

Bid clarification

Name of the work : Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN -Reg.

Ref: NIT No DCI/OPS/GMP1VOCP/SPHB/2018 Dated: 30.07.2018.

Sl.No.	Clarification sought / query	DCI clarifications
01	EMD of Rs.80,400/- we would request you to allow or keep the option open for RTGS instead of Bank Guarantee and e-challan.	EMD of Rs.80,400/- can be submitted through RTGS as per the Section-I of Sl No. 03
02	You have mentioned that you intend to engage 2 Nos of self-propelled or Dump barge in section V under the scope of work in your uploaded tender document. However the subject of your tender shows the requirement of one no. self-propelled; kindly clear whether you require one or two number of self-propelled for the referred work.	The Requirement is One No Self-Propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM as per the Section-I of Sl No. 01
03	Please mention the dredge material type.	Spilled cargo material /boulders/concrete blocks near to jetty and removal of disturbed sea bed in VOC Port Trust.
04	Actual Draft of dredging / Dumping.	At dredging area more than 10 M and Dumping area about 8 to 10 Mtrs. the maximum loaded Draft of the barge should be 4m (please refer scope of work Sl.No.1.7 under Section-V of SCC.
05	Specification / dimension of dredger.	Dimensions of the dredger is as under: length = 58m, Breadth = 16m and Depth = 3.50m.
06	Total quantity of dredged material	The requirement of barge is minimum 20 days.
07	Running hours of barge (How many trips are required a day)	An average 3 to 4 trips on a day.

General Manager (OPS)



DREDGING CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA UNDERTAKING)
HEAD OFFICE, VISAKHAPATNAM.

DCI/GMPI/VOCP/SPHB/2018

DATE: 30.07.2018

TENDER
FOR

“Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN”.

TENDER ISSUED TO:

M/s.

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GENERAL MANAGER (OPS)
DREDGING CORPORATION OF INDIA LTD.,
VISAKHAPATNAM.

SIGNATURE OF TENDERER WITH SEAL

DREDGING CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
“DREDGE HOUSE”, PORT AREA
VISAKHAPATNAM

DCI/OPS/GMPI/VOCP/SPHB/2018

DATE: 30.07.2018

TENDER FOR

“Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN”

DUE DATES:

- | | | | |
|----|--|---|----------------------------|
| 1. | Issue of Tenders through websites | : | 30.07.2018 to 13.08.2018 |
| 2. | Last date of receipt of Tenders | : | 14.08.2018 up to 1500 Hrs. |
| 3. | Opening of Techno commercial Bids (Cover -A) | : | 14.08.2018 at 1530 Hrs |

General Manager (Ops)
Dredging Corporation of India Ltd.,
Dredge House, Port Area
VISAKHAPATNAM- 530 001
ANDHRA PRADESH (INDIA)
Telephone No.0891-2871299, 252984
Fax: 0891-2550851, 2560581, 256592
E-mail IDs: gmp1@dcil.co.in, divakar@dcil.co.in,

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DREDGING CORPORATION OF INDIA LIMITED

(A Government of India Undertaking)

“DREDGE HOUSE”, PORT AREA, VISAKHAPATNAM – 530 001.

PHONE: 0891-2871299/209 FAX: 0891-2550851/ 2565920

NIT No.: DCI/OPS/GMPI/VOCP/SPHB/2018

Dated: 30.07.2018

NOTICE INVITING TENDER

Sealed tenders are invited for **“Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN.**

Tender documents can be downloaded from 30.07.2018 to 13.08.2018 upto 17:00 Hrs.

Last date for submission of Tenders is 14.08.2018 up to 15:00 Hrs.

Opening of tenders is 14.08.2018 at 1530 Hrs.

Detailed NIT and complete tender document can be downloaded from websites www.dredge-india.com, and <http://eprocure.gov.in>.

General Manager (OPS)

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DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM

DCI/OPS/GMPI/VOCP/SPHB/2018

DATE: 30.07.2018

SECTION-I
INVITATION FOR BIDS (IFB)
(NOTICE INVITING TENDER)

Sealed Tenders are invited in two covers system (i.e.) Cover-A “Techno-Commercial Bid” and Cover-B “Price Bid” by DREDGING CORPORATION OF INDIA LIMITED, VISAKHAPATNAM from experienced contractors for the work “Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN”

1. Name of Work : “Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN”
2. Period of Contract : **One month** from the date of positioning the self propelled barge in working condition at V.O.CPT Tuticorin and extendable on ‘month to month’ basis as per the requirement of VOC Port Trust Tuticorin.
3. Earnest Money Deposit : Rs.80,400/-by way of e-challan / Bank Guarantee.
Bank details for E-payment as follows:
Bank Name : Syndicate Bank
DCI Current account No. 35833070000014
Branch Name: DCILTD PORT AREA BRANCH,
Visakhapatnam – 530 001.
IFSC/ RTGS No. SYNB0003583
Swift Code No. SYNBINBB032.(e- receipt to be enclosed)
4. Date of down load of Tender document from DCI website : From 30.07.2018 to 13.08.2018
5. Last date of receipt of Tenders : 14.08.2018 upto 1500 Hrs in the Office of General Manager (OPS), DCIL, Operations Department, IV floor, Dredge House, Port Area, Visakhapatnam-530 001.
6. Opening of Techno-Commercial Bids : 14.08.2018 at 1530 Hrs at Tender Room, Dredge House, Port Area, Visakhapatnam - 530 001
7. Cost of Tender Documents : Rs.1,180/- including GST (Rupees one thousand one hundred eighty only)(Non-refundable) by e-challan (e- receipt to be enclosed)

