



**DREDGING CORPORATION OF INDIA LIMITED
DREDGE HOUSE, PORT AREA,
VISA KHAPATNAM- 530 001**

Tender No. DCI/OPS/NMPT/Grab Dredger/2019-20/

Date: 14-11-2019

NAME OF WORK: "Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore."

TENDER ISSUED TO:

M/s. _____

Head of Department (OPS),
Dredging Corporation of India Limited,
Dredge House, Port Area,
VISA KHAPATNAM – 530 001,

SIGNATURE OF THE TENDERER WITH SEAL

DREDGING CORPORATION OF INDIA LIMITED
DREDGE HOUSE, PORT AREA,
VISAKHAPATNAM – 530 001

**TENDER DOCUMENT
FOR**

“Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore.”

TECHNICAL BID

VOLUME – I

SIGNATURE OF THE TENDERER WITH SEAL

DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM – 530 001

Ref: DCI/OPS/NMPT/Grab Dredger/2019-20/

Date: 14-11-2019

NOTICE INVITING TENDERS

Sealed tenders are invited by Head of Department (Ops) on behalf of Dredging Corporation of India Limited from competent and experienced contractors for the following:

1	Name of the work	:	“Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside /in front of berths and other areas for New Mangalore Port Trust, Mangalore.”
2	Period of Contract	:	Initially 60 (Sixty) days and extendable / curtailed as per requirement of DCIL / NMPT.
3	Estimated cost	:	Rs.1,41,60,000/- (Rupees one Crore forty one Lakh sixty thousand only) for sixty days including GST @ 18%.
4	Cost of tender	:	<p>Rs.5,900/- (Rupees five thousand nine hundred only)including GST @ 18% to be remitted only through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender.</p> <p>(i) Name of the Company: M/s Dredging Corporation of India Ltd., Visakhapatnam. (ii) Name of the Bank: Syndicate Bank. (iii) Branch Name: DCI Ltd., Branch, Port Area, Visakhapatnam – 530001. (iv) Current Account No: 35833070000014. (v) IFSC Code: SYNB0003583. (vi) Swift Code: SYNBINBB032. (vii) GST No: 37AAACD6021B1ZB.</p>
5	Earnest Money Deposit	:	<p>Rs.1,41,600/- (Rupees one Lakh forty one thousand six hundred only) including GST@ 18% to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender or in the form of Bank Guarantee as per format provided in the tender.</p> <p>(i) Name of the Company: M/s Dredging Corporation of India Ltd., Visakhapatnam. (ii) Name of the Bank: Syndicate Bank. (iii) Branch Name: DCI Ltd., Branch, Port Area, Visakhapatnam – 530001. (iv) Current Account No: 35833070000014. (v) IFSC Code: SYNB0003583. (vi) Swift Code: SYNBINBB032. (vii) GST No: 37AAACD6021B1ZB.</p>

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6	Issue of tenders through DCI website	:	From 14-11-2019 to 27-11-2019 upto 1500 hrs.
7	Last date & Time for receipt of tenders	:	Up to 1500 Hrs on 28-11-2019 at the office of Head of Department (Ops), Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530001.
8	Opening of Bids	:	At 1530 Hrs on 28-11-2019 at DCI Tender Room, Ground Floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530001.

Pre-Qualification Criteria:

1. Experience of having successfully completed / works on hand of similar works during last seven years ending August 2019 should be either one of the following.
 - i) Three similar completed works / on hand works each costing not less than the amount of Rs 48.00 lakh excluding GST.
or
 - ii) Two similar completed works / on hand works each costing not less than the amount of Rs 60.00 lakh excluding GST.
or
 - iii) One similar completed works / on hand work costing not less than the amount of Rs.96.00 lakh excluding GST.
2. Average Annual financial turn over during last 3 years ending 31st March 2019 should be at least Rs.36.00 Lakh excluding GST.

Note: i) Similar work means “Hiring of Grab/Backhoe/Inland Cutter suction dredger(s)”.

ii) work done certificate / work order(s) to be submitted as a proof for similar works

The Detailed NIT and Complete Tender Document is hosted in websites: www.dredge-india.com, www.tenders.gov.in, and <http://eprocure.gov.in>. Interested parties may visit the site and download the tender document by remitting an amount of Rs.5,900/- (Rupees five thousand nine hundred only) including GST @ 18% through NEFT/RTGS and the copy of electronic receipt/UTR should be submitted with Technical Bid

The details of DCI Current Account at Syndicate Bank are follows:-

DCI Current Account No: 35833070000014

Branch name: DCI LTD BRANCH, PORT AREA, VISAKHAPATNAM

IFSC/RTGS No: SYNB0003583

SWIFT Code No: SYNBINBB032

The downloading of document shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Tenderers shall send mail to treasury@dcil.co.in for obtaining confirmation for the receipt of EMD/ Tender documents fees by furnishing details of firm/party, bank and

SIGNATURE OF THE TENDERER WITH SEAL

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 at the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc., from 0930 Hrs to 1730 Hrs (on all working days):

**Head of Department (Ops),
M/s Dredging Corporation of India Limited,
Dredge House, Port Area, Visakhapatnam -530 001.
Telephone No: 0891-2871-344 / 322
E – MAIL ID: svprasad@dcil.co.in/hpkutty@dcil.co.in/suryakant@dcil.co.in**

Dredging Corporation of India Ltd., reserves the right to:

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

Head of Department (Ops)

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AGREEMENT

Name of work: "Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore."

To
 Head of Department (Ops),
 Dredging Corporation of India Ltd.
 Dredge House, Port Area,
 Visakhapatnam -530 001.

I/We hereby tender for execution for M/s Dredging Corporation of India Limited of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance, in all respects, with the specifications, designs and instructions in writing referred to in Rule-1 hereof and conditions of Contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

1. Name of work : "Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside berths and other areas for New Mangalore Port Trust, Mangalore."
2. Approximate period :Initially 60 (Sixty) days and extendable or curtailed as per requirement of DCIL / NMPT at the same rates, terms and conditions or curtail the period of contract by issuing three days notice.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the conditions contained in the said Contract for "Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore." The Special conditions and specifications and General terms and conditions which have been read and understood by me/us, read and explained to me/ us so far as applicable. In default there of I/ We agree to set off the extra cost, if any, for carrying out the work at my/ our risk and cost, against the Earnest Money or Security Deposit available with the Dredging Corporation of India Limited, or its successors on demand as debt due and agree to pay any amount required to meet the extra cost of carrying out the work over and above Earnest Money furnished by me/us and/ or security deposit recovered from my/ our interim bills.

An amount of Rs.1,41,600/- (Rupees one lakh forty one thousand six hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR _____ is enclosed OR BANK GUARANTEE NO. _____ (as per enclosed format) for Rs.1,41,600/- (Rupees one lakh forty one thousand six hundred only) is hereby deposited towards Earnest Money Deposit for the work of "Hiring of one number suitable Grab or clamshell dredger with clamshell grab for carrying out maintenance dredging alongside/in

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front of berths and other areas for New Mangalore Port Trust, Mangalore.” The full value of which is to be absolutely forfeited by DCI Ltd. without prejudice to any other rights or remedies of the DCI Ltd., should I/We fail to commence the work or complete fully as specified in the above memorandum.

Note: Strike out either NEFT/RTGS part OR Bank Guarantee part in above paragraph.

Signature of the Contractor
(at the time of submission of

Date _____
Day of _____ tender) with
Seal

Signature of the Witness

Witness :

To the Contractor's

Address :

Signature

Occupation :

The above Tender is here by accepted by me on behalf of D. C. I. Ltd., this _____ day of _____, 2019.

For DREDGING CORPORATION OF INDIA LTD.

Head of Department (Ops)

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SCOPE OF WORK

Name of the work: “Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore.”

DESCRIPTION:

1. Dredging Corporation of India Ltd., (DCI), having its Head Office at Port Area Visakhapatnam, Andhra Pradesh and having its Project Offices at different Ports. DCI is deploying its Trailer Suction Hopper Dredger for carrying out maintenance dredging at New Mangalore Port Trust, Mangalore for the year 2019-20. The Grab or Clamshell dredger having suitable capacity with guaranteed quantity output of average 500 cum(in-situ) per day of 24 hrs operation is required to carry out maintenance dredging alongside/ in front of berths and approaches etc wherever maneuverability of trailer suction hopper dredger has been restricted due to safety of dredger and hydraulic structures of NMPT.
2. The dredged material comprising of sand, silt deposits of spillage of iron ore / mines, fallen wooden logs, tyres, fenders, boulders, rock / concrete pieces, debris, steel plates, chains, wire ropes, cement bags, tarpaulins, etc. to be dredged by Grab or Clamshell dredger without damaging the existing structures, fenders etc. and dumped at deeper areas away from berth face, spreaded uniformly and obviate formation of patches/pinnacles, shall be dredged / cleared by trailer suction hopper dredgers periodically and total quantity to be dredged about 65,000 cum (in-situ) approximately for which it is proposed to hire one number suitable Grab or Clamshell dredger for the support services during the tenure of dredging work.
3. Heavy materials such as wooden logs, tyres, fenders, boulders, rock / concrete pieces, steel plates, chains, wire ropes, cement bags, tarpaulins etc to be dumped on the jetty.
4. Advanced information shall be provided to Grab or Clamshell dredger before commencement of dredging operations of each load by Master of Trailer suction hopper dredger, accordingly dredger has to be shifted in safer place. The Grab dredger will be repositioned to the previous location after completion of dredging operations of TSHD and confirmation from Master of dredger.
5. Advanced information shall also be provided to Grab or Clamshell dredger by New Mangalore Port Trust, Mangalore before berthing and un-berthing of Ships or any other related movement etc, accordingly dredger has to be shifted in safer place and repositioned after completion of berthing, un-berthing of ships or any other related movement after confirmation from New Mangalore Port Trust, Mangalore/Signal station of NMPT.
6. Working hours includes shifting, positioning and operations of Grab or Clamshell dredger.
7. Idle time is counted from the time of instruction issued by DCIL to shift the Grab dredger from the dredging ground to anchorage or safe location till further instructions of DCIL to resume the dredging operations. The idle period/time is reckoned from the time/date of heave anchor at dredging ground till heave of anchor at the anchorage / safe location.
8. The Grab or Clamshell dredger shall be deployed different areas within the scope of work in order to avoid idleness of dredger.

SIGNATURE OF THE TENDERER WITH SEAL

9. Dredging operation is carried out alongside/ in front of berth whenever the berth is vacant without affecting the port operations from the existing level to designed depth of specified area.
10. In the case of dump Grab or Clamshell dredger, suitable capacity of Tugs should be standby throughout the contract period to shift/reposition the dredger as soon as the instructions received from DCIL/NMPT.
11. The designed depth to be achieved is varying from (-) 8.0 meters to (-) 15.10 meters with reference to Chart Datum (CD). The details are given in tabular column;

Sl.No	Description of area	Designed Depth
01	Berth No-1	(-) 8.00 mCD
02	In front of Berth No-1 upto Centre Line of O.A.C	(-) 8.00 mCD
03	Berth No-2	(-) 12.00 mCD
04	Berth No-3	(-) 11.00 mCD
05	Berth No-4 to 7 in the ODA & 8 (E)	(-) 10.50 mCD
06	Berth No-8 (W), 9, 12, (under progress), 14, 15 & 17	(-) 15.10 mCD
07	Berth No-13	(-) 12.50 mCD
08	Berth No-16	(-) 14.00 mCD
09	Berth No-18	(-) 14.00 mCD

12. Initial contract period is 60 (Sixty) days approximately and extendable or curtailed as per requirement of DCIL/NMPT. The rates are to be quoted in the attached BOQ format.
13. The hire charges should inclusive of mob & de-mob, cost of labour and material, routine boat, hire charges of all plant & allied equipment, fuel escalation, cost of consumables and all necessary requirement of Lube Oil, Diesel etc. The rates offered in tender shall be covered with all above contingencies including gate passes for entry of men and material of the machinery and whatsoever related to works inside New Mangalore Port, Mangalore.
14. The successful tenderer on receipt of work order should provide one number suitable Grab or Clamshell dredger with operators and helpers immediately at the specified place inside New Mangalore Port, Mangalore as per instructions.
15. The Grab dredger should be available round the clock with operators, helpers and suitable Tugs at site. The entrusted work has to be carried out as per instructions of Project In-charge / Site- In- Charge / any authorized representative without loss of time.
16. The period given in the schedule is only indicative and may increase or decrease, however payment will be made for the actual work done certify by the Project In-charge / Site-in-charge/ any authorized representative.

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SIGNATURE OF THE TENDERER WITH SEAL

GENERAL TERMS AND CONDITIONS

1. The Tender in main sealed cover containing sealed cover -A and another sealed cover-B, super scribed with “Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore” for a period of 60 (Sixty) days initially and extendable or curtailed as per requirement of DCIL/NMPT will be received within the stipulated date & time as mentioned in the Notice Inviting Tender. Late tenders are liable to be rejected summarily.
2. The Tenders for the work will be based on two-cover system. The Financial Bid should contain the Tendered amount in Bill of quantity format of tender only and should be submitted in a separate seal Cover, super-scribed as “Cover-B (Financial Bid) for the work “Hiring of one number suitable Grab or Clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore” for a period of 60 (Sixty) days initially and extendable or curtailed as per requirement of DCIL/NMPT. The financial bid shall not contain anything other than the single sheet of Bill of Quantities duly filled with the competitive rate and sealed.
3. The duly signed Tender documents and other connected documents put in another Cover, super-scribed as “Cover-A” (Technical Bid) and “Cover-B” (Financial Bid) for the work “Hiring of one number suitable Grab or Clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore” for a period of 60(Sixty) days initially and extendable or curtailed as per requirement of DCIL/NMPT.
4. The main cover-A “Technical Bid” will be opened as scheduled at the office of Dredging Corporation of India Ltd., Dredge House, Visakhapatnam – 530001. The Cover-B “Financial bid” of technically qualified bids will be opened separately on a suitable date, which will be informed later.
5. The tenderer should study the tender documents carefully; understand the General Conditions of contract (GCC) and Special conditions of the contract (SCC) before submission of his tender. The party may get himself acquainted with the nature and scope of work and the local & site conditions before quoting the tender.
6. The tenderer shall sign & seal on all pages of the tender documents before submitting his tender.
7. Tenders received without Earnest Money Deposit as specified or with lesser amount of EMD and which do not fulfill all or any of the conditions stipulated in the Tender or incomplete in any respect are liable to be rejected summarily.
8. In the case of illiterate contractors, a witness should attest the tendered rates.
9. The tenderer required to quote items as given in the schedule enclosed.
10. Rates quoted by the tenderer in Item-Rate in figures and words shall be carefully filled in, so that there is no discrepancy in the rates written in figures and words. However, if any discrepancy is found, the rates written in words shall be taken as correct.

SIGNATURE OF THE TENDERER WITH SEAL

11. Special care shall be taken to write the rate in figures as well as in words, in such a way that no interpretation is possible. In case of figures, “Rs” should be written before the figures of rupees and “Paise” should be written at the end, viz. “Rs 2.15 paise”. In case of words, “Rupees” should precede and the “paise” should be written at the end, viz. “Rupees two and fifteen paise only”. If the rate is in whole rupees, it should be written in figures as “Rs.2.00 Paise” and in words as “Rupees two only”.
12. Canvassing in connection with the tenders is strictly prohibited and the bid submitted by the tenderer who resorts to canvassing, will be liable for rejection.
13. The tenderer shall furnish along with the tender, details of the previous experience to show that the tenderer can handle and execute the said job successfully within the stipulated period of contract.
14. The tenderer should submit the tender along with the following documents and details super scribing the name of work and date of opening duly addressed to Head of Department (Ops), Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam -530 001.
 - i. EMD Rs.1,41,600/- (Rupees one lakh forty one thousand six hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender **or** in the form of Bank Guarantee as per format provided in the tender. The details of DCI Current Account at Syndicate Bank are as given DCI Current Account No: 35833070000014 Branch Name: DCI Ltd Branch, Port Area, Visakhapatnam IFSC/RTGS No: SYNBO003583.
 - ii. The tenderer must have experience in similar type of works during last seven years ending August’ 2019.
 - iii. Average annual financial turnover during the past three years ending 31st March’2019 should be not less than Rs.36.00 Lakh
 - iv. Copy of Permanent Account Number (PAN) from the concerned authority.
 - v. Copy of Service Tax registration Number.
 - vi. Registration with Provident Fund Authorities
 - vii. Power of Attorney on stamp paper, in favor of the person authorized to sign the tender document if the tenderer is not owner of the party.
 - viii. Company’s profile along with Balance Sheet and Profit & Loss statement (duly audited by a Chartered Accountant) for the last 3 years ending 31st March 2019.
 - ix. Certificate that Contractor is not related to any officer of DCI or any officer in the rank of Under Secretary or above in the MOST or Declaration of relative(s) working in DCI Annexure -I hereunder.

