



DREDGING CORPORATION OF INDIA LTD
HEAD OFFICE: VISAKHAPATNAM.

DCI/OPS/ChPT/SPHB/2019-20

Date: 01.08.2019

Tender for “Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M for deployment at Chennai Port, Chennai”

Tender Issued to M/s.

General Manager (Ops)

Signature of Contractor with seal

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

Sealed Tenders are invited in sealed two cover system (i.e.) Cover-A “Technical Bid”, Cover-B “Price Bid” and both the covers “A” & “B” are to be put in a separate main sealed cover, by **M/s. Dredging Corporation Of India Limited (DCI), Head Office, Visakhapatnam** from experienced contractors for “Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open / Bottom Door of capacity of 800 Cu.M to 1200 Cu.M for deployment at Chennai Port, Chennai”

1.	Name of Work	:	Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M. for deployment at Chennai Port, Chennai.
2.	Period of Contract	:	1 (One) month from the date of deployment at Chennai Port, Chennai and extendable on ‘month to month’ basis up to four months as per the requirement of Chennai Port, Chennai/DCI.
3.	Estimated Cost:	:	Rs.2.38 Cr (Excl. GST)
4.	Earnest Money Deposit	:	Rs. 2,38,420/- (Rupees Two Lakh Sixty Two Thousand and Five Hundred Only) through RTGS/NEFT
5.	Issue of Tenders through DCI website	:	01.08.2019 to 15.08.2019 up to 1730 Hrs.
6.	Last date & time for receipt of Tenders	:	16.08.2019 upto 1500 Hrs. at the office of General Manager(Ops), 4th floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530 001.
7.	Opening of Bids	:	16.08.2019 at 1530 Hrs. at Tender Room, Ground Floor, “Dredge House,” Dredging Corporation of India Ltd., Port Area, Visakhapatnam - 530 001.
8.	Tender document cost	:	Rs. 5,900/- (Five Thousand and Nine Hundred Only) (Inclusive of GST)

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

PRE-QUALIFICATION CRITERIA:

1. Experience of having successfully completed similar works of hiring Self Propelled Hopper Barge (Split Open/Bottom Door) during last seven years ending June 2019 should be any of the following:
 - Three similar completed works each costing not less than the amount of **Rs.0.95 Cr.** excluding taxes (OR)
 - Two similar completed works each costing not less than the amount of **Rs.1.19 Cr.** excluding taxes, (OR)
 - One similar completed work costing not less than the amount of **Rs.1.91 Cr.** excluding taxes

2. Average Annual Financial turnover during last 3 years ending 31st March 2019 should be at least **Rs.0.72 Cr.**

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

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

JT. GENERAL.MANAGER (OPS)
 M/s. Dredging Corporation Of India Ltd.
 "Dredge House", Port Area,
 Visakhapatnam-530 001.
 Andhra Pradesh (India)
 Tele Phone No. 0891- 2871397/322
 E-mail ID: hodops@dcil.co.in / nksiem@dcil.co.in / kpramod@dcil.co.in

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

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

GENERAL MANAGER (OPS)

Signature of Contractor with seal

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

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

2. Cost of Bidding

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

3. Content of Bidding Documents

The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:

- a. Instructions to Bidders (ITB)
- b. General Conditions of Contract (GCC)
- c. Special Conditions of Contract (SCC)
- d. Sample Forms containing the following:
 - Bid Form.
 - Price Schedule (Schedule of Quantities)
 - Form of Contract Agreement.
 - Form of Bank Guarantee for Performance Security
 - Proforma for Relatives.
 - Proforma for Undertaking.
 - Proforma for litigation.
 - Vendor Registration Form.
 - Details of the self propelled hopper barges proposed to be deployed
- e. Check list for Techno Commercial Bid.

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

4. Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify the DCI in writing or by E-mail at the DCI's address indicated in the Invitation for Bid not later than two (2) working days prior to the deadline for the sale of tenders prescribed in ITB.

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

5. Language of Bid

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

6. Amendment of Bidding Documents

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

7. Documents Comprising the Bid

The Bids shall be in Two Cover System consisting of:

7.1 Techno Commercial Bid (Cover A)

7.1.1 Duly filled and signed Bid Form.

7.1.2 Documentary evidence (description of work, contract amount, time limit for completion, liquidated damages levied) established in accordance with ITB Clause 10 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

7.1.3 Copies of original certificates of registration etc., of the self-propelled Barge proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the self-propelled Barge, Crew and Third Party if any.

7.1.4 Copy of clear title of the ownership of the self-propelled barge. If the tenderer is not the owner of the self-propelled barge, necessary documents in support of the authorisation or lease granted by the owner of the barge to the tenderer to offer and operate the self-propelled barge to the tenderer. This authorisation or lease shall be executed on a stamp paper duly notarised.

7.1.5 Audited balance sheets and profit/loss statements for the last three financial years ending 31st March'2019 i.e. FY: 2016-17, 2017-18, 2018-19

7.1.6 Proof of Cost of Tender and Earnest Money Deposit through NEFT/RTGS furnished in accordance with NIT Sl. No.7 and ITB Clause No.11 respectively.