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Pre-Qualification Criteria:

Experience of having successfully completed similar works of hiring split open / bottom door hopper barge (self propelled) during the **last seven years**, ending last day of month previous to the one in which tenders are invited should be any of the following:

Three similar completed works each costing not less than the amount of **Rs.32.17** Lakhs OR

Two similar completed works each costing not less than the amount of **Rs.40.21** Lakhs OR

One similar completed work costing not less than the amount of **Rs.64.33** Lakhs.

Average Annual financial turn over during the last 3 years ending 31st March 2018 should be at least **Rs.24.12** Lakhs

Interested eligible Tenderers may obtain the Tender documents from websites www.dredge-india.com, and <http://e-procure.gov.in> or from the office of:

GENERAL MANAGER (Ops)

Dredging Corporation of India Ltd.,
Dredge House, Port Area
VISAKHAPATNAM- 530 001
ANDHRA PRADESH (INDIA)
Telephone No.0891-2871299, 2529840
Fax: 0891-2550851, 2560581, 2565920
E-mail ID: gmp1@dcil.co.in, divakar@dcil.co.in

Alternatively, tenderers may contact at the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc:

DY. GENERAL MANAGER (O/P)

DREDGING CORPORATION OF INDIA LTD.
“DREDGE HOUSE”, PORT AREA,
VISAKHAPATNAM-530 001, ANDHRA PRADESH (INDIA)
TELEPHONE NO. 0891- 2871397 FAX: 0891 - 2558051.
E – MAIL ID: nksiem@dcil.co.in

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The Detailed Complete Tender Document is hosted in our websites www.dredge-india.com, and <http://e-procure.gov.in>. Interested and experienced parties may visit the above web-sites and download the proposed blank tender documents. In case the proposed blank tender document is downloaded, by paying e-chalan on DCI account as mentioned above for Rs.1,180/- including GST towards the cost of tender document is to be enclosed to the Techno commercial bid in Cover-A. Alternatively, tender document may also be collected personally by submitting pay slip of e-chalan on DCI account as mentioned amount of Rs.1,180/-including GST. The downloading of document shall be carried out strictly as provided on the website. No editing, addition, deletion of any matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Dredging Corporation of India Ltd. reserves the right to:

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

GENERAL MANAGER (OPS)

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SECTION-II

TECHNO-COMMERCIAL SPECIFICATIONS (TCS)

1. The self propelled barge should be capable to ply in port waters and in all weather conditions of all the seasons in a year. If required by the Corporation for inspection, the tenderer shall arrange for inspection and trial run of the barge 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 ready for inspection are to be borne by the contractor. The tenderers having only such technically qualified / approved barge 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 supplied by the Contractor, if the same is not meeting for requirement of VOC Port.
2. The self propelled Barge to be supplied, should be in good working condition and capable of carrying loads to its maximum capacity.
3. During inspection barge 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, Port water plying permission etc. complying all rules pertaining to labour, and PF authorities.
4. The self propelled barges should be capable to ply in VOC Port, Tuticorin waters in all weather conditions of all the seasons in a year. The best suitable self propelled barge for the above purpose shall be selected and deployed as per the Scope of the work.
5. Rates offered in the Bill of quantities shall be inclusive of all manning the self propelled barge, port dues for plying in Port waters, Passes for Crew, fuel, fuel escalation, Repairs, including Lube oils, all consumable items and Food expenses to Barge Staff/Crew and other contingencies.
6. There is no Pre-bid meeting for the subject tender, however, contractors having queries, are free to submit the same in writing 5 days before the due date of submission of the tender. DCI will address the queries before the date of submission of the tender and shall be posted on DCI web site only. Contractors are requested to visit DCI web site regularly till the last date of submission of tender for any addendum or information posted on web site accordingly.
7. Any effort by a Bidder to influence the DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
8. In the absence of pre-qualification, the DCI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Techno-Commercial Bid.
9. **DCI will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid.** However, the DCI reserves the right to accept or reject any bid(s), 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.
10. Contract period is **one month** from the date of positioning the self propelled barge at VOC Port dredging area with the option of extending on 'month to month' basis as per requirement of VOC Port and rates quoted should be valid and operative for the extendable period as per requirement. DCI may by written notice, intimate the Contractor to extend the contract further depending on requirement. For all extensions given by DCI, Contractor has to execute the work as per rates quoted in Schedule of Rates / Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves right regarding giving extension / curtailment, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.
11. In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving 2 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 7 days notice by the Project Office, Kochi/ Tuticorin if the services of the tenderer are found to