SIGNATURE OF THE TENDERER WITH SEAL

- x. Tender Document duly signed on all the pages by tenderer.
 - xi. Undertaking letter the contractor 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 that they have not committed any offence under the PC Act in connection with the bid. (Annexure-II)
 - xii. The tenderer shall submit copy of particulars of Grab or Clamshell dredger with Clamshell grab including statutory certificates issued by IRS/MMD, insurance, power of attorney etc. Lease agreement (duly notarized), shall be submitted if the tenderer is not owner of dredger/equipment etc.
 - xiii. Disclosure of any payments made or proposed to be made. (Annexure-II)
 - xiv. Details of Bank Account for Electronic Transfer of payments. (Annexure-III)
 - xv. Information regarding any current litigation in which the tenderer is involved. (Annexure – IV)
 - xvi. Acceptance of technically qualified lowest bidder's rate of item No.2 of BOQ. (Annexure – V)
 - xvii. Only Bill of Quantities duly filled with the competitive rates and nothing else in a separate sealed cover- 'B'
15. Within Ten (10) days from the date of issue of work order for award of the Contract, the contractor shall, at his own expenses, entered into and execute a contract agreement prepared by him in the form of Annexure format enclosed.
16. 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 DCIL is made before the expiry of the initial validity period of 90 (Ninety) days stated above. The date of receipt of the request from DCIL 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 DCIL.
17. In case DCIL asks for extension for validity of bid, the earnest money deposit shall also be suitably extended.
18. The tenderer shall be deemed to have included in his tender all his cost for supplying the said dredger, equipment, material, labour including supervision, mobilization, demobilization watching, payment of fees, taxes and duties to the appropriate authorities as required for the said contract.
19. The contractor shall be solely responsible for all adequacy, and safety of all site operations and methods.

SIGNATURE OF THE TENDERER WITH SEAL

20. The contractor shall provide necessary and adequate supervision during execution of works and first aid facilities to be maintained at site.
21. The contractor at his cost protect support and take all necessary precautions in regard to the personnel or structure or services or properties belongs to DCIL or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the DCIL against claim for injury, loss or damage caused by the contractor in connection with execution and maintenance of the work to the aforesaid properties, structures and services and / or to any person responsible including the contractor's workmen. Cost of insurance cover shall not be reimbursed by the DCIL.
22. The contractor shall be deemed to have indemnified the DCIL against all claims, demands, actions and proceedings and all costs arises there from on account of:
 - i) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation if any for getting all material and equipment required for the work.
23. The Contractor's quoted rates shall be deemed to have been inclusive of the following:
 - i) The contractor should make his own arrangement at his cost for a suitable berth/place for repairs, maintenance and break down and any other purpose when the equipment is not engaged by DCIL.
 - ii) The contractor has to follow all safety regulation during the contract period.
24. The work is to be carried out without causing any hindrance to the marine traffic and shipping movements of NMPT.
25. If the contractor violates the secrecy requirement, the DCIL has an option to cancel the contract.
26. The contractor shall provide evidence to DCIL, prior to the start of the work at site that the insurance for men and dredger/equipment under the contract have been effected.
27. The contractor should provide regarding information against any current litigation in which the tenderer is involved.
28. The tenderer will have to give a certificate that he is not related to any officer of the Dredging Corporation of India Ltd., or any officer of the rank of Under Secretary or above in the Ministry of Shipping, Govt. of India. The tenderer should give declaration along with his tender about the names of the relatives, who are employed in Dredging Corporation of India. Annexure - I
29. No Engineer of Gazetted Rank or other Gazetted Officer/ employee in Engineering or Administration duties in an Engineering Dept. of the Govt. of India, is allowed to work as contractor for a period of 2 years of his retirement from Government service, without the previous permission of the Govt. of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the Govt. of India as aforesaid before submission of the tender or engagements in the contractor's service as the case may be.

SIGNATURE OF THE TENDERER WITH SEAL

30. The tenderer shall have to give a certificate that the contractor had not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence the bid process and have not committed any offence under the PC Act in connection the bid. The contractor shall have to give a certificate that the contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.
31. The tenderer shall quote his rates in his offer at the enclosed BOQ.
32. Within Ten (10) days after receipt of notification of award of the Contract, the Bidder a sum equal to 10% of the of the contract towards Performance Security to the DCIL through NEFT/RTGS OR by way of irrevocable, unconditional Bank Guarantee from Scheduled/Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Proforma at Annexure-V enclosed. Bank Guarantee shall be valid till completion of work including extended period, if any. Upon submission of Performance Security Deposit, the EMD amount will be refunded.
33. In addition to the above, 5% of amount shall be deducted from every running account bill towards Security deposit for the due fulfillment of his contract.
34. In case the contract is further extended, sum equal to 10% of the contract value for the extended period of contract shall be deposited within 10 days towards Performance Security after receiving a letter of extension of contract from DCIL.
35. The performance security & security deposit will not carry any interest. The same will be returned after completion of work duly certified by Project in charge, Mangalore. If Bank Guarantee is submitted against Performance Security, it should be valid for 60 days beyond the completion of work including extended period if any.
36. If any Tenderer backs out after opening of the Tender or after issue of work order or modify his Tender after opening, the EMD of such Tenderer will be forfeited in favour of the Corporation.
37. Bids, which are inconsistent with the nature of work in the opinion of DCIL, will be rejected. The tender containing uncalled remarks or any additional conditions are liable for summary rejection.
38. At the option of contractor, the Earnest money deposit can be adjusted towards Performance Security and balance amount of 10% of contract value has to be furnished by way of NEFT/ BG. Earnest money and security deposit shall not bear any interest. The E.M.D converted as part of S.D., Performance Security Deposit and Security deposit deducted from monthly running account bills shall only be refunded on successful completion of work.
39. The tenderer shall furnish the particulars of the proposed Grab or Clamshell dredger for hire in the data sheet enclosed with these tender documents without fail.

SIGNATURE OF THE TENDERER WITH SEAL

40. If required by the Corporation for inspection, the tenderer shall arrange for inspection and trial run of the Grab or Clamshell dredger along with relevant documents by the committee or the nominated representative(s) of DCI Ltd., at his cost as and when asked by DCIL and all other related expenses of making Grab or Clamshell dredger ready for inspection are to be borne by the contractor. The tenderers having only such technically qualified / approved Grab dredger shall be considered for opening the price bid. The decisions of the Head of Department (Ops), DCIL, Visakhapatnam about the suitability of the Grab or Clamshell dredger will be final. The Corporation has the right to reject the Grab dredger supplied by the Contractor, if the same is not meeting the requirement of New Mangalore Port, Mangalore.
41. During inspection, Grab or Clamshell dredger 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 Grab dredger etc. complying all rules pertaining to labour and PF authorities.
42. 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.
43. 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.
44. Bidders may offer one number suitable Grab or Clamshell dredger either self propelled or dump vessel for the subject work.
45. Tender notice, work order and other correspondence and agreement will form part of contract.
46. The contract shall be governed by the Indian Contract Act and all payments due to the contractor under the contract shall be made in Indian Rupees only.
47. The Contractor shall not sublet or transfer any portion of the contract.
48. The contractor shall report to DCIL / Client / Port authorities the details of any accidents / collisions as soon as possible after its occurrence. DCIL have vicarious liabilities or any other liabilities in such cases. In case of any fatalities or serious accidents / collisions, the contractor shall in addition, notify the local police authorities immediately by the available means.

SIGNATURE OF THE TENDERER WITH SEAL

49. The contractor shall make his own arrangements for stacking his materials and other equipment, material connected with the dredging, in suitable location. The contractor shall obtain necessary permissions from NMPT authorities as required.
50. The contractor shall obtain all clearances and DCIL shall not be responsible where clearance is required by the Customs/ Port for bringing the Dredger and other plants and equipment and other material required. However, all necessary assistance to obtain such clearance will be rendered without any financial commitments.
51. All fossils, articles of value or antiquity and structures and other remains or things of Geological or Archaeological interest discovered during the work shall be deemed to be the absolute property of DCIL's client and the contractor shall take responsible precautions to prevent their workmen or any other persons from removing or damaging any such articles or things and shall immediately upon discovery thereof and before removal intimate DCIL/Client of such recovery.
52. On completion of the work the contractor shall clear away the dredger from Port, and its equipment, other plants, materials etc., and temporary works of every kind. The contractor shall raise and remove any plant (floating or otherwise) belonging to his or any person employed by them. In case of sinking of any vessel/craft or plant the contractor shall also set on such buoys and display at night for the safe navigation as may be required by DCIL and clients. In the event of the contractor not carrying out the obligation imposed upon him by this clause, DCIL shall raise and remove the same and the contractor shall pay to DCIL all costs incurred in connection there with. The fact that the sunken vessel /craft or plant is insured or has been declared a total loss, shall not absolve the contractor from his obligation under this clause to raise or remove the same.
53. Pilotage services for Navigation and any other services provided by port or other agencies to the Grab dredger in the harbour area during the period of the contract will be on chargeable basis same may be paid by the contractor promptly without fail.
54. Daily dredging reports shall be maintained on board dredger duly signed by the Master of the dredger and the representative of DCIL and the Contractor shall submit to DCIL in duplicate on the following day before noon.
55. The hired Grab or Clamshell dredger has to render average output of 500 cum per day of 24 hrs operation.
56. Patches/pinnacles are found while carrying out joint survey same is required to be removed by hired Grab or Clamshell dredger.
57. The nature of dredging materials consisting of silt, sand, clayey silt, sandy silt, hardened sand and spilled cargo.
58. Underwater obstructions such as tyres /fenders, concrete members, wires, chains, boulders, anchors, debris etc., which are to be disposed on the jetty same will be removed by DCIL/NMPT.
59. The contractor shall be responsible for any damage to Crafts/Plants/Equipment of DCIL or Clients and for any injury/accident to any of the personnel of DCIL or its

SIGNATURE OF THE TENDERER WITH SEAL

clients deployed directly for the work. The contractor shall keep DCIL and its clients indemnified against all such damages and injuries/accidents and also the claims thereof.

60. The contractor is free to work throughout the day and night and even on Sundays and holidays.
61. No claim shall be made by the contractor or entertained by DCIL or its Clients for failures to provide and maintain channel transit buoys and navigational lights etc. The dredger / Tug shall also be equipped with VHF for communication while plying/working in NMPT waters. Additionally, the Tug shall also be equipped with GPS for position fixing system.
62. The contractor shall provide and maintain a suitable office at the Port where dredging is being undertaken to which DCIL may send communications and instructions. A suitable officer shall be posted for liaisoning with DCIL and its clients to receive on behalf of the contractor any directions, instructions or other notices from DCIL and its client. DCIL shall be at liberty to object and require the contractor to remove forthwith from the works any person including Dredger Commander.
Chief Engineer or Dredge Master or any floating or shore personnel provided by the Contractor who, in the opinion of DCIL misconducts himself, or is incompetent or negligent in the performance of his duties or whose presence on board dredger or at site is otherwise considered by DCIL to be undesirable. Any person so removed shall be replaced with suitable person as soon as possible.
63. The DCIL and our client shall not be liable for any damages or compensation payable by the law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor.
64. The contractor shall comprehensively insure against such liability and shall continue such insurance during the whole time of the contract in respect of any persons employed by him on the works.
65. The contractor shall conform in all respects with the provisions of any such statutes, ordinance or law as aforesaid and the Regulations or Bye Laws of any local or other duly constituted authority which may be applicable to the work or to any temporary work and with such rules and regulations of public bodies and companies as aforesaid and shall keep the DCIL indemnified against all penalties and liability of every kind of breaching of any such Statute, Ordinance or Law, Regulation or Bye Laws. Any penalties etc. shall be borne/ paid by the contractor alone. The contractor shall comply with the Contract Labour Act, Provident Fund Act and Income Tax Act in vogue.
66. The contractor shall comply with all statutory requirements in respect of the health and sanitation of his employee.
67. The contractor shall obtain all clearances and DCIL shall not be responsible where clearance is required by the Customs/ Port for bringing the Dredger and other plants and equipment and other material required. However, all necessary assistance to obtain such clearance will be rendered without any financial commitments.

SIGNATURE OF THE TENDERER WITH SEAL

68. The contract involves an obligation of secrecy and the contractor, his agents, servants etc., shall observe and comply with the requirements of the Indian Official Secrets Act 1923, and the rules there under or any statutory modifications or reenactments thereof. Any breach of this clause shall constitute a breach of the contract. The contractor shall not disclose to anybody except DCIL / its client the details of drawings and sounding charts prepared by him. No photographs of the Port area shall be taken or permitted by the contractor to be taken by any of his employees.
69. From the commencement to the completion of the work, the contractor shall take full responsibility for the care of the dredger, its staff and his other employees associated with the work thereof. In case any damage, loss or injury shall happen to the works or any part thereof or to any temporary work due to any cause whatsoever the contractor shall at his own cost repair and make good the same so that the work shall be completed in good order and in conformity with the requirement of the contract.
70. The rates tendered by contractor shall remain firm throughout the contract period and extended period of contract if any.
71. On post check of any bill, if it is found sum be recoverable from the contractor the same shall be recovered from any sum due to the contractor against any bill of the contractor or from his security deposit and or from any other contract with corporation and/or demand.
72. Income tax from each work done bill will be deducted as per IT Act.
73. Force Majeure: The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 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 DCIL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Contractor shall promptly notify the DCIL 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.
74. Settlement of Disputes/ Arbitration Clause:
 - 1) The decision of the Managing Director (MD) 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

SIGNATURE OF THE TENDERER WITH SEAL

arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Managing Director (MD).

- 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 Managing Director (MD), 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.
 - 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.
75. Liquidated Damage: In case of any delay in mobilizing the dredger/equipment within specified time in working condition as per Clause No.1 of SCC, liquidated damages @ 1% per week or part thereof, up to a maximum of 10% of the contract value shall be levied on contractor by DCIL. Once, Liquidated Damage reaches maximum of 10% of contract value, then the contract shall be discharged.
76. Penalty: Non-achievement of quantity as per Clause No.24 of SCC, penalty will be imposed as per formula: $(X/Y) \times \text{Rate for 24 hrs (as per Sl.No.1 of BOQ)}$; Where
X: Actual quantity dredged as per survey of NMPT.
Y: Contract quantity of 500 Cum (in-situ) per day of 24 hrs (working hours).
77. 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 as per the Form 10. This Integrity Pact will form part of the Tender Document.

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SIGNATURE OF THE TENDERER WITH SEAL

SPECIAL CONDITIONS

1. Engagement of one number Grab or Clamshell dredger having suitable capacity on hire basis will be required approximately for 60 (Sixty) days initially and extendable or curtailed as per requirement of DCIL/NMPT. The work should be commenced by the contractor within 15 days from the date of placement of work order or as per instructions of Project-in-charge.
2. The Grab or Clamshell dredger shall always be available at site with operators, helpers and Tugs in case of dump dredger round the clock to attend the maintenance dredging work alongside/in front of berths and other areas as and when informed by the site representative and if, in case of break down substitute dredger/equipment shall be provided immediately after informing in writing or verbal instruction by the site in-charge / Project-in-charge failing which no daily hire charges shall be paid after 24 hrs. In addition to that if the Grab or Clamshell dredger services are not available due to non availability of diesel or operator or Tugs or minor repairs etc, no payment shall be paid during that period.
3. In case of break-down of the Grab or Clamshell dredger, alternative equipment has to be provided by the supplier at no extra cost for mobilization and de-mobilization without changing of tender specifications. If contractor fails to do so, alternative arrangement will be made by DCIL at the risk and cost of the contractor, and the expenses incurred thereof will be deducted from the bills/ amount available at DCIL.
4. The period of contract is valid for 60 (Sixty) days initially thereafter extendable or curtailed as per requirement of DCIL/NMPT. The period of engagement can be curtailed by giving 3(three) days notice at any time during the currency of the contract in which case the contractor will not have any extra claim. The contract can also be extended as per the requirement at the discretion of the Corporation.
5. The rate quoted shall be inclusive of all running expenses such as wages/OT/beta/HSD, lubricants, spares, maintenance, repairs, stores, mobilization de-mobilization etc., excluding GST. DCIL shall not entertain any additional claims such as mobilization demobilization whatsoever may be other than the rate quoted/agreed by DCIL and shall be valid throughout the contract period including extended period of contract if any.
6. Rate quoted shall be inclusive of all taxes excluding GST, etc. whatsoever it may be, no additional claim shall be entertained by DCIL. GST certificate has to be submitted as evidence to this office against payment made to Government, failing which GST component will be deducted from the bill amount and same shall be reimbursed on submission of proof of payment made to the GST authorities.
7. The payment will be arranged by the project office, NMPT on submission of bill in duplicate based on work done for the month along with work done certificate duly certified by site-in-charge / authorized representative.
8. During the period of execution of work if any loss/damage such as berth, fender, etc. and caused to the property of DCIL/New Mangalore Port Trust or any other

SIGNATURE OF THE TENDERER WITH SEAL

companies should be rectified by the tenderer and made good at his own cost and will be at risk and cost of the contractor.

9. Gate passes for the equipment, men and materials, diesel oil and Lubricants etc shall be arranged by the contractor and DCIL will not be responsible for any delay or reason thereof.
10. The contractor should submit copy of the P.F. registration number if the same is not submitted along with the tender the bidder should obtain the same and produced to DCIL, otherwise 25.16% of labour element will be recovered as per rules and remitted to DCIL, ECPF Fund.
11. In the event of any breach of contract on the part of the contract, the Corporation reserves the right to forfeit the entire performance security deposit including converted EMD amount. DCIL also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer. Further, the firm /contractor will be blacklisted and prevented from participating in the future tenders of the Corporation for a specified period. The period of blacklisting and manner of black listing shall be decided by the competent authority.
12. All rules and regulations governing the Dredging Corporation of India Limited will be applicable throughout the contract.
13. Grab or Clamshell dredger shall be engaged on day basis of 24 hours and payment will be regulated accordingly. Idle time charges of Grab or Clamshell dredger are payable as per sl.no.2 of BOQ. The hire charges will not be payable if Grab or Clamshell dredger is break down or services are not available due to non availability of diesel, operator/ repair etc.
14. All disputes arising out of or under this contract will be subject to the jurisdiction of court at VISAKHAPATNAM only.
15. Counter conditions if any stipulated by party, his tender will be summarily rejected.
16. Firms black listed by any Government Organizations/Agencies and valid currently is debarred from participate the tendering process.
17. Payment in respect of work done shall be made within about one month from the date of receipt of bill; subject to the production of work done certificate duly certified by the site-in-charge / authorized representative in all respects.
18. The Contractor should quote the rates both in figures as well as in words. In case of any discrepancy arises, the amount is written in words will be considered as final.
19. Dredging Corporation of India Limited reserves the right to accept/reject or cancel this tender at any stage without assigning any reason whatsoever.
20. The Bill for Services rendered will be scrutinized by Project Manager, NMPT and forward the same to DCIL Head office for releasing the payment through NEFT/RTGS

SIGNATURE OF THE TENDERER WITH SEAL

as per practice in vogue. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate shall be certified by DCIL Representative or the person nominated by Project Manager, Goa. The payment will be made only for services provided as per quoted Rates. Payment will be released within 30 (Thirty) days of submission of an invoice/claim by the supplier complete in all respects.

21. Daily dredging report is to be maintained by the Tenderer at site with the supervisor/ Operator of the dredger/equipment. The working hours and idle hours of the dredger/equipment is to be recorded and jointly signed by the Contractor and Site In-charge of DCIL on daily basis and the daily dredging report in original is to be submitted along with monthly invoice, which shall form basis for making payment.
22. The Tenderer is responsible for taking precautionary measures and safety for all the men working under him throughout the contract period. The corporation shall not be liable for any damage or compensation or whatsoever payable by law consequent of any accident or injury to any workman or other persons employed by the tenderer and the tenderer shall indemnify and keep DCIL indemnifying against all such damages or compensation and against all claims, damages, proceedings, cost, charges and expenses or whatsoever in respect thereof or relating thereto responsibility arising due to any compensation etc lies entirely on the part of the Tenderer.
23. The Tenderer should pay the minimum wages, bonus, medical expenses, over time, holiday wages, if any, to the labourers engaged for this work and comply with the provisions of Minimum Wages Act. The rates quoted are deemed to have included all the above provisions and no extra claim or whatsoever will be admitted. The Tenderer shall ensure that regular and timely remittances are made by them during the contract period towards PF contribution to the appropriate authorities pertaining to all his workmen and produce the receipt obtained from PF authority to this effect to confirm the remittance.
24. Quantity shown in the tender in Sl.No. (2) Under scope of work is tentative; however actual dredged quantity is calculated from pre, progressive & post-dredge surveys of NMPT. If quantity of 500 Cum (in-situ) per day of 24 hrs (as per item No.1) is not achieved, payment will be made on pro rata basis.
25. In the event of early completion / closure of the project work, the contract can be terminated by giving 3 days notice to the Contractor.

*** * ***

SIGNATURE OF THE TENDERER WITH SEAL

PARTICULARS OF GRAB OR CLAMSHELL DREDGER PROPOSED FOR HIRE TO BE
FURNISHED BY THE TENDERER

1. Name of the Tenderer :
2. Name of the self propelled/dump dredger :
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) Bucket capacity (Cum) :
7. Make and Model of the Engine :
8. Horse Power of the Engine :
9. Particulars of Registry of dredger :
10. Average speed in Knots if self propelled :
11. Communication system held in onboard :
12. LSA (Life Saving Appliances) :
13. FFA (Fire Fighting Appliances) :
14. Place where the Grab or Clamshell dredger
Is presently available :

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

SIGNATURE OF THE TENDERER WITH SEAL

1. Bid Form

Date: _____

To:
The Dredging Corporation of India
Dredge House, Port Area,
Visakhapatnam-530001.

Gentlemen:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of services]* in conformity with the said bidding documents 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 security deposit 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 _____

SIGNATURE OF THE TENDERER WITH SEAL

PRICE BIDVOLUME-IBILL OF QUANTITIES

Name of the Work: "Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore."

Sl. No	Description of the work	Unit	Qty	Rate / Unit		Total amount in Rs: Qty x Rate (Rs.).
				(in figures) Rs.	(in words)	
1	Rate for providing one number suitable Grab or Clamshell dredger having suitable bucket capacity to dredge 500 Cum (in-situ) per day of 24 hrs operation for carrying out maintenance dredging alongside/ in front of berths and other areas in order to achieve (-) 8.0 mtrs to (-) 15.10 mtrs with reference to CD without damaging the existing structures, fenders etc. and side casting the dredged materials at deeper water areas away from berth face including Mobilization & Demobilization, Tugs, routine boat, fuel escalation and hire charges of all plant & equipment, man power, materials and consumables, fuel, lube oil, Port / Customs formalities, Port entry passes etc inclusive of all taxes, levies, tools, tackles etc., except GST. (Operation hours includes shifting, positioning and operations of dredger etc.)	Per day of 24 Hrs or Pro-rata thereof	60 days			
2	<u>Rate for Idle time:</u> Idle time is counted from the time of instruction issued by DCIL to shift the dredger from dredging ground to anchorage or safe location till further instructions of DCIL to resume the dredging operations.	Per hour or pro rata thereof	LS			NA

Note:

1. Idle time is counted from the time of instruction issued by DCIL to shift the Grab dredger from the dredging ground to anchorage or safe location till further instructions of DCIL to resume the dredging operations. The idle period/time is reckoned from the time/date of heave anchor at dredging ground till heave of anchor at the anchorage / safe location.
2. The hire / idle time charges will not be payable if Grab or Clamshell dredger is break down or maintenance or service are not available due to non availability of diesel, operator/ repair etc.
3. Lowest Bidder (L-1) shall be decided by considering the rate offered in BOQ-1.

SIGNATURE OF THE TENDERER WITH SEAL

FORM OF CONTRACT AGREEMENT

This agreement made this -----days of -----
BETWEEN the -----a body corporate under -----
-----having its Registered Office at -----
----- (herein after called “the Employer,” ”which
expression shall unless excluded by or repugnant to the contract, 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 next, be deemed to include
his/ their heirs, executors, administrators, representatives and assigns or necessary
in Office) of the Other Part.

WHERE AS THE “ Employer” is desirous of -----

-----and the Contractor has
offered to -----

-----AND WHEREAS the CONTRACTOR has
deposited a sum of Rs. -----as Performance Security in the
form of -----for the due fulfillment of all the
Conditions of the Contract:

NOW THIS AGREEMENT WITNESS as follows:

1. That in this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
- 2 That the following documents shall be deemed to form and be read construed as part of this agreement viz.,
 - The Contract Agreement.
 - The Tender submitted by the Contractor
 - General terms and conditions of contract
 - Special conditions
 - Bill of quantities

SIGNATURE OF THE TENDERER WITH SEAL

- Correspondence exchanged before the issue of work of order
- Work order No. _____ dated _____ 2019.

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 rate agreed and in the manner prescribed by the contract

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

SIGNED AND SEALED BY

CONTRACTOR

Signature

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

In the Presence of:

Witness:

a) Signature

b) Signature.

Name & Address.

Name & Address.

SIGNATURE OF THE TENDERER WITH SEAL

Annexure-I

PROFORMA

Date:

To
Head of Department (Ops),
Dredging Corporation of India Limited,
Dredge House, Port Area,
VISAKHAPATNAM - 530 001,

Sir,

Sub: "Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore." – Reg.

A. With reference to your Tender No. DCI/OPS/NMPT/Grab Dredger/2019-20 dated 14-11-2019 and as per Cl. No.14 (ix) under 'General Terms & Conditions', 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 Under Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'or'

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

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

Thanking you,

Yours faithfully,

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

SIGNATURE OF THE TENDERER WITH SEAL

PROFORMA

Date:

To
Head of Department (Ops),
Dredging Corporation of India Limited,
Dredge House, Port Area,
VISAKHAPATNAM – 530 001,

Sir,

Sub: “Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore.” – Reg.

- A. With reference to your Tender No. DCI/OPS/NMPT/Grab Dredger/2019-20 dated 14-11-2019 and as per Cl. No.14 (xi) under ‘General Terms & Conditions’, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid and,
- B. As per Cl. No.14 (xii) under ‘General Terms & Conditions’, 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 THE TENDERER WITH SEAL

PROFORMA / Vendor Form

Date:

Vender Details

Name of the Vendor :

Address :

Place of Registration :

Principal place of busine :

Email ID :

Contact No. :

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

PAN No. :

GSTIN :

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

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

Bank Name, Branch & C :

Bank Account Number :

IFSC :

SIGNATURE OF THE TENDERER WITH SEAL

PROFORMA

Date:

To
Head of Department (Ops),
Dredging Corporation of India Limited,
Dredge House, Port Area,
VISAKHAPATNAM – 530 001,

Sir,

Sub: “Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore.” – Reg.

A. With reference to your Tender No. DCI/OPS/NMPT/Grab Dredger/2019-20 dated 14-11-2019 and as per Cl. No.14 (xiv) under ‘General Terms & Conditions’, we hereby certify that, we do not have any current litigation with any party/ firms.

‘or’

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

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

Thanking you,

Yours faithfully,

**Strike out ‘A’ or ‘B’, whichever is not applicable.*

SIGNATURE OF THE TENDERER WITH SEAL

PROFORMA

Date:

To
Head of Department (Ops),
Dredging Corporation of India Limited,
Dredge House, Port Area,
VISAKHAPATNAM – 530 001,

Sir,

Sub: “Hiring of one number suitable Grab or clamshell dredger for carrying out maintenance dredging alongside/in front of berths and other areas for New Mangalore Port Trust, Mangalore.” – Reg.

- A. With reference to your Tender No. DCI/OPS/NMPT/Grab Dredger/2019-20 dated 14-11-2019, I hereby understood that DCI will be giving work order on lowest (L-1) bidder who has quoted lowest rate for item No.1 of BOQ and,
- B. I hereby give undertaking that I am ready to execute item No.2 at the lowest rate quoted by other competitive bidders who are technically qualified and whose Price Bids are opened along with my Price Bid.

Thanking you,

Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

Annexure-VI

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.
Date

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

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

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

(Hereinafter called “the Bank” is bound unto the Corporation for the sum of Rs 1,69,920/- (Rupees one lakh sixty nine thousand nine hundred twenty only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
 - (a) during the period of Tender validity specified in the Tender,
 - or,
 - (b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
 2. Fails or refuses to execute the Agreement, if required or
 3. Commence the work as per the Letter of Intent or Work Order No. _____
- Dtd. ____2019.

SIGNATURE OF THE TENDERER WITH SEAL

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. 1,41,600/- (Rupees one lakh forty one thousand six hundred only) and will remain in force up to 120 days from the date of opening of Second Cover / Finance Bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of2019

For

.....
(Indicate Name of the Bank)

INTEGRITY PACT

INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT

- 1.0 As per GCC Clause 77 of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
- 2.0 Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
- 2.1 The non-judicial stamp papers are to be purchased on the name of the Bidder or **EMPLOYER** and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:

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

[Insert the name of the package]
 _____ **Package and Specification Number** _____
[Insert Specification Number: package]

[Sample is given overleaf]

- 2.2 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 _____
[Insert the name of the package]

_____ **Package and Specification Number** _____
[Insert Specification Number of the package]

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

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

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

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

SIGNATURE OF THE TENDERER WITH SEAL

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. _____ the principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s)/ or Contractor(s).

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

Section I - Commitments of the Principal

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

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criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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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 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 inconformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.
- (3) The principal will disqualify from the tender process all bidders who does not sign this Pact or violate its provisions.

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

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

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Section 8: Independent External Monitor / Monitors.

- (1) The Principal appoints competent and credible Independent External Monitors (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 Managing Director, 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 Managing Director, 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.

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Section 9: Pact Duration

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 other Bidders 08 months after the contract has been awarded.

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

Section 10: Other provisions.

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

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

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

Place: _____

Witness 1 : _____
(Name & Address) _____

Date: _____

Witness 2 : _____
(Name & Address) _____