7.1.7 PAN Number issued by Income Tax Authorities.

7.1.8 GST Registration Number.

7.1.9 Bank Details along with Cancelled Cheque.

7.1.10 Registration with provident fund authorities.

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- 7.1.11 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document. (If the tender document is signed by the Owner/ proprietor of the firm, then also he shall authorise himself for the same.)
- 7.1.12 Copies of original document defining place of registration and principal place of business of the company or partnership.
- 7.1.13 Certificate for relatives in accordance with Clause No. 25 of GCC.
- 7.1.14 Undertaking certificate in accordance with Clause No. 26 of GCC.
- 7.1.15 Information regarding any current litigation in which the tenderer is involved in accordance with Clause No. 27 of GCC.
- 7.1.16 Vendor Registration Form as indicated in Sample form No.08
- 7.1.17 Downloaded Tender Documents and Amendments/Corrigendums, if any, duly signed on all the pages by tenderer.

7.2 Price Bid (Cover B)

7.2.1 Price Schedule

8. Bid Prices

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

9. Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Documents Establishing Bidder's Eligibility and Qualifications

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

11. Earnest Money Deposit (EMD)

- 11.1 Pursuant to ITB Clause 7.1.6, the Bidder shall furnish, the Earnest Money Deposit through RTGS/NEFT in favour of M/s. Dredging Corporation of India Limited, Visakhapatnam. The

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Earnest Money Deposit shall not carry any interest. Failure to furnish earnest money and cost of tender documents **leads to summarily rejection of respective bids.**

- 11.2 The Earnest money is required to protect the DCI against the risk of Bidder's conduct, which would warrant the earnest money forfeiture; pursuant to ITB Clause 11.5.
- 11.3 Any bid not secured in accordance with ITB Clauses 11.1 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 20.
- 11.4 Unsuccessful bidders' earnest money deposit will be returned as promptly as possible, but not later than thirty (30) days after the finalization of the Bid without interest.
- 11.5 The earnest money deposit may be forfeited:
- a) If a Bidder:
 - i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, (or)
 - ii) Does not accept the correction of errors pursuant to ITB Clause 20.2,
 - b) In the case of a successful Bidder, if the Bidder fails:
 - i) To sign the contract in accordance with ITB Clause 28, (or)
 - ii) To furnish performance security in accordance with ITB Clause 29.

12. Period of Validity of Bids

- 12.1 The Tenderer should keep open the validity of the Bid for 90 (Ninety) days from the date fixed for opening of Technical bids or from the date of actual date of opening, whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 (Thirty) days in case a request in writing or by email/Fax by DCI is made before the expiry of the initial validity period of 90 (Ninety) days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 12.2 In case DCI asks for extension for validity of bid, the earnest money deposit provided under ITB Clause 11 shall also be suitably extended.

13. Format and Signing of Bid

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

14. Sealing and Marking of Bids

- 14.1 The Technical Bid along with all enclosures to be put in a sealed cover super scribed with the words - **Cover-A** "Technical Bid" for the work "Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M for deployment at Chennai Port, Chennai" to be submitted within the stipulated time mentioned in ITB.

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- 14.2 The Price Bid containing only tendered amount is required to be put in another sealed cover super scribed with the words – **Cover-B** “Price Bid” for the work “Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M. for deployment at Chennai Port, Chennai” to be submitted within the stipulated time mentioned in ITB.
- 14.3 Tenderer should ensure that his tendered amount as per Cover - B is not mentioned in any other document directly or indirectly. The duly sealed **covers “A” & “B”** are to be put in a separate main sealed cover super scribed with the words “Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M. for deployment at Chennai Port, Chennai” to be submitted within the stipulated time mentioned in ITB to the address mentioned below.

The General Manager (Ops),
Dredging Corporation of India Limited,
'Dredge House', Port Area,
Visakhapatnam-530001.

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

15. Deadline for Submission of Bids

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

16. Late Bids

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

17. Modification of Bids

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

18. Opening of Bids by DCI

- 18.1 DCI will open main cover and the Cover “A” Technical Bids only in the presence of bidders' representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.
- 18.2 All the Covers “B” containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.

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18.3 The bidders' names, bid modifications or with draws and the presence or absence of requisite earnest money deposit and such other details as DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Technical Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 16.

19. Clarification of Bids

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

19.2 As the tender shall be finalized on urgent need basis, the missing information sought is to be submitted to DCI within the stipulated time. If the party has failed to submit the requisite information/documents in time, his bid will not be considered further.

20. Preliminary Examination

20.1 DCI will examine the Technical Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

20.3 Prior to the detailed evaluation, pursuant to ITB Clause 21, DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.

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

21. Evaluation and Comparison of Bids

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

21.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its EMD may be forfeited.

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

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

23. Post Qualification

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

24. Award Criteria

Subject to ITB Clause 27, DCI will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, DCI reserves the right to accept or reject any bid as specified in ITB Clause 26.

25. Right to vary period of contract at time of award:

- 25.1 Initial contract period is for 1 (One) month from the date of deployment of the self propelled barge in working condition at Chennai Port, Chennai and extendable on 'month to month' basis for another two months as per the requirement of Chennai Port, Chennai. The tenderer shall be informed 7 (Seven) days before expiry of the contract, by written notice to extend the contract for a further period with same rates, terms and conditions. DCI reserves right to extend/ curtail the period of contract and decision in this matter will be final, binding on the Contractor and will not subject to the Arbitration. Contractor has to execute the work as per rates quoted in Schedule of Rates/ negotiated rates / accepted rates and as per Contract Conditions laid in Tender Document.
- 25.2 In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 7 (Seven) days notice of termination. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 3 (Three) days notice by the DCI project office, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.

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

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

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27. Notification of Award

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

28. Signing of Contract

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

29. Performance Security

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

30. Corrupt or Fraudulent Practices

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

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

31. General

- 31.1 Bid Documents are not transferable.
- 31.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.

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- 31.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 31.4 All Signatures in the Document shall be dated.
- 31.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 31.6 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 32. Blacklisting:** In the event of failure or breach of the contractual obligations, the contractor/firm may be blacklisted and prevented from participating in the future tenders of the corporation for a specified period. The period of blacklisting and manner of blacklisting can be decided by the competent authority.

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

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

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2. Application

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

3. Standards

3.1 The services provided under this contract shall conform to the Standards as applicable.

3.2 DCI is certified for implementation and operation of the international codes/ standards on safety, security, quality and environment viz., ISM, ISPS, ISO 9001:2008 and ISO 14001:2004 respectively. Hence, necessary requirements of above codes/ standards and applicable legal and other requirements pertaining to their activities should be complied by the contractor.

4. The Contract & General Obligations of Contractor

4.1 Applicability of Laws on the Contract

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

4.1.1 The Indian Contract Act, 1872

4.1.2 The Major Port Trust Act, 1963

4.1.3 The Workmen's Compensation Act, 1923

4.1.4 The Minimum Wages Act, 1948

4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.

4.1.6 The Dock Workers' Act, 1948

4.1.7 Inland Vessels Act 1971

4.1.8 The Indian Arbitration and Conciliation Act (1996)

4.2 Contract Agreement

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

4.3 Interpretation of Contract Document

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

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4.4 Contractor Cannot Sub-let the Work

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the DCI. Even if such permission be granted, the Contractor shall remain responsible

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

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

4.5 Contractors' Price

Rates offered in the Bill Of Quantities shall be inclusive of all manning the self propelled barge, port dues for plying in Port waters, berth hire, Passes for Crew, fuel, fuel escalation, Repairs, including Lube oils, all consumable items and Food expenses to Barge Staff/Crew and other contingencies etc., but excluding GST.

4.6 Responsibility of Contractor

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

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

The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified DCI against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor.

4.8 Notice to Contractor

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

5. Joint Inspection

5.1 If required by the Corporation for inspection, the tenderer shall arrange for inspection and trial run of the barge(s) in loaded condition at least for one dumping along with relevant documents by the committee or the nominated representative(s) of DCI Ltd., at his cost as and when asked by DCI and all other related expenses of making barge(s) ready for

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inspection are to be borne by the contractor. The tenderers having only such technically qualified / approved barge(s) shall be considered for opening the price bid. The decisions of the General Manager (Ops), DCI, Visakhapatnam about the suitability of the barge will be final. The Corporation has the right to reject the Barge(s) supplied by the Contractor, if the same is not meeting for requirement of Chennai Port at Chennai.

- 5.2 During inspection, barge(s) shall have all valid certificates in original, including the certificates issued to their crew by the concern marine authorities like MMD, valid insurance to the barge, etc. complying all rules pertaining to labour and PF authorities.

6. Performance Security

- 6.1 Successful tenderer shall be required to furnish an amount equivalent to 5% of the value of the contract by way of NEFT/RTGS/ Bank Guarantee in favor of Dredging Corporation of India Limited payable at Visakhapatnam within 10 (Ten) days from the date of issue of Work Order. Failure of the successful Bidder to furnish Performance Security within the specified period shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD. Upon receipt of the specified amount towards Performance Security, the EMD shall be refunded to the tenderer.
- 6.2 Alternatively, the contractor may opt for conversion of EMD amount into Performance Security and the balance amount shall be deposited to the corporation as Performance Security within 10 (Ten) days from the date of issue of the Work Order.
- 6.3 Performance Security Deposit will not carry any interest. The same will be returned after completion of work. If Bank Guarantee is submitted against Performance Security, it should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations including warranty obligation, if applicable.

7. Insurance

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

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7.6 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

8. Payment terms

8.1 The contractor shall submit Running account bills on monthly basis, for the works carried out during that calendar month.

8.2 Contractor's request(s) for payment shall be made to Project-In-Charge, DCI, in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.

8.3 The invoice should be accompanied by a statement indicating the trips made by each Barge along with copies of relevant log book/sheets duly certified by DCI officials. The log sheet without signature of DCI Officials will not be considered for payment. The logbook is to be maintained by the contractor for the payment of services provided to be certified by DCI representative on daily basis and must be submitted along with the monthly invoice.

8.4 On completion of contract, the contractor should raise the final bill showing the total amount payable, amount paid so far and the balance amount to be paid.

8.5 Payments shall be made by DCI within thirty 30 days for RA bills and 60 days for final bill, from receipt of invoice/claim by the Contractor, provided the invoice is in order and complied with all requirements.

8.6 Copies of statements showing provident fund and other recoveries made from workers' salaries, receipts of deposits of the recoveries made in concerned offices and payment wage slip must be attached to the Bill.

8.7 Prices charged by the Contractor for services performed shall not vary from the prices quoted by the Contractor in their bid.

8.8 Security Deposit of 5% of contract value shall be deducted from each running account bill @5% in addition to clause No.6.1 of GCC till total value of Performance Security and Security Deposit reaches 10% of contract value. The same shall be refunded after final payment and submission of 'No Dues & No Claims' Certificate

9. Change Orders

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

9.2 If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the DCI's change order.

10. Contract Amendments

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

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11. Assignment

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

12. Delay in the Contractor's Performance

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

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

12.3 Except as provided under GCC Clause 09, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 13, unless an extension of time is agreed upon without the application of liquidated damages.

13. Liquidated Damages

In case of any delay/non-supply of the barges within the specified period, liquidated damages @ 1% per week or pro-rata up to a maximum of 10% of the contract value for the individual Barge shall be levied on the Contractor by DCI.

14. Termination for Default

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

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

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

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

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

14.5 In the event the DCI terminates the Contract in whole or in part, DCI may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to the DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

15. Force Majeure

15.1 Notwithstanding the provisions of GCC Clauses 12, 13, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and

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to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

15.3 If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. Termination for Insolvency

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

17. Termination for Convenience

The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of 7 days will be given.

18. Settlement of Disputes/ Arbitration clause

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

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

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

19. Limitation of Liability

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

20. Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English only.

21. Applicable Law

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

22. Compliance with Statutory Requirement

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

23. Taxes and Duties

23.1 The contractor shall pay all taxes, levies, duties, etc., excluding GST which he/she may be liable to pay to the State Government or Government of India or any other authority under

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any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.

23.2 If any new taxes and/or increase/decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract.

24. Income Tax Deduction

Deduction of income tax shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act.

25. Employment of Relatives

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

26. Undertaking certificate

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

27. Litigation certificate

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

28. Notices

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

<u>Head Office</u>	<u>Project Office:</u>
The General Manager (Ops), Dredging Corporation of India Limited, 'Dredge House', Port Area, Visakhapatnam-530001. E-mail: hodops@dcil.co.in / svprsad@dcil.co.in / nksiem@dcil.co.in / kpramod@dcil.co.in	The Project In-charge, Dredging Corporation of India Ltd., Chennai Port, Chennai

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

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

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

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

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SPECIAL CONDITIONS OF CONTRACT**(SCC)**

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

- 1) **SCOPE OF WORK:** DCI is intending to engage 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M. for deployment at Chennai Port, Chennai for transportation of dredged material from dredging location and dispose the dredged material at designated location (not more than 6 (six) nautical miles from dredging ground).
- 2) Initial contract period is for 1 (One) month from the date of deployment of the self propelled barge in working condition at Chennai Port and extendable on 'month to month' basis up to four months as per the requirement of Chennai Port, Chennai.
- 3) The offered self propelled hopper barges are required to carry dredged material from DCI Backhoe-I and dump the material at designated location as directed by Project-In-Charge/ Concerned Port Officials.
- 4) The self propelled barges shall be available for 24 Hrs in a day. The self propelled barges should be capable to ply in Chennai Port waters in all weather conditions throughout the seasons in a year. The self propelled Barges to be supplied, should be in good working condition and capable of carrying loads to its maximum capacity. The best suitable self propelled barge for the above purpose shall be selected and deployed. The offered self propelled barge shall have manoeuvrability to go alongside the Backhoe-I dredger and cast off without damaging the dredger and its equipment.
- 5) The offered self propelled barge should follow and comply with Chennai Port rules and regulations.
- 6) The Hopper capacity of the self propelled barge should not be less than 800 Cu.M.
- 7) Average loaded speed should not be lesser than 5 Knots. Maximum loaded draft should be around 4.50 Mtrs. Overall breadth should be approximately 10-15 Mtrs.
- 8) The self propelled barge may be provided with over flow system to allow the water/light material to overflow. The offered self propelled barge should be provided with sufficient fenders to avoid damages to the Backhoe-I dredger and the barge while going along side and during loading.
- 9) Adequate radio/VHF communication system, all statutory requirements such as Life saving appliances, Fire fighting appliances etc as per relevant rules.
- 10) The Corporation will not bear any expenditure towards fuel/other oils and repairs, wharf charges, berth hire, bunkering charges, fuel escalations, port pass expenditure and other expenditure in any manner for the hired Barges and crew/ workers of the contractors.
- 11) The Barge and Crews provided to the Corporation will possess valid documents, License, Comprehensive Insurance coverage, Pollution Control Certificate and other relevant statutory documents etc., as prescribed by the concerned authorities, from time to time. In case of

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break-down of the hired self propelled Barge, alternative self propelled Barge having equivalent/higher capacity of similar specifications has to be provided by the Contractor at no extra cost. If he fails to do so, alternative arrangement will be made, and the additional expenses incurred, if any, by the Corporation thereof will be recovered from the Barge Contractor while settling the bills.