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- be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.
12. At the same time as the DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with DCI at his cost within 07 days after placing work order.
 13. The Corporation will not bear any expenditure towards fuel/other oils and repairs, wharf charges, bunkering charges, fuel escalations, port pass expenditure and other expenditure in any manner.
 14. Within Seven (07) days of the receipt of notification of award of work from the DCI, the successful Bidder shall furnish the 5% of the contract value towards Performance Security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security / EMD.
 15. If the performance of the self propelled Barge (s) is/are not satisfactory, the contractor will be notified in writing of the poor performance of the Barge and in case the contractor fails to improve the performance of the Barge or to supply suitable substitute self propelled Barge in good working condition to the satisfaction of DCI Ltd, Project Office, Tuticorin within reasonable time as notified in the notice, the Corporation reserves the right to cancel the contract immediately after expiry of notice period and Security Deposit will be forfeited.
 16. Running Account Bill will be paid once in a month after deducting 5% of billed amount towards the Security Deposit and other statutory recoveries. The Security Deposit /E M D/ Performance Security Deposit will not attract any interest, will be refunded within in the 60 days to the Contractor after the payment of the final bill and on successful completion of the contract.
 17. Except the agreed rate of hire, no other charges whatsoever will be paid by the Corporation.
 18. 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.
 19. In case of 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.
 20. Contractor will take full responsibility for the safety of his Barge/Crew/workmen during the entire period of contract/ hire. The Corporation will not be liable in respect of any damage or compensation payable by law, in respect or consequence to any accident or injury to any workmen or other persons in employment of the contractor or damage/damages to the vehicles etc., and the contractor will indemnify and keep DCI indemnified against all such damages and compensations and against all claims, damages, proceedings cost, charges and expenses, whatsoever in respect thereof or relating thereto.
 21. There should not be any frequent Crew change in Barge or the Sarang due to security reasons unless some breakdown occurs.
 22. The Barge Crew /Staff should be advised/ instructed to behave politely with the officers/staff while discharging their duties.
 23. The contractor should be able to cater/provide immediately any number of Barges, as required by the Corporation on any day on intimation. If the contractor fails to do so, alternative arrangements will be made and expenses incurred thereof will be deducted from the successful contractor, while settling their bills.
 24. All Signatures in the Document shall be dated and all correspondences must be made to the DCIL, Head Office, Visakhapatnam till deployment of the self propelled barge.

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SECTION III
INSTRUCTIONS TO BIDDERS (ITB)
About the bid

1. **Mode of tender**
- 1.1 Bids are invited from experienced contractors, in Supply, manning and running of **self-propelled or Dumb Barge with Tug, split open / bottom door hopper Barge of capacity 800CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN.**
2. **Eligibility to bid**
- 2.1 Bidders who receive this bid document and fulfil the ‘Pre-qualification criteria’ specified in Form-1 under Section -VII, are eligible to bid against this tender.
3. **Registration of firm**
- 3.1 Bidder should be a registered firm in Supply, manning and running of One No. self-propelled Hopper Barge of capacity 800CuM to 1200 CuM with bottom doors/split barge.
4. **Qualification Criteria:**
The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid
5. **Competence of personnel**
- 5.1 Bidder should engage qualified and experienced personnel for **“Supply, manning and running of self-propelled or Dumb Barge with Tug, split open / bottom door hopper Barge of capacity 800 CuM to 1200 CuM for deployment at V.O.CHIDAMBARANAR PORT TRUST, TUTICORIN.**
- 6.1 Bids shall remain valid for a period of 120 days from the last date for submission of bids prescribed by DCI.
7. **Earnest money deposit**
- 7.1. Bids should be submitted along with Earnest Money Deposit for an amount of Rs.80,400/- Pay through E-payment in favour of M/s. Dredging Corporation of India Ltd, Visakhapatnam.
- 7.2. The Earnest Money Deposit (EMD) shall form part of the ‘Technical bid’.
- 7.3. EMD shall remain valid for a period of 120 days beyond validity period of the bid.
- 7.4. Bids received without specified EMD will be summarily rejected. However, Public Sector Undertakings are exempted from submission of EMD.
- 7.5. EMD submitted by the successful bidder shall be refunded after the performance security specified in the contract is submitted by him. At the option of successful bidder EMD can be converted as part of performance Security
- 7.6. EMD submitted by unsuccessful bidders shall be returned within 30 days of award of the contract/ issue of Letter of Intent to the successful bidder.
- 7.7. EMD submitted by technically disqualified bidders, shall be returned within 30 days of disqualification by the tender accepting authority.
- 7.8. No interest shall be paid while refund/ return of EMD submitted by the bidders.
- 7.9. EMD of the successful bidder will be forfeited if he withdraws, amