through email to any request for clarification of the bidding documents which it receives no later than Seven (07) days prior to the deadline for the submission of bids prescribed. Email of DCI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment will be notified through email to all prospective Bidders which have received the Bidding Documents and will be binding on them.
- 5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

- 6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DCI shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern

6.2 **Authority of Person Signing the Bid:**

If the Bid is submitted by a firm/transporter in partnership it shall be signed by all partners of the firm or by a partner holding the power of Attorney for the firm and a certified copy of Power of Attorney shall accompany the Bid. If the Bid is submitted by a limited Company it shall be signed by a duly authorized person holding the Power of Attorney for signing the bid in which case a certified copy of the Power of Attorney shall accompany the Bid.

7. Documents Comprising the Bid

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

- (a) A Bid Form and a Price Schedule (**Rates not to be indicated**) completed in accordance with ITB Clauses 8, 9 and 10;
- (b) Documentary evidence established in accordance that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (c) Earnest Money Deposit furnished in accordance with ITB Clause 13.

7.2 "Price Bid" (Envelope B) shall consists of Section VIII Form 1 – Bid Form and Price Schedule duly filled in.

8. Bid Form

8.1 The Bidder shall complete the Bid Form and the Price Schedule furnished in the Bidding Documents, including a brief description of the type of trucks etc. The Price Schedule in the Techno-Commercial Bid (Envelope A) **will not be filled in.**

9. Bid Prices

9.1 The Bidder shall indicate in the Price Schedule (Envelope B), the unit prices (where applicable) and total bid price per trucks/trailers, it proposes to supply for transportation of ship spares etc., under the contract.

9.2 Prices quoted by the Bidder shall be fixed, during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

9.3 However, escalation (increase or decrease) in the cost of Diesel rates, as per the directives of Govt. of India shall be reimbursed pursuant to clause 32 of ITB

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10. Bid Currencies

10.1 Prices shall be quoted in Indian Rupees only.

11. Documents Establishing Bidder's Eligibility and Qualifications

11.1 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:

- a) That the Bidder has the financial capability, having its branches at all Indian sea ports and Capability necessary to perform the contract as per Qualification Requirements Form No.7 in Section VIII.
- b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

12. Documents Establishing services of transportation' and Conformity to Bidding Documents

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services which the Bidder proposes to supply trucks/trailers for transportation of ship spares and stores under the contract.

12.2 The documentary evidence of conformity of the transport services to the bidding documents may be in the form of data, and shall consist of: a detailed description of the essential technical and performance characteristics of the services;

13 Earnest Money Deposit

13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, an earnest money Deposit in the amount specified in the **Bid Data Sheet**.

13.2 The earnest money deposit is required to protect Dredging Corporation of India Limited Against the risk of Bidder's conduct which would warrant the earnest money deposit's Forfeiture Pursuant to ITB Clause 13.7.

13.3 The earnest money deposit shall be denominated in Rupees, and shall be in the form of a bank guarantee or must be submitted by depositing the said amount by online transfer into

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M/s. Dredging Corporation of India Limited,

**Current Account No: 3583307000014,
IFSC/RTGS CODE: SYNB0003583,
SWIFT CODE: SYNBINBB032,
BANK NAME: Syndicate Bank,
BRANCH NAME: DCI LTD, Port Area Branch,
Visakhapatnam - 530001.**

- 13.4 Any bid not accompanied by the Earnest Money Deposit in accordance with ITB Clauses 13.1 and 13.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 22.
- 13.5 EMD & Tender Fees is exempted for MSME/NSIC/DCI vendors.
- 13.5 Unsuccessful bidders' Earnest Money Deposit will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DCI pursuant to ITB Clause 14.
- 13.6 The successful Bidder's Earnest Money Deposit will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.
- 13.7 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 22.2; or
 - (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) To sign the contract in accordance with ITB Clause 30; or
 - (ii) To furnish performance security in accordance with ITB Clause 31.

14. Period of Validity of Bids

- 14.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by DCI, pursuant to ITB Clause 17. A bid valid for a shorter period shall be rejected by DCI as non-responsive.
- 14.2 In exceptional circumstances, DCI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing through mail. The earnest money deposited under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its earnest money deposit. A Bidder granting the request will not be required nor permitted to modify its bid.

15. Format and Signing of Bid

- 15.1 The Bidder shall prepare an original and one copy of the bid, clearly marking each "ORIGINAL BID" and "FIRST COPY OF BID,"(Techno Commercial Bid and Price Bid separately) as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and the one copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 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 the words, "Paise" after decimal figures.
- 15.4 Any inter lineation, erasures, or overwriting shall be valid only if they are initialed and stamped by the person or persons signing the bid.

D. Submission of Bids

16. Sealing and Marking of Bids

- 16.1 The Bidder shall seal the original and first copy of the bid (Techno Commercial Bid (Envelope A) and Price Bid (Envelope B) separately) in separate envelopes, duly marking the envelopes as "ORIGINAL" and "FIRST COPY." The envelopes shall then be sealed in an outer envelope.
- 16.2 The inner and outer envelopes shall:
- (a) be addressed to DCI at the address given in the **Bid Data Sheet**; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB Clause 20.1.
- 16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."
- 16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, DCI will assume no responsibility for the bid's misplacement or premature opening.

17. Deadline for Submission of Bids

17.1 Bids must be received by DCI at the address specified under ITB Clause 16.2 (a) not later than the time and date specified in the **Bid Data Sheet**.

In the event of specified date for the submission of bids, being declared a holiday for the DCI Ltd., the bids will be received up to the appointed time on the next working day.

17.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the DCI Ltd, and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids:

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

19. Modification and Withdrawal of Bids

19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by DCI prior to the deadline prescribed for submission of bids.

19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

19.3 No bid may be modified subsequent to the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its earnest money deposit.

E. Opening and Evaluation of Bids

20. Opening of Bids by DCI Ltd.,

20.1 The DCI will open all the Techno-commercial Bids (Envelope A) in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the DCI Ltd, the bids shall be opened at the appointed time and location on the next working day.

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- 20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, 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. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.
- 20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 20.4 The DCI will prepare minutes of the bid opening.

21. Clarification of Bids

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

22. Preliminary Examination

- 22.1 The Dredging Corporation of India Ltd, will examine the bids to determine whether
- They are complete,
 - Required sureties have been furnished,
 - The documents have been properly signed, and
 - The bids are generally in order.
- 22.2 DCI Ltd., may waive any minor informality, nonconformity, 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.
- 22.3 Prior to the detailed evaluation, DCI Ltd., will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning
- Earnest money deposit (ITB Clause 13),
 - Applicable Law (GCC Clause 30),
 - Taxes and Duties (GCC Clause 32),
 - Performance Security (GCC Clause 7), and
 - Force Majeure (GCC Clause 24)

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will be deemed to be a material deviation. DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.4 Failure to furnish the information required in the tender document or submission of a tender containing counter conditions will result in the rejection of the tender.

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

23. Evaluation and Comparison of Bids

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

23.2 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 discrepancy between words and figures, the amounts in words will prevail.

If the Bidder does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited.

24. Contacting DCI Ltd,

24.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact Dredging Corporation of India Ltd., on any matter related to the bid, it should do so in writing through mail.

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

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

24.4 The bidder shall disclose any payment made or proposed to be made to any intermediaries (Agents, etc.,) in connection with the bid.

24.5 "Before releasing the final payment, after the work is completed the contractor is required to submit a No Due Certificate to the employer without prejudice to the claims raised by him

before seeking the release of final bill and the contractor shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a No Claim or No Dues Certificate”

- 24.6 The Vehicles and Drivers provided to the Corporation for Transportation of materials shall possess valid Road Tax Token, License, Motor Insurance Coverage, Pollution Control Certificate and other relevant statutory documents etc., as prescribed by the concerned authorities from time to time.

F. Award of Contract

25. Post –qualification

- 25.1 In the absence of prequalification, DCI Ltd., will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 11.2.
- 25.2 The determination will take into account the Bidder’s financial, and 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 Ltd, deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s bid, in which event DCI Ltd, will proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

26. Award Criteria

- 26.1 Subject to ITB Clause 28, Dredging Corporation of India Limited, will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

27. Right to vary Quantities at the Time of Award

27.1 Dredging Corporation of India Limited, reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

28.1 Dredging Corporation of India Limited, 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 thereby incurring any liability to the affected Bidder or Bidders.

29. Notification of Award

29.1 Prior to the expiration of the period of bid validity, Dredging Corporation of India Limited will notify the successful Bidder in writing by email, to be confirmed in writing by email, that its bid has been accepted.

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

29.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 31, Dredging Corporation of India Limited, promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its earnest money deposit, pursuant to ITB Clause 13.

29.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Dredging Corporation of India Limited. Dredging Corporation of India Limited will promptly respond in writing through mail to the unsuccessful Bidder.

30. Signing of Contract

30.1 At the same time as Dredging Corporation of India Limited, notifies the successful Bidder that its bid has been accepted, Dredging Corporation of India Limited, will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

30.2 Within 30(thirty) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to Dredging Corporation of India Limited.

31. Performance Security

31.1 Within thirty (30) days of the receipt of notification of award from Dredging Corporation of India Limited, 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 or another form acceptable to Dredging Corporation of India Limited,

- 31.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 30 or ITB Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event Dredging Corporation of India Limited, may make the award to the next lowest evaluated bidder or call for new bids.

32. Escalation of Rates due to increase /decrease in Diesel Prices:

- 32.1 Revision of Freight Charges due to increase or decrease in Diesel Prices, declared by the **Government of India**, will be worked out and revised during the currency of the Contract based on the retail selling price from the month following the transport contract, based on the retail selling price of Diesel at Visakhapatnam. Documentary proof showing the Diesel Price prior to and after increase/decrease should be furnished by the transport Contractor to D.CI. The revision of freight charges will be worked out and regulated proportionately basing on the Retail Selling Price of HSD Oil in Visakhapatnam City from the date of Contract entered into.

The calculation of Diesel increase/decrease will be made as per following Formula:

$$\frac{\text{Distance x (Base Price – Current Price)}}{\text{Average Kms. Per Liter}}$$

For this purpose 5 running kms per litre will be considered in order to work out rate of increase. The amount of increase on original Freight Rates is nothing but extra cost of Diesel.

33. Corrupt or Fraudulent Practices

- 33.1 The DCI requires that all Bidders/Service Providers/Contractors observe the highest standard of ethics during the Transportation service and execution of such contracts.

In pursuance of this policy, Dredging Corporation of India Limited,

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- [i] "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the services of transportation process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a transportation service 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 the DCI of the benefits of free and open competition;
- (b) 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;

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- (c) will declare a transporter/firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the transporter/firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 33.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 23.1 of the General Conditions of Contract.
- 34. Over Dimension :** OD if any will be reimbursed by DCI at actual on submission of documentary proof and same should be incorporated in invoice .

Note : Please provide the standard formula for calculating over dimensional consignments as per transportation norms in India with documental proof.

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	<p>7. TENDER DOCUMENT COST : The Tender must be submitted along with Tender document cost for Rs. 295/- (Rupees TWO HUNDRED NINETY FIVE Only) including GST@ 18% (NON-REFUNDABLE) by depositing the said amount by online transfer into Dredging Corporation of India Limited, Current Account No: 35833070000014, IFSC/RTGS CODE: SYN0003583, SWIFT CODE: SYNBINBB032, BANK NAME: Syndicate Bank, BRANCH NAME: DCI LTD, Port Area Branch, Visakhapatnam530001.</p> <p>8. EMD : The Tender must be submitted along with Earnest Money Deposit (EMD) for Rs.20,000/-(Rupees TWENTY THOUSAND Only) (REFUNDABLE)by depositing the said amount by online transfer into Dredging Corporation of India Limited, Current Account No: 35833070000014, IFSC/RTGS CODE: SYN0003583, SWIFT CODE: SYNBINBB032, BANK NAME: Syndicate Bank, BRANCH NAME: DCI LTD, Port Area Branch, Visakhapatnam530001.</p>
ITB 13.1	Amount of Earnest Money Deposit : Rs.20,000/- (Rupees Twenty Thousand Only)
ITB 14.1	Bid validity period : Six months {180 Days.}
ITB 16.2 (a)	<p>Address for bid submission:</p> <p>Sri. B.Durga Prasad Babu Deputy General Manager (MAT) The Dredging Corporation of India Limited, Materials Division, 3rd Floor, Dredge House, Port Area, Visakhapatnam – 530 001. Telephone:0891-2871330 MANAGER(MATLS)</p> <p>E-mail : durgaprasad@dcil.co.in DGM (Mats.)</p>
ITB 17.1	<p>Deadline for bid submission : _____ at 1500 Hrs.</p> <p>In the Tender Box provided at Materials Division, 3rd Floor, Dredge House, Port Area, Visakhapatnam-530001.</p>
ITB 20.1	<p>Time, date, and place for bid opening : on _____ at 1530 Hrs.</p> <p>Tender Opening Room, Gr. Floor, Dredge House, Port Area, Visakhapatnam-530001.</p>
Section VI – Part - I	Period of Contract : 3 Months

SECTION IV
GENERAL CONDITIONS OF CONTRACT
(GCC)

1. Definitions

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

- (a) "The Contract" means the agreement entered into between Dredging Corporation of India Limited and the Transporter, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Transporter under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery and / or other materials which the transporter/bidder is required to transport to the DCI Projects / Places under the Contract.
- (d) "The Services" means those services ancillary to the transportation of the goods, ship spares and stores such as transportation and insurance and any other incidental services, and other obligations of the Transporter covered under the Contract.
- (e) The "Specification" means detailed written instructions, and other terms and conditions of the contract or any other information and / or instructions furnished in writing by Dredging Corporation of India Limited.
- (f) The "Material" means Ship spares, General stores, equipments, plant, machinery, services or combination of all these above forming part and / or associated with the fulfillment of the contract.
- (g) "The Corporation" means the Dredging Corporation of India Ltd. having its Head Office at Dredge House, Port Area, Visakhapatnam – 530 001, Andhra Pradesh.
- (h) "GCC" means the General Conditions of Contract contained in this section.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "The Bidder/Transporter" means the individual or firm rendering the services of transportation of the Goods, Ship spares and services under this Contract and **named in SCC.**
- (k) "The Project Site," where applicable, means the place or places **named in SCC.**
- (l) "Day" means calendar day.

2. Application

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

3. Priority of Contract Documents:

3.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy between specifications and schedule of requirements, General Conditions of Contract, Special Conditions of Contract, and the priority of the documents forming the contract shall be as follows:

1. Description in specifications and Schedule of Requirements
2. Special Conditions of Contract
3. General Conditions of Contract

If there are ambiguities or discrepancies in any document forming part of the contract, General Manager (Materials) of DCI shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding.

4. Standards

4.1 The services rendered under this Contract shall conform to the standards mentioned in Specifications, and, when no applicable standard is mentioned, the Standards prevailing in India in the line of transportation business as per Government rules and such standard shall be the latest issued by the concerned institution at the time of entering into contract.

4.2 Wages should be paid by the tenderer to the workmen and the contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wages of workmen.

4.3 The tenderer shall also strictly comply with the various provisions of the labour welfare statutes like contract labour regulations, Employees Provident Fund provisions Act, Motor Vehicle Transport Act etc.,

4.4 All liabilities such as compensation under Workmen's Compensation Act, PF Act and other regulations of the Govt. prevailing and as amended from time to time shall be to the tenderer's account and the Tenderer must indemnify the DCI against such liabilities.

4.5 The Tenderer should ensure that the vehicles are reported as per requirement within the stipulated time. In case of breakdown of the vehicle during transit, it should be brought to our notice immediately and alternative arrangements should be made for transportation of materials as per consignment note at no extra cost.

5. Use of Contract Documents and Information; Inspection and Audit :

- 5.1 The Transporter shall not, without the Dredging Corporation of India Limited's written consent, disclose Contract, or any provision thereof, or any specification, pattern, or information furnished by or on behalf of Dredging Corporation of India Limited in connection therewith to any person other than a person employed by the Transporter in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The Transporter shall not, without Dredging Corporation of India Limited's prior written consent, make use of any document or information enumerated in Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of Dredging Corporation of India Limited and shall be returned (in all copies) to Dredging Corporation of India Limited on completion of the Transporter's performance under the Contract if so required by Dredging Corporation of India Limited.
- 5.4 The Transporter shall permit the Dredging Corporation of India Limited to inspect the Transporter's accounts and records relating to the performance of the Transporter and to have them audited by auditors appointed by the Dredging Corporation of India Limited, if so required by Dredging Corporation of India Limited.

6. Patent Rights (NOT APPLICABLE FOR THIS TENDER)

- 6.1 The Transporter shall indemnify the DCI Ltd., against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

- 7.1 Within thirty (30)days after the Transporter's receipt of notification of award of the Contract, the Transporter shall furnish performance security to Dredging Corporation of India Limited in the amount specified in the Special Conditions of Contract.
- 7.2 The proceeds of the performance security shall be payable to Dredging Corporation of India Limited as compensation for any loss resulting from the Transporter's failure to complete its obligations under the Contract.
- 7.3 The performance Security shall be in one of the following forms:

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a) A Bank guarantee from a scheduled bank drawn in favour of Dredging Corporation of India Limited payable at Visakhapatnam which acceptable to Dredging Corporation of India Limited, and in the form provided in the Bidding Documents or another form acceptable to Dredging Corporation of India Limited, or

b) The said amount to be deposited into A/c of :

**Dredging Corporation of India Limited,
Current Account No: 3583307000014, IFSC/RTGS
CODE: SYNB0003583, SWIFT CODE: SYNBINBB032, BANK
NAME: Syndicate Bank, BRANCH NAME: DCI LTD, Port Area
Branch, Visakhapatnam- 530001.**

7.4 The performance security will be discharged by Dredging Corporation of India Limited and returned to the Transporter not later than thirty (30) days following the date of completion of the Transporter's performance obligations, plus six months for due fulfillment of contractual obligations after completion of the contract.

8. Inspection

Successful tenderer is required to inspect the materials before transportation enable the transporter for placement of suitable vehicle. The transporter is totally responsible for collection and delivery of the consignment as per destination indicated in the Lorry Receipt / Work Order at no extra cost.

9. Packing

9.1 The Transporter should cover the packages/boxes etc., loaded on truck/trailer for transportation, properly with tarpaulin during transit to protect from rain water and other adverse climatic conditions to their final destination as indicated in the Contract.

10. Delivery and Documents

10.1 Delivery of the Goods/ship spares and stores shall be made by the Transporter in accordance with the terms specified in the Schedule of Requirements. The details of consignment note and/or other documents to be furnished by the Transporter are specified in SCC.

10.2 Documents to be submitted by the Transporter are **specified in SCC.**

11. Insurance

11.1 The Goods / ship spares and stores transported under the Contract shall be fully insured against loss or damage by DCI in the manner specified in the Special Conditions of Contract. This does not absolve the contractor's responsibility towards safety of the materials during transit including war risks and strikes.

12. Transportation

12.1 Where the Transporter is required under the Contract to transport the Goods / ship spares and stores to a specified place of destination, defined as the Project Site, transportation to such place of destination, as shall be specified in the Contract, shall be arranged by the Transporter, and related costs shall be as per the Contract Price.

13. Incidental Services

13.1 Prices charged by the Transporter for the preceding incidental services if any, if not included in the contract price for the mode of transport, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Transporter for similar services.

14. Warranty

14.1 The Transporter warrants that the Goods /materials to be transported under this Contract are new, unused of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

14.2 During the Warranty period, the Transporter shall attend to the incidents /lapses / misplacement of materials transported immediately within 2-3 days and to initiate action for locating the missed materials if any during transit or conducting survey and to submit report on free of cost upon receipt of intimation from the DCI Officials of DCI Project Office/Head Office.

14.3 Dredging Corporation of India Limited shall promptly notify the Transporter in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Transporter shall, with all reasonable speed, conduct the survey for the loss/damage of the Goods/materials or parts thereof, without cost to Dredging Corporation of India Limited, other than, where applicable, the cost of inland delivery (Transportation) of the traced goods/materials from the port of entry to the final destination.

14.5 If the Transporter, having been notified, fails to remedy the loss/damage(s) within a reasonable period, the DCI Ltd., may proceed to take such remedial action as may be necessary, at the Transporter's risk and expense and without prejudice to any other rights which Dredging Corporation of India Limited may have against the Transporter under the Contract

15. Payment

15.1 The method and conditions of payment to be made to the Transporter under the Contract shall be specified in the Special Conditions of Contract.

15.2 The Transporter's request(s) for payment shall be made to the Dredging Corporation of India Limited, in writing, accompanied by an invoice describing, as appropriate, the Goods

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/ship spares and stores transported and the services performed, and submitted and upon fulfillment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Dredging Corporation of India Limited., within thirty (30) days of submission of an invoice and acknowledge LR by the Transporter for the complete transportation as per work order.

15.4 The Transporter should invariably mention/emboss the PAN NO. and GST no of Transporter as well as DCIL in the Invoice for the claim of Transportation charges, failing which income tax will be chargeable.

Income Tax and other taxes as applicable will be recovered from the Transport Contractors before releasing payment.

16. Prices

16.1 Prices charged by the Transporter for Transportation of Goods/ship spares and stores to be transported vehicle wise and Services performed under the Contract shall not vary from the prices quoted by the Transporter in its Bid Form and Price Schedule.

16.2 The Prices offered against this tender should be inclusive of Door collection and Door delivery charges. However, charges for loading & unloading of the materials will be borne by DCI.

16.3 The rates would be inclusive of fuel / other oils, repairs, toll gate fees, parking fees, driver's daily expenses (batta / tips) charges.

17. Change Orders

17.1 The Dredging Corporation of India Limited may at any time by a written order given to the Transporter, make changes within the general scope of the Contract in any one or more of the following:

- a) Specification, where goods /ship spares and stores to be transported under the Contract are to be specifically meant for the Dredging Corporation of India.
- b) The place of delivery or
- c) The transportation services to be provided by the Transporter.

17.2 If any such change causes an increase or decrease in the cost or the time required for the Transporter's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both and the Contract shall accordingly be amended. Any claims by

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

18. Contract Amendments

18.1 Subject to GCC Clause 15, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

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

20. Subcontracts

20.1 The Transporter shall notify the DCI Ltd in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Transporter from any liability or obligation under the Contract.

20.2 Subcontracts must comply with the provisions of GCC Clause 3.

21. Delays in the Transporter's Performance

21.1 Delivery/Transportation of the Goods/ship spares and stores and performance of Services shall be made by the Transporter in accordance with the time schedule prescribed by the Dredging Corporation of India Limited in the Schedule of Requirements.

21.2 The Transporter from time to time furnish such reports concerning the progress of the contract and or transportation of the material in such form as may be required by the DCI Ltd., merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report. The submission, receipt and acceptance of such reports shall not prejudice the rights of the DCI Ltd., under the contract, nor shall operate as an estoppel against DCI Ltd., merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report.

21.3 If at any time during performance of the Contract, the Transporter or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods / ship spares/stores and performance of Services, the Transporter shall promptly notify the Dredging Corporation of India Limited, in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the transporter's notice, DCI Ltd., shall evaluate the situation and may at its discretion extend the Transporter's time for performance, with or without

liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

- 21.4 Except as provided under GCC Clause 22, a delay by the Transporter in the performance of its delivery obligations shall render the Transporter liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

22. Liquidated Damages

- 22.1 If the Transporter fails to deliver any or all of the Goods/ship spares and stores or to perform the Services within the period(s) specified in the Contract, the DCI Ltd., shall, without prejudice to its other remedies under the Contract, deduct from the Transportation Bill, as liquidated damages, a sum equivalent to the percentage specified in SCC of the contract for the delayed period(s) or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the DCI Ltd may consider termination of the Contract pursuant to GCC Clause 21.

23. Termination for Default

- 23.1 The Dredging Corporation of India Limited, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Transporter, may terminate this Contract in whole or in part:
- (a) if the Transporter fails to deliver/transport any or all of the Goods/ship spares and stores within the period(s) specified in the Contract, or within any extension thereof granted by the DCI Ltd., or
 - (b) if the Transporter fails to perform any other obligation(s) under the Contract.
 - (c) if the Transporter, in the judgment of the DCI Ltd., has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 23.2 In the event the Dredging Corporation of India Limited terminates the Contract in whole or in part, DCI Ltd., may transport, upon such terms and in such manner as it deems appropriate, Transportation or Services similar to those undelivered, and the Transporter shall be liable to the DCI Ltd., for any excess costs for such similar Transportation or Services. However, the Transporter shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

- 24.1 The Transporter shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Transporter and not involving the Transporter's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI Ltd., either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Transporter shall promptly notify the DCI Ltd., in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI Ltd., in writing, the Transporter 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.

25. Termination for Insolvency

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

26. Termination for Convenience

26.1 The DCI Ltd., may by written notice sent to the Transporter, 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 Ltd.'s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 Within thirty (30) days after the Transporter's receipt of notice of termination shall be transported by the DCI Ltd., at the Contract terms and prices. For the remaining Goods, ship spares and stores the DCI Ltd., may elect.

- a) to have any portion completed and delivered at the Contract terms and prices, and / or
- b) to cancel the remainder and pay to the Transporter an agreed amount for partially completed transportation of Goods and materials and previously rendered services of transportation by the Transporter.

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DCI Ltd., or the Transporter may give notice to

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the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be Commenced prior to or after delivery of the Goods /ship spares under the Contract.
- 27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 27.5 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the DCI Ltd., shall pay the Transporter any monies due to the Transporter.
- 27.6 Any dispute regarding shortage of payment shall be resolved within thirty (30) days only , later it will not be entertained.

28. Limitation of Liability:

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement'
- (a) the Transporter shall not be liable to the DCI Ltd, 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 Transporter to pay liquidated damages to the DCI Ltd, and
 - (b) the aggregate liability of the Transporter to the DCI Ltd, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing loss/damage materials.

29. Governing Language:

- 29.1 The contract shall be written in the language of the bid, as specified by the DCI Ltd., in the instructions to Bidders. The language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

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30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the DCI's country, unless otherwise **specified in SCC.**

31. Notices

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

32. Taxes and Duties

32.1 The Transporter shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the Goods / ship spares and stores to the DCI Project Offices/Places indicated in each work order.

32.2 The rates quoted should be inclusive of basic price, door collection and door delivery, forwarding, handling, local charges etc., at FREE of COST to DCI, within places like **VISAKHAPATNAM, ENNORE, TUTICORIN, AND PARADIP** as indicated in each work order.

32.3 GST as applicable shall be payable extra where ever applicable. The percentage of tax prevailing should be indicated separately failing which it will be considered as the rates are inclusive of all taxes and duties. **We do not have Sales Tax declaration form 'C' or 'D'.**

SECTION - V
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 :

Supply, Manning and Running of Diesel driven Vehicles (Trucks, Trailers etc.) FOR TRANSPORTATION OF OUR SHIP SPARES, STORES, EQUIPMENTS ETC WITHIN THE PLACES LIKE **VISAKHAPATNAM, ENNORE, TUTICORIN, AND PARADIP** ON RATE CONTRACT BASIS FOR SIX MONTHS ON KM BASIS.

The Transporters who are familiar and already operating / transporting the goods/materials from one place another and should be a IBA recommended Road Transporter having wide Transport net work particularly branches at all Major/Minor Sea Ports in India are eligible.

2. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be:

a) Contract value for the 1 st Rs.1 crore.	0.75% of the value of the contract.
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b) For Rs.1 crore to Rs.5 crores.	0.50% of the value of the contract
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c) For more than Rs.5 crores.	0.25% of the value of the contract
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2.1 The tenderer is required furnish performance security as per the above scales which should be valid for the entire period of contract plus six months for due fulfillment of contractual obligations.

3. Earnest Money Deposit : (EMD) (Clause 13 of GCC)

Tenderer should submit EMD of Rs. **20,000.00** (Rupees Twenty Thousand Only) by depositing the said amount into **Dredging Corporation of India Limited, Current Account No: 35833070000014, IFSC/RTGS CODE: SYNB0003583, SWIFT CODE: SYNBINBB032, BANK NAME: Syndicate Bank, BRANCH NAME: DCI LTD, Port Area Branch, Visakhapatnam- 530001.** Payment of EMD in any other form or manner will not be accepted.

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No interest is payable on EMD and Security Deposits. The bids received without EMD or with lesser amount of EMD will be summarily rejected.

4. DCI reserves the right to split the contract between two or more tenderers and the minimum quantum of work is not guaranteed.
5. DCI reserves the right to Cancel/Withdraw this enquiry/Tender at any stage without assigning any reasons whatsoever and no further correspondence will be entertained in this regard.
6. Letter of Work order will be issued to the successful tenderer from time to time as and when the transportation requirement arises.

7. **COLLECTION OF MATERIALS:**

The Contractor is required to place Vehicles at Project Offices of DCI or any other places as per instruction from time to time within 24 hrs on issuance of Work Order or intimation over telephone or email, for collection of materials at no cost for onward transportation.

8. **TRANSIT PERIOD**

Indicate the Transit Period in the Rate Schedule. However, the Contractor shall make all efforts to reduce the transit period to meet the urgencies.

9. **Over Dimensional (O.D.) CHARGES:**

Over Dimensional (O.D.) or Extra width / Length/Height charges will be paid by the DCI to Transporters at actual on submission of Receipts / Documentary evidence issued by the concerned Government authorities during Transportation of particular consignment.

Transporter should provide the standard formula for calculation of OD consignment with documentary proof.

10. **Detention Charges:**

Tenderers are requested to indicate the Detention charges for each type of Vehicle and each destination as required in the Rate Schedule VI. For the purpose of counting the detention charges, 24 hours from the date and time of reporting for loading/unloading, will be taken into account.

11. **DELIVERY:**

The successful tenderer should deliver the consignment to the consignee in good condition and order as per the Lorry Receipts and within the delivery period as given in the Work Order on door delivery basis. Materials should be delivered to the place as directed by the DCI or their authorized representative.

No materials shall be deliverable to the consignee's Project / site on Sundays and Gazetted Holidays without prior written permission of the Consignee.

12. **Loading and Unloading:**

Loading and unloading shall be arranged by (DCI) consignor / consignee.

13. Insurance:

The Insurance shall be arranged by DCI for the consignment of materials dispatched. This does not absolve the Contractor's responsibility towards safety of the consignments during transit, including War Risks and Strikes.

14. SAFETY OF MATERIALS

The transporter shall take all care and precautions to ensure that the materials are not damaged during transit and its custody with them. The materials should be properly covered with tarpaulin during transit to protect from rain and other adverse climatic conditions.

The transporter will be responsible for any transit shortage / breakage / damage to consignments due to any reasons whatsoever.

In case of shortage/breakage/damage to the consignments, the transport contractor should submit the short / damage certificate on their letter head to the consignee.

15. TRANSHIPMENT:

Transshipment of Cargo is not allowed at any point. No other cargo other than DCI is allowed in the vehicle at any point.

Note : In case of any transshipment, penalty will be levied as per DCI norm to the transporter.

16. INSPECTION:

Successful tenderer is required to inspect the materials before transportation. The transporter is totally responsible for collection and delivery of the consignment as per destination indicated in the Lorry Receipt / Work Order.

17. Check Post/Toll Gate:

The Transport Contractor is responsible to clear the material transporting through the Check Posts, Octroi and tollgates with his own expenses. It is also the responsibility of the Transporter to collect all the statutory documents such as Way Bills wherever applicable, Octroi Certificate etc. properly filled.

18. GOVERNMENT LEVY OR OCTROI CHARGES:

Government Levy / GST or Octroi charges if any paid by the transporter will be reimbursed by DCI on submission of original receipts and documentary evidence of payment from the Government Authorities. However, prior intimation is to be given to the consignee / consignor before effecting payment.

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19. Refund of EMD

The EMD will be returned to the successful / unsuccessful Transporters/Tenderers as per clause 13.5 and 13.6 of ITB.

20. Income Tax at Source:

Income Tax shall be deducted from the payment towards transportation charges as per latest Government Regulations as applicable during the period of Contract.. Copy of Permanent Account Number (PAN) and GST registration copy is to be submitted for quoting the same in TDS certificates.

21 BRANCHES / AGENCIES:

The successful transporter shall submit the list of their Branches / Agencies with full address and telephone / email id particulars for the places mentioned in the Rate Schedule.

22. Payment (GCC Clause 15)

The existing GCC Clause 15 may be substituted as under:

- 22.1 After completing the transporting work, the Transporter should submit his bill in duplicate (Original & Duplicate) to the paying office specified in the Work Order along with the following documents.

Original & duplicate Consignment Note (LR) duly signed by the designated consignee after affixing office seal as specified in the Work Order in token of having received the material as per the specifications of the work order.

- 22.2 Payment will be effected within 30 days on receipt of the bill /invoice for complete transaction of transportation to the DCI accompanied by the consignment note duly signed by the consignee and certificates, if any.

- 22.3 No other payment procedures/ terms offered by the tenderer/transporter will be Considered.

22.4 Recovery of Sums Due:

Whenever any claim for the payment of a sum of money arises out of or under the contract against the Contractor, the DCI shall be entitled without prejudice to any other rights to recover such sums by appropriating in whole or in part, the security if any, deposited by the Contractor and for the purpose aforesaid, shall be entitled to sell and / or realize securities forming the whole or part of any such security deposit. In the event of

the security being insufficient, the balance and if no security has been taken from the Contractor, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other Contract with the DCI, if such sum even be not sufficient to cover the full amount recoverable, the Contractor shall on demand pay to the DCI the balance remaining due.

For the purpose of this clause, where the Contractor is a partnership firm, the DCI shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

23. Risk Transportation

If at any time during the currency of the contract arrangement, the DCI finds that

- a) the transportation services/vehicles are not arranged in time or short placement/supply of vehicles/trucks/trailers are effected or vehicles/trucks/trailers placed for transportation by the Transporter is found not as per work order; or
- b) the mode of transport arranged by the Transporter are not in conformity with the requirement of the DCI; or
- c) supply of vehicles arranged/made by the transporter are not specified in the contract or
- d) Delay in transportation of the materials by the transport contractor is found deteriorate abnormally or
- e) the Transporters services are found unsatisfactory.

The DCI will be at liberty to obtain the transportation services from alternative sources at the risk and extra cost of the Transporter. However, at the discretion of the DCI, the Transport Contractor will be allowed to place the Trucks for transportation of materials of acceptable condition. The expenses incurred in connection with the risk transportation of the materials will be on Transport contractor's Account.

In the event of non placement of required vehicles for arranging urgent transportation of materials by DCI, it is the sole responsibility of the Transporter and in such event, extra expenditure incurred on account of Transportation/handling in addition to the Original cost of Transportation Charges as per Contract, shall be solely at the risk and cost of the Transport Contractor.

24. Liquidated Damages (GCC Clause 22)

GCC 22.1—Applicable rate:

Liquidated Damages will be levied at the rate of 1 % per Day delay or part thereof, up to a maximum of 10 % of the contract / work order value on basic transportation cost (freight amount) for collection / delivering the goods/ship spares and stores which are to be transported to the consignee after the schedule delivery period as per work order.

25. Settlement of Disputes (GCC Clause 27)

The rules of procedure for arbitration proceedings pursuant to GCC Clause 27 shall be as follows:

In the case of a dispute between the DCI and the Transporter the dispute shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 and the Rules made there under or any statutory amendment thereof. The arbitral tribunal shall consist of three arbitrators, one each to be appointed by the DCI and the Transporter and the third to be appointed by the two arbitrators. The decision of the majority of arbitrators shall be final and binding upon both parties. The arbitration award shall be in writing and shall state the reason for the award.

Arbitration proceedings will be held at Visakhapatnam and the language of the arbitration proceedings and that of all documents and communication between the parties shall be English.

The expenses of arbitration as determined by the arbitrators shall be shared equally by the DCI and the Transporter. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to, during and after the proceedings shall be borne by each party itself by which such costs incurred by either party initially shall be borne, will be decided by the Arbitral Tribunal.

26. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English

27. Applicable Law (GCC Clause 30)

GCC 30.1—The Applicable Law shall be Indian Law. All disputes are subject to the exclusive jurisdiction of the courts at Visakhapatnam only.

28. Notices (GCC Clause 31)

GCC 31.1—DCI's address for notice purposes:

—Transporter's address for notice purposes:

29. Award of work:

GCC 32.1 --- In continuation to ITB Clause 25 & 26, the Contract will be awarded to L1 bidder of Landed Price. However, incase the L2/L3 bidder accepts to supply on L1 bidder offered discount prices, the award of work will be distributed 70% to L1 bidder and 30% to rest of the bidders. This will depend on urgency of requirement for smooth functioning of our dredging operations by timely dispatch of materials to our various project offices. However, the decision will be at the sole discretion of DCIL only.

SECTION VI.
SCHEDULE OF REQUIREMENTS

RATE SCHEDULE FOR TRANSPORTATION OF OUR SHIP SPARES, STORES, EQUIPMENTS ETC WITHIN THE PLACES LIKE **VISAKHAPATNAM, ENNORE, TUTICORIN, AND PARADIP** ON RATE CONTRACT BASIS FOR SIX MONTHS ON KM BASIS.

PART - I

The delivery schedule expressed as days/weeks stipulates hereafter a delivery date which is the date of delivery.

In order to determine the correct date of delivery hereafter specified, the DCI has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.¹

1. Tenderers are requested to quote the Transportation Rate for each type of vehicle as per col. **No. 3** of the Rate Schedule.
2. The tenderer's are requested to calculate the transit period excluding the day of Loading and the day of unloading the materials.
3. Tenderers are requested to quote Detention Charges per day for each type of vehicle, each Station, as provided in Col. No. 6 of Rate schedule. 24 hours time shall be allowed to DCI for loading the materials on placement of Vehicles at loading point/unloading place (Destination point). Tenderers should offer their detention charges per day considering above.

TENDER DOCUMENT

PLEASE TICK MARK IN THE GIVEN BELOW COLUMN FOR WHICH TYPE OF VEHICLE THE TRANSPORTER IS QUOTING

Transportation of Ships' spares and stores from **within the places like VISAKHAPATNAM, ENNORE, TUTICORIN, AND PARADIP.**

SL No	DESCRIPTION OF VEHICLE	QUOTED	NOT QUOTED
1	2	3	4
	3 T capacity Truck		
2	5 T capacity Truck		
3	9 T capacity Truck		
4	9 T capacity Open Truck		
5	16 MT Capacity Taurus Truck		
6	16 MT capacity Taurus open Truck		
7	16 MT Cap. Trailer 20 Feet		
8	22 MT Cap. Trailer 40 Feet (Standard dimension)		
9	22 MT Cap. Trailer 40 Feet (9Ft Width)		

Signature of the Tenderer

SECTION VII

TECHNICAL QUALIFICATION

1. The Transporter should be a IBA (Indian bankers Association) recommended Transporter. Proof to be attached.
2. The Tender should be registered with concerned authorities and submit the copies of PAN, TIN, GST registration certificate and proof of payment of PF to the Provident Fund authorities.

PART II

Clauses of the Technical Specification listed briefly as under.

- The packages containing ship spares and stores etc., belongs to DCI to be transported as per consignment note are required to be collected on door collection basis and free door delivery basis as and when requirement arises on release/issue of specific work order within the scope and tenure of the contract.

SECTION – VIII
SAMPLE FORMS

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 7 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Earnest Money Deposit**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 13.3.

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 negotiations if any. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

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 form indicated herein or in another form acceptable to DCI and pursuant to GCC Clause 7.3

The **Qualification Requirements** form should specify, for example, requirement for a minimum level of experience in the line of transportation business or of similar type of services for which the Invitation for Bids is issued, as required under Clause 11.2 of ITB.

The **Form of Particulars** should be furnished by all the Bidders compulsorily.

The **check List for Techno-Commercial Bid** should be furnished by all the bidders compulsorily.

TENDER DOCUMENT

Bid Form and Price Schedule

Date:

To,

GENERAL MANAGER (MATLS)
The Dredging Corporation of India,
Dredge House, Port Area,
Visakhapatnam – 530 001.

Gentlemen:

Having examined the bidding documents including amendments if any [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Transport service and deliver ship spares and stores in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to Transport the goods/ship spares/stores in accordance with the delivery 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 Clause 14.1 of ITB, the Bid Data Sheet 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 per ITB Clause 1 of the bidding documents.

Dated this _____ day of _____ 2019.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of

TENDER DOCUMENT

RATE SCHEDULE
TRANSIT PERIOD AND RATES INCLUDING CHARGES FOR DOOR DELIVERY AND DOOR
COLLECTION

Sl. No.	Description	KM Break Up	AMOUNT IN RUPEES (LUMPSUM)	Transit Period In Days
1	2	3	4	5
1	3 T capacity Truck	Up to 30 KM		
		30 KM To 100 KM		
		101 KM To 250 KM		
		251 KM To 500 KM		
		501 KM To 750 KM		
		751 KM To 1000 KM		
		1001 KM To 1250 KM		
		1251 KM To 1500 KM		
		1501 KM To 1750 KM		
		1751 KM To 2000 KM		
		2001 KM To 3000 KM		
		3001 KM and above		
2	5 T capacity Truck	Up to 30 KM		
		30 KM To 100 KM		
		101 KM To 250 KM		
		251 KM To 500 KM		
		501 KM To 750 KM		
		751 KM To 1000 KM		
		1001 KM To 1250 KM		
		1251 KM To 1500 KM		
		1501 KM To 1750 KM		
		1751 KM To 2000 KM		
		2001 KM To 3000 KM		
		3001 KM and above		

Note:

1. Work Orders will be placed as per actual requirement as and when requirement arises within the scope and tenure of the contract is applicable for all destinations at DCI discretion.
2. Taxes applicable if any may be indicated separately failing which it will be considered as the rates are inclusive of all Taxes.
3. Party will be finalized based on item wise L1 i.e slab wise L1 in KMs.

Signature of Bidder

RATE SCHEDULE
TRANSIT PERIOD AND RATES INCLUDING CHARGES FOR DOOR DELIVERY AND DOOR
COLLECTION

Sl.No.	Description	KM Break Up	AMOUNT IN RUPEES (LUMPSUM)	Transit Period In Days
1	2	3	4	5
3	9 T capacity Truck	Up to 30 KM		
		30 KM To 100 KM		
		101 KM To 250 KM		
		251 KM To 500 KM		
		501 KM To 750 KM		
		751 KM To 1000 KM		
		1001 KM To 1250 KM		
		1251 KM To 1500 KM		
		1501 KM To 1750 KM		
		1751 KM To 2000 KM		
		2001 KM To 3000 KM		
		3001 KM and above		
4	9 T capacity open Truck	Up to 30 KM		
		30 KM To 100 KM		
		101 KM To 250 KM		
		251 KM To 500 KM		
		501 KM To 750 KM		
		751 KM To 1000 KM		
		1001 KM To 1250 KM		
		1251 KM To 1500 KM		
		1501 KM To 1750 KM		
		1751 KM To 2000 KM		
		2001 KM To 3000 KM		
		3001 KM and above		

Note:

1. Work Orders will be placed as per actual requirement as and when requirement arises within the scope and tenure of the contract is applicable for all destinations at DCI discretion.
2. Taxes applicable if any may be indicated separately failing which it will be considered as the rates are inclusive of all Taxes.
3. Party will be finalized based on item wise L1 i.e slab wise L1 in KMs.

Signature of Bidder

TENDER DOCUMENT

RATE SCHEDULE
TRANSIT PERIOD AND RATES INCLUDING CHARGES FOR DOOR DELIVERY AND DOOR
COLLECTION

Sl. No.	Description	KM Break Up	AMOUNT IN RUPEES (LUMPSUM)	Transit Period In Days
1	2	3	4	5
5	16 M T capacity Truck	Up to 30 KM		
		30 KM To 100 KM		
		101 KM To 250 KM		
		251 KM To 500 KM		
		501 KM To 750 KM		
		751 KM To 1000 KM		
		1001 KM To 1250 KM		
		1251 KM To 1500 KM		
		1501 KM To 1750 KM		
		1751 KM To 2000 KM		
		2001 KM To 3000 KM		
3001 KM and above				
6	16 M T Capacity Taurus Open Truck	Up to 30 KM		
		30 KM To 100 KM		
		101 KM To 250 KM		
		251 KM To 500 KM		
		501 KM To 750 KM		
		751 KM To 1000 KM		
		1001 KM To 1250 KM		
		1251 KM To 1500 KM		
		1501 KM To 1750 KM		
		1751 KM To 2000 KM		
		2001 KM To 3000 KM		
3001 KM and above				

Note:

1. Work Orders will be placed as per actual requirement as and when requirement arises within the scope and tenure of the contract is applicable for all destinations at DCI discretion.
2. Taxes applicable if any may be indicated separately failing which it will be considered as the rates are inclusive of all Taxes.
3. Party will be finalized based on item wise L1 i.e slab wise L1 in KMs.

Signature of Bidder

TENDER DOCUMENT

RATE SCHEDULE
TRANSIT PERIOD AND RATES INCLUDING CHARGES FOR DOOR DELIVERY AND DOOR
COLLECTION

Sl. No.	Description	KM Break Up	AMOUNT IN RUPEES (LUMPSUM)	Transit Period In Days
1	2	3	4	5
7	16 M T Capacity Trailer 20 Feet	Up to 30 KM		
		30 KM To 100 KM		
		101 KM To 250 KM		
		251 KM To 500 KM		
		501 KM To 750 KM		
		751 KM To 1000 KM		
		1001 KM To 1250 KM		
		1251 KM To 1500 KM		
		1501 KM To 1750 KM		
		1751 KM To 2000 KM		
		2001 KM To 3000 KM		
3001 KM and above				
8	22 MT Capacity Trailer 40 Feet (Standard Dimension)	Up to 30 KM		
		30 KM To 100 KM		
		101 KM To 250 KM		
		251 KM To 500 KM		
		501 KM To 750 KM		
		751 KM To 1000 KM		
		1001 KM To 1250 KM		
		1251 KM To 1500 KM		
		1501 KM To 1750 KM		
		1751 KM To 2000 KM		
		2001 KM To 3000 KM		
3001 KM and above				

Note:

1. Work Orders will be placed as per actual requirement as and when requirement arises within the scope and tenure of the contract is applicable for all destinations at DCI discretion.
2. Taxes applicable if any may be indicated separately failing which it will be considered as the rates are inclusive of all Taxes.
3. Party will be finalized based on item wise L1 i.e slab wise L1 in KMs.

Signature of Bidder

TENDER DOCUMENT

RATE SCHEDULE **TRANSIT PERIOD AND RATES INCLUDING CHARGES FOR DOOR DELIVERY AND DOOR** **COLLECTION**

<u>Sl</u> <u>No.</u>	<u>Description</u>	<u>KM Break Up</u>	<u>AMOUNT IN RUPEES</u> <u>(LUMPSUM)</u>	<u>Transit</u> <u>Period In</u> <u>Days</u>
1	2	3	4	5
9	22 MT Capacity Trailer 40 Feet (9Ft Width)	Up to 30 KM		
		30 KM To 100 KM		
		101 KM To 250 KM		
		251 KM To 500 KM		
		501 KM To 750 KM		
		751 KM To 1000 KM		
		1001 KM To 1250 KM		
		1251 KM To 1500 KM		
		1501 KM To 1750 KM		
		1751 KM To 2000 KM		
		2001 KM To 3000 KM		
3001 KM and above				

Note:

1. Work Orders will be placed as per actual requirement as and when requirement arises within the scope and tenure of the contract is applicable for all destinations at DCI discretion.
2. Taxes applicable if any may be indicated separately failing which it will be considered as the rates are inclusive of all Taxes.
3. Party will be finalized based on item wise L1 i.e slab wise L1 in KMs.

Signature of Bidder

2. FORM OF BANK GUARANTEE BOND (IN LIEU OF E.M.D)

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Registered Office at Core-2, 1st Floor, "Scope Minar", Plot No.2A & 2B, Laxmi Nagar District Centre, Delhi -110 091 (hereinafter called the "DCI") having agreed to exempt M/s..... (Hereinafter called the said "Tenderer") from payment under the terms and conditions of the tender datedNo..... made between the DCI and the Tender for (hereinafter called the said "Tender") of Earnest Money Deposit in cash for the due fulfillment by the said Tenderer of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs.....(Rupees.....only).We

(Indicate the name of

Bank)

(hereinafter referred to as "the Bank") at the request of M/s..... the said Tenderer do hereby undertake to pay to the DCI an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said tenderer of any of the terms or conditions contained in the said Tender.

9. Wedo hereby undertake to pay the amounts due and (Indicate the name of Bank)

payable under this guarantee without any demur, merely on a demand from the DCI stating that the amount claimed is due by way of loss or damaged caused to or would be caused to or suffered by the DCI by reason breach by the said Tenderer of any of the terms or conditions contained in the said Tender or by reason of the Tenderer's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regard 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 Rs.....

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

11. Wefurther agree

TENDER DOCUMENT

(Indicate the name of Bank)

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

12. We, further agree with the DCI that the

(Indicate the name of Bank)

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 Tender or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time any of the powers exercisable by the DCI against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Tenderer 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.

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

14. We, lastly undertake

(Indicate the name of Bank)

Not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.

Dated theday of2019

For

(Indicate the name of Bank)

TENDER DOCUMENT

3. Contract Form

THIS AGREEMENT made on the ____ day of _____ 2019 between Dredging Corporation of India Limited, (hereinafter called "the DCI") of the one part and *[name of Supplier]* (hereinafter called "the Transporter") of the other part:

WHERE AS the DCI invited bids for Transportation of Ship Spares/Stores etc., from Visakhapatnam to other DCI Project Offices as per the schedules and ancillary services, and has accepted a bid by the Transporter for the supply of those suitable vehicles and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively Assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The General Conditions of Contract;
 - (d) The Special Conditions of Contract; and
 - (e) The DCI's Notification of Award.
3. In consideration of the payments to be made by the DCI to the Transporter as hereinafter mentioned, the Transporter hereby covenants with the DCI to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The DCI hereby covenants to pay the Transporter in consideration of the provision of the supply of vehicles and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the DCI)

Signed, sealed, delivered by _____ the _____ (for the Transporter)

4. FORM OF BANK GUARANTEE BOND

(IN LIEU OF SECURITY DEPOSIT)

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Registered Office Core-2, 1st Floor, "Scope Minar", Plot No.2A & 2B, Laxmi Nagar District Centre, Delhi -110 091 (hereinafter called the "DCI") having agreed to exempt M/s.....(hereinafter called the said "Contractor") from the demand under the terms and conditions of any agreement / contract/ work order dated made between the DCI and the Contractor for(hereinafter called the said "Agreement") of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees.....Only). We

(Indicate the name of the Bank)

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

2. We.....do hereby undertake to pay the amounts

(Indicate the name of Bank)

due and payable under this guarantee without any demur, merely on a demand 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 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 Rs.....