- 12) There should not be any frequent Crew change in Barge or the Sarang due to security reasons unless some breakdown occurs. The Barge Crew/Staff should be advised/instructed to behave politely with the officers/staff while discharging their duties.
- 13) The contractor should be able to cater/provide immediately additional Barges, as required by the ChPT/Corporation on any day on intimation. If the contractor fails to do so, alternative arrangements will be made and any additional expenses incurred thereof as arrived from the formulae shown in 'Bill of Quantity' will be deducted from the contractor, while settling their bills. The daily rate for the additional Barge shall be arrived as per the formula given in the BOQ and no mobilization and demobilization charges will be paid.
- 14) Since the bid evaluation will be done on the basis of Barge hopper capacity, Mobilization and De-mobilization, tenderer has to furnish certification of Barge hopper capacity from any authorised agency, without fail.
- 15) Contractor shall be responsible for removing any of its sunken plant, floating/ otherwise or any boat/Vessel/crane/equipment during the course of execution of this work within the limits of the site.
- 16) **Idle Time:** Idle time charges for the hired Barge(s) shall be payable to the contractor for the following reasons:
 - (a) Stoppage of dredging operations/Barge operations as per the instructions of Port/DCI
 - (b) Stoppage of Barge movement due to shipping movement.
 - (c) During the breakdown period of DCI Backhoe-1, the breakdown timings shall be as per records in log book of DCI Backhoe-1
- 17) No Idle time charges are payable due to force majeure/interruptions caused by any other agencies and for reasons not attributable to DCI or beyond the control of the DCI.
- 18) Self propelled Barges shall be treated as off- hire during Breakdown/Repair period of the Barge(s)/Maintenance period of the Barge(s)/Bunkering for the Barge(s), during which daily hire charges and stand by charges shall not be paid.
- 19) In case of breakdown of the Barge(s), the Contractor shall arrange a suitable substitute Barge(s) of equivalent capacity/specifications or more to ensure that the dredging operations is not hampered within reasonable time. Failing which, the Corporation, without prejudice to rights and other remedies available under the contract, reserves the right to get the Barge(s) supplied through other Agencies at the risk and cost of the contractor and to deduct the additional cost, if any from the contractor from his bills or from any amounts due to the contractor.
- 20) Payments towards Self propelled barge hire charges and Idle time charges shall be made for the actual number of days & hours barge operated based on daily reports. The hire charges for barge will be calculated on pro-rata basis as per Daily reports of each barge to arrive the total

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No. of days and hours for both operations/working and Idle time charges for making payment. Payment will be made only towards actual deployment of Barge(s) recorded as per DDRs duly signed by the Master of the DCI Vessel Backhoe, towards working Hours and Idle time charges for the barge supplied by the contractor.

- 21) Daily hire charges for the day will start from the time BH1 start loading operations onto the barge and will end till dumping of the last load by barge at dumping ground. Balance period where in there is instructions from DCI to be standby, standby charges shall be paid.
- 22) The payment shall be made for actual on 24 Hrs basis or pro-rata as per price schedule.
- 23) While calculating no. of days the Barge is engaged, the working hours in a day shall be converted into days for payment purpose at pro rata basis of 24 hours.
- 24) Mobilization charges are payable for Self Propelled Hopper Barges at actual (or) for a maximum period of 15 days whichever is less.
- 25) Mobilization charges are claimable only after 07 days of successful operation of Self Propelled Hopper Barges deployed at the dredging site.
- 26) The successful bidder should mobilize the barges within 15 days from the date of mobilisation notice. During this period the contractor will not have any right to claim idle time charges for deploying the self propelled hopper barges before 15 days at the dredging site. However, the idle time charge comes into effect from the 16th day onwards.
- 27) Idle time charges will be payable post deployment, if the project commenced before 15 days from the placing of work order due to availability of self propelled hopper barges at the dredging site.
- 28) In case of requirement for additional Barge(s) by ChPT/DCI, Mobilization charges are payable for deployment of the additional barge. The daily hire charges per day and Idle time charges per hour shall be arrived based on the average agreed rate arrived or prorated thereof from first two Barges. Similarly, daily hire rate will be computed as per the formula given in the BOQ.
- 29) No Mobilisation charges are payable for the replacement of Self Propelled Hopper Barges.
- 30) De-Mobilization charges are payable for Self Propelled Hopper Barges at the rate of 50% of actual mobilization (or) for a maximum period of 7.5 days whichever is less.
- 31) In the event of early completion of the project work/major breakdown of DCI Backhoe-I, the contract can be terminated by giving 5 days notice period to the contractor.
- 32) **INTEGRITY PACT:** The Integrity Pact has been included to this subject Tender and to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (two) originals as per the Form 10. This Integrity Pact will form part of the Tender Document.

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SAMPLE FORMS

Notes on Sample Forms:

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

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1. BID FORM

Date: _____

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

Gentlemen:

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

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

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

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

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

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

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

Dated this _____ day of _____ 2019_____.

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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2. PRICE BID (COVER B)**BILL OF QUANTITY (BOQ) FOR BARGE-I**

Name of the work: Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M for deployment at Chennai Port, Chennai

Ref: Tender No. DCI/OPS/ChPT/SPHB/2019-20 dated 01.08.2019

Sl. No	Description	Units	Unit Rate (Rs.) In figures (X1) as quoted below in sl. No.1 (a)	Qty. (b)	Total Amount (Rs.) In figures and Words (c) = (a) x (b)
01.	Daily hire charges of Self Propelled Hopper Barges having split open /bottom door of capacity 800 Cu.M to 1200 Cu.M including manning, operating, repairs, maintenance, etc., all complete, for the entire period of contract including extension period, if any (excluding of GST). (Breakdown/repairs/Maintenance/Bunkering time for the Barges shall be treated as off-hire and 'NO' daily hire charges/ Idle time charges are payable). For Barge-I (Y1) = _____Cu.M. Hopper Capacity.	Per day of 24:00 Hrs working and pro-rata thereof		20 Days	
02.	Mobilization charges of Self Propelled Hopper Barge of (Y1) =____Cu.M. Hopper Capacity excluding GST.	Per day of 24:00 Hrs working and pro-rata thereof		15 days	
03.	De-Mobilization charges of Self Propelled Hopper Barge of (Y1) =____Cu.M. Hopper Capacity excluding GST.	Lump sum	50 % of Mobilization rate quoted in S.No.2	-	
04.	Idle time Charges/stand by charges of Self Propelled Hopper Barge of (Y1) =____Cu.M. Hopper Capacity excluding GST.	Per Hour or pro-rata thereof.			

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2. PRICE BID (COVER B)

BILL OF QUANTITY (BOQ) FOR BARGE-II

Name of the work: Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M for deployment at Chennai Port, Chennai.

Ref: Tender No. DCI/OPS/ChPT/SPHB/2019-20 dated 01.08.2019

Sl. No	Description	Units	Unit Rate (Rs.) In figures (X2) as quoted below in sl. No.A (a)	Qty. (b)	Total Amount (Rs.) In figures and Words (c) = (a) x (b)
A.	Daily hire charges of Self Propelled Hopper Barges having split open /bottom door of capacity 800 Cu.M to 1200 Cu.M including manning, operating, repairs, maintenance, etc., all complete, for the entire period of contract including extension period, if any (excluding of GST). (Breakdown/repairs/Maintenance/Bunkering time for the Barges shall be treated as off-hire and 'NO' daily hire charges/ Idle time charges are payable). For Barge-II (Y2) = _____Cu.M. Hopper Capacity.	Per day of 24:00 Hrs working and pro-rata thereof		20 Days	
B.	Mobilization charges of Self Propelled Hopper Barge of (Y2) =____Cu.M. Hopper Capacity excluding GST.	Per day of 24:00 Hrs working and pro-rata thereof		15 days	
C.	De-Mobilization charges of Self Propelled Hopper Barge of (Y2) =____Cu.M. Hopper Capacity excluding GST.	Lump sum	50 % of Mobilization rate quoted in S.No.B	-	
D.	Idle time Charges / stand by charges of Self Propelled Hopper Barge of (Y2) =____Cu.M. Hopper Capacity excluding GST.	Per Hour or pro-rata thereof.			

Signature of Contractor with seal

***NOTE:**

- a) Idle time charges/stand by charges shall not be considered for evaluation purpose.
- b) Payment will be made for actual no. of days deployed.
- c) The actual requirement of self propelled Barge is for 1000 Cu.M. hopper capacity. However, the evaluation for determining L-1 will done on the basis of hopper capacity of self propelled Barge as furnished at Example-1 as per the following formula:

Example-1: If 'X = X1 + X2' is the rate per day for 'Y = Y1 + Y2' Cu.M. is the hopper capacity of self propelled Barges put together then,

$$\text{Rate per Cu.M.} = \{\text{Total Mob.} + (X*20) + \text{Total De-Mob.}\} / (Y*20)$$

Where,

Total Mob. = Barge-I Mobilization for 15 days + Barge-II Mobilization for 15 days

Total De-Mob. = 50% of Barge-I Mobilization + 50% of Barge-II Mobilization

- d) The Daily hire charges and idle time charges applicable for the Third barge is arrived by

$$\text{Rate/day for Barge-III} = (X/Y) * \text{Hopper capacity of 3rd Self propelled Barge to be deployed.}$$

Illustration of Example-1:

Determination of L-1 & 3rd Barge Rate/day				
(1)	(2)	(3)	(4)	(5)
(a) Hopper Capacity	800 Cu.M (1 st Barge)	1,200 Cu.M (2 nd Barge)	Totals	950 Cu.M (3 rd Barge)
(b) Mob For 15 days (2b+3b)	2,316	4,163	6,479	No Mob
(c) Daily Hire	689	845		729
(d) Daily Hire Charges for 20 days ((c) x 30)	13,870	16,900	30,680	
(e) De-mob = 50% of Mob	1,158	2,082	3,240	No De-Mob
(f) Cost per Barge for 20 days	17,344	23145	40,489	
(A) Total Cost (4b+4c+4d)=			40,489	
(B) Hopper Capacity deployed for 20 days ((2a+3a)*20)=			40,000	
(C) Unit rate/Cu.M. (A/B)=			1.01	

Signature of Contractor with seal

3. FORM OF CONTRACT AGREEMENT

This agreement made on _____ day of _____ between **M/s. Dredging Corporation of India Limited**, a body under the Companies Act, 1956, having its registered Head Office at Visakhapatnam (hereinafter called “the EMPLOYER”, which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office”) of the one part and _____ (Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part, whereas the “Employer” is desirous of **“Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M for deployment at Chennai Port, Chennai”** and the Contractor has offered to **“Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M for deployment at Chennai Port, Chennai”** and whereas the CONTRACTOR has deposited a sum of Rs. _____ as Performance Security in the form of _____ for the due fulfillment of all the Conditions of the Contract:

Now this agreement witnesseth as follows:

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

Signature of Contractor with seal

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

CONTRACTOR

EMPLOYER

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Seal :

Seal :

In the presence of Witness

Signature :

Signature :

Name & Address :

Name & Address :

Signature of Contractor with seal

4. FORM OF BANK GUARANTEE
(IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.:

Date:

To

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

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the "DCI") having agreed to exempt M/s _____ having its Registered Office at _____ (herein after called the said "CONTRACTOR" from the demand under the terms and conditions of an Agreement/Contract/Work Order dated _____ made between DCI and Contractor for **"Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open /Bottom Door of capacity of 800 Cu.M to 1200 Cu.M for deployment at Chennai Port, Chennai"** (herein after called the said "Agreement"), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only),

1. We 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. _____ (Rupees _____ Only) against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).
3. We undertake to pay to the DCI any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

Signature of Contractor with seal

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

Dated_____day of_____2019

For

(Name of the bank with address)

Signature of Contractor with seal

5. PROFORMA FOR EMPLOYMENT OF RELATIVES

Date:

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

Sir,

Sub: Tender for "Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M. for deployment at Chennai Port, Chennai"-Reg.

With reference to your Tender No.: DCI/OPS/ChPT/SPHB/2019-20/ dated 01.08.2019 and as per Clause No. 25 of GCC, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'OR'

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

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

Thanking you,

Yours faithfully,

*Strike out whichever is not applicable.

Signature of Contractor with seal

6. PROFORMA FOR UNDERTAKING

Date:

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

Sir,

Sub: Tender for “Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M. for deployment at Chennai Port, Chennai”-Reg.

With reference to your Tender No.: DCI/OPS/ChPT/SPHB/2019-20/ dated 01.08.2019 and as per Clause No.26 of GCC, we hereby undertake that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

and,

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

Thanking you,

Yours faithfully,

Signature of Contractor with seal

7. PROFORMA FOR LITIGATION

Date:

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

Sir,

Sub: Tender for "Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M. for deployment at Chennai Port, Chennai"-Reg.

With reference to your Tender No.: DCI/OPS/ChPT/SPHB/2019-20/ dated 01.08.2019 and as per Clause No. 27 of GCC, we hereby certified that, we do not have any current litigation with any party/ firms.

'OR'

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

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

Thanking you,

Yours faithfully,

*Strike out whichever is not applicable.

Signature of Contractor with seal

8. VENDOR REGISTRATION FORM

1. Vender Details

a) Name of the Vendor :

b) Address :

c) Place of Registration :

d) Principal place of
business :

e) Email ID :

f) Contact No. :

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

a) PAN No. :

b) GSTIN :

c) Type of Vendor : Registered / Unregistered / Composite Dealer
(Tick whichever is applicable)

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

a) Bank Name, Branch &
City :

b) Bank Account Number :

c) IFSC :

Signature of Contractor with seal

9. DETAILS OF THE SELF PROPELLED HOPPER BARGES PROPOSED TO BE DEPLOYED**BARGE No. 01**

1. Name of the Tenderer :
2. Name of the self propelled Barge :
3. Name of the owner :
4. Builder's name and Address :
5. Year of built :
6. Main dimensions :
 - (a) Length (Mtrs) :
 - (b) Breadth (Mtrs) :
 - (c) Depth (Mtrs) :
 - (d) Draft (Mtrs) :
 - (e) Hopper Capacity (Cu.M.) :
7. Make and Model of the Engine :
8. Horse Power of the Engine :
9. Particulars of registry of Barge and year of registry. :
10. Average loaded speed in Knots :
11. Maximum Loaded draft :
12. Registration Certificate :
13. Communication system held in operational condition on board :
14. LSA (Life Saving Appliances) & FFA (Fire Fighting Appliances) :
15. Place where the Barge is presently available :

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

Signature of Contractor with seal

BARGE No. 02

1. Name of the Tenderer :
2. Name of the self propelled Barge :
3. Name of the owner :
4. Builder's name and Address :
5. Year of built :
6. Main dimensions :
 - (a) Length (Mtrs) :
 - (b) Breadth (Mtrs) :
 - (c) Depth (Mtrs) :
 - (d) Draft (Mtrs) :
 - (e) Hopper Capacity (Cu.M.) :
7. Make and Model of the Engine :
8. Horse Power of the Engine :
9. Particulars of registry of Barge and year of registry. :
10. Average loaded speed in Knots :
11. Maximum Loaded draft :
12. Registration Certificate :
13. Communication system held in operational condition on board :
14. LSA (Life Saving Appliances) & FFA (Fire Fighting Appliances) :
15. Place where the Barge is presently available :

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

Signature of Contractor with seal

BARGE No. 03 (IF REQUIRED)

1. Name of the Tenderer :
2. Name of the self propelled Barge :
3. Name of the owner :
4. Builder's name and Address :
5. Year of built :
6. Main dimensions :
 - (a) Length (Mtrs) :
 - (b) Breadth (Mtrs) :
 - (c) Depth (Mtrs) :
 - (d) Draft (Mtrs) :
 - (e) Hopper Capacity (Cu.M.) :
7. Make and Model of the Engine :
8. Horse Power of the Engine :
9. Particulars of registry of Barge and year of registry. :
10. Average loaded speed in Knots :
11. Maximum Loaded draft :
12. Registration Certificate :
13. Communication system held in operational condition on board :
14. LSA (Life Saving Appliances) & FFA (Fire Fighting Appliances) :
15. Place where the Barge is presently available :

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

Signature of Contractor with seal

10. INTEGRITY PACT

INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT

1. As per GCC Clause 29 of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
 - 2.1 The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:

"This stamp paper is an integral part of the Integrity Pact executed by us for "Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M. for deployment at Chennai Port, Chennai" and tender No. DCI/OPS/ChPT/SPHB/2019-20 dated 01.08.2019"
[Sample is given overleaf]
 - 2.2 Incase of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:

"The Integrity Pact executed by us for "Hiring of 2 (Two) Nos. Self Propelled Hopper Barge having Split Open/Bottom Door of capacity of 800 Cu.M to 1200 Cu.M. for deployment at Chennai Port, Chennai" and tender No. DCI/OPS/ChPT/SPHB/2019-20 dated 01.08.2019 is enclosed herewith" **[Sample is given overleaf]**
3. Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
4. All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
5. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
6. The Bidder shall not change the contents of the Integrity Pact.
7. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

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

Signature of Contractor with seal

(These are instructions for execution and does not form part of the Integrity Pact)
Rs. 100/- Non-judicial Stamp paper

INTEGRITY PACT

Between

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

And

(_____) hereinafter referred to as
"The Bidder/Contractor"

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for the tender No. DCI/OPS/ChPT/SPHB/2019-20 dated 01.08.2019. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

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

Section I - Commitments of the Principal:

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

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suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section - 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender processor take action as per the procedure

Signature of Contractor with seal

mentioned in the “Guidelines on Banning of business dealings” will be followed.

Section 4:- Compensation for Damages.

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

Section 5: Previous Transgression.

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

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

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

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

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

Section 8: Independent External Monitor(s).

1. The Principal appoints competent and credible Independent External Monitors

Signature of Contractor with seal

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

Section 9: Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 08 Months after the last payment under the contract, and for all

Signature of Contractor with seal

- other Bidders 08 months after the contract has been awarded.
- 2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged /determined by the Chairman of DCIL.

Section 10: Other provisions.

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

(For & On behalf of Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Witness 1 : _____

(Name & Address) _____

Date: _____

Witness 2 : _____

(Name & Address) _____

Signature of Contractor with seal

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

1. Duly filled and signed Bid Form.
2. Documentary evidence (description of work, contract amount, time limit for completion, liquidated damages levied) established in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
3. Copies of original certificates of registration etc., of the self-propelled Barge proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the self-propelled Barge, Crew and Third Party if any.
4. Copy of clear title of the ownership of the self-propelled Barge. If the tenderer is not the owner of the self-propelled Barge, necessary documents in support of the authorisation or lease granted by the owner of the Barge to the tenderer to offer and operate the self-propelled Barge by the tenderer. This authorisation or lease shall be executed on a stamp paper duly notarised.
5. Audited balance sheet for the last three years ending 31st March'2018 i.e. FY: 2016-17, 2017-18, and 2018-19.
6. Proof of Earnest Money Deposit through NEFT/RTGS furnished in accordance with ITB Clause 11.
7. PAN Number issued by Income Tax Authorities.
8. GST Registration Number.
9. Bank Details/Cancelled Cheque
10. Registration with provident fund authorities.
11. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document. (If the tender document is signed by the Owner/ proprietor of the firm, then also he shall authorise himself for the same.)
12. Copies of original document defining place of registration and principal place of business of the company or partnership.
13. Certificate for relatives in accordance with Clause No. 25 of GCC.
14. Undertaking certificate in accordance with Clause No. 26 of GCC.
15. Information regarding any current litigation in which the tenderer is involved in accordance with Clause No. 27 of GCC.
16. Vendor Registration Form.
17. Integrity Pact- Integrity Pact on a non-judicial stamp paper of Rs.100/- in 2 originals.
18. Downloaded Tender Document duly signed on all the pages by tenderer.

PRICE BID:

1. Price Schedule (Schedule of Quantities)

Signature of Contractor with seal