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the said 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 said Contractor shall have no claim against us for making such payment.

TENDER DOCUMENT

4. We further agree

(Indicate the name of Bank)

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 full paid and its claim satisfied or discharged or till the DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before, we shall be discharged from all liability under this Guarantee thereafter.

5. We, further agree with the DCI that the

(Indicate the name of Bank)

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

(Indicate the name of Bank)

Not to revoke this guarantee during its currency except with the consent of the DCI in writing.

Dated theday of2016

For
(Indicate the name of Bank)

10. FORM OF PARTICULARS

(Should be furnished compulsorily)

DREDGING CORPORATION OF INDIA
(A Government of India Undertaking)
MATERIALS DIVISION:: VISAKHAPATNAM.

1. Name of the firm and full Address :

2. Telephone No./E-Mail address :

3. Full addresses of Branch Offices / Depots,
Indicating whether their Branches / Depots are
Registered with the local Sales Tax Authorities :

4. Constitution of firm whether a limited company
Partnership or proprietary concern, registered
Small Scale Industry etc. :

5. Firms registration No. with concerned authority :

6. Whether registered under the Municipal Act and /
or State Government Shops & Establishment Act:

7. Year of constitution / Incorporation :

8. Nature of business registered for :

9. Standing in business :

10. Names of Govt. Department / Undertakings with
Whom registered (State nature of business for
Which Registered and year of registration) :

11. Names of other major companies with whom
Registered (State nature of business for which
Registered and year of registration) :

12. Name of Bankers (Attach Bankers Certificate) :

13. Sales Tax Registration Nos. and Date (copies of same to be submitted)
State Sales Tax :
Central Sales Tax :
VAT Registration No. :
TIN Number :

TENDER DOCUMENT

- GST Number :
14. Total assets value :
15. Total working capital :
16. Total Annual turnover for the tendered Transport services of the latest accounts year :
17. Details of the plant / machinery equipment owned by the concerned (furnish full details of the Working premises indicating the area, details of machinery/ equipment's indicating capacity total authorized power supply etc.) :
18. Details of the plant machinery with the sub-Contractors / other working arrangements :
19. Total annual capacity of the Tendered services of transportation (As applicable) :
20. Details of major jobs awarded in the Past in terms of volume and financial outlay indicating the name of the firms for whom Such services undertaken (attach photo stat Copies of invoices / challans, copies of contract.) :
21. Name of Managing Director / Manager/ Partners :
22. No. of permanent Managerial staff (attach Statement indicating Names, position held, Qualification, total experience, No. of years Engaged in present position) :
23. No. of other permanent staff including workmen (Furnish full Details) :
24. If any members of your company has any relation employed in this corporation, if so, give full details. :
25. Whether your firm has been disqualified by any Govt. Company including corporation at any time in the past for transportation of materials / services referred to in this tender. If so, state reasons :
26. Any other information :

I / We hereby certify that the details furnished as above are true to the best of my /our knowledge.

TENDER DOCUMENT


I / We further declare that my / our firm has not been disqualified by any office / department/ undertaking of Government of India or other State Governments. We also acknowledge that failure to supply the information or submission of in correct information can lead to summary rejection / cancellation of the tender / contract.

Place:

Date:

**Signature of Managing Director / Manager /
Partner with Rubber Stamp of the Firm.**

TENDER DOCUMENT

	DREDGING CORPORATION OF INDIA LIMITED (A Government of India Undertaking) Dredge House, Port area, Visakhapatnam
---	--

DCI/CSC/TR- /201

Date :

WORK ORDER

To,

M/s.

Dear Sirs,

Sub: Work order for Transportation of Dredger Spares from _____ to _____ – Reg.

Ref: 1) Our Tender No.
2) Your Offer No.

Please refer to the correspondence cited above and you are hereby requested for placement of _____ (type of Vehicle) Vehicle at our _____ as mentioned below for transportation of Dredger Spares from _____ to _____ (**place of destination**) on _____ (date) as per the Terms and Conditions of our Work Order under reference _____ cited above.

Sl.No.	Type of Vehicle	RATES (Incl. charges for Door Collection and Door Delivery)	Extra Point Collection Charges	Detention Charges	Transit Period

Terms and Conditions:

- In case of any failure in placement of truck/trailer by the Contractor, DCI has right to make alternative arrangement at the risk and cost of the transport Contractor.
- Transshipment is not allowed at any point for any reason enroute. Unreasonable delay either owing to unauthorized transshipment of DCI consignment or for any other reason or at the instance and caused by the transporter will be automatically treated as breach of contract and DCI reserve the right to proceed against such Transporter to recover cost the damages/shortages and other incidental charges etc.
- No other cargo except that belongs to DCIL should be carried in the Truck/Trailer either at the starting point or enroute.
- It is the responsibility of the Authorized representative of the Transporter to collect necessary Way Bills/Corresponding Documents, etc from our Office before leave the vehicle from Loading

TENDER DOCUMENT

Point. Any penalty imposed by Govt. Agencies/Statutory Bodies and delay at Check Posts, DCI is not responsible

- All the consignment booked on door delivery basis should be delivered to the consignee at the destination mentioned by DCI in good condition after obtaining proper signed and stamped acknowledgement.
- Transporter should take utmost care in proper handling the consignment and ensure delivery to the consignee without any damage/shortage/pilferage etc.
- Penalty will be levied at 1% of the order price, per day delay beyond the transit period as per the contract subject to a maximum of 10%.
- This Work order will form part of Tender conditions and Contract under reference.

Please acknowledge receipt of this Work order.

Thanking you,

Yours faithfully,

For Dredging Corporation of India Ltd.,

GENERAL MANAGER (MATLS.)

CHECK LIST FOR THE TECHNO-COMMERCIAL BID

- a. A Bid Form and a Price Schedule
(Rate not to be indicated)
- b. A List of bids tendered for and in hand / being executed by the bidder as on date of submission of tender.
- c. 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
 - Organizational Structure of the Company
 - Audited Balance sheet for the last three years:
 - Annual capacity documents of the tendered items (if applicable)
 - A detailed description of the essential technical and performance characteristics of the services of transportation
 - A Statement of deviations and exceptions to the provisions of the Technical Specifications.
 - Certificate from any of other organizations for having successfully completed supply of vehicles for transportation of similar nature. The Certificate should include the following information :
 - Brief description of the services of transportation made
 - Contract amount
 - Time limit for completion
 - Whether the transportation services has been completed within the stipulated time
 - Whether any liquidated damages have been levied.
4. Earnest Money deposit in the form of
 - Bank Guarantee or
 - Amount Transfer To DCI Account through NEFT/RTGS.
5. TIN No./Sales Tax /VAT/GST Registration Certificates.
6. Registration with Provident Fund Authorities
7. Power of Attorney on stamp paper, in favor of the person authorized to sign the tender document.
8. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the Company or Firm or partnership.

TENDER DOCUMENT

9. A Statement to the effect indicating as to whether any relations are working with DCI.
10. Information regarding any current litigation in which the tenderer is involved.
11. The Authorization for the person signing the bid.
12. Bank Details (In Company's Letter Head Or Through Cancelled Cheque).
13. MSME/NSIC certificate If Applicable.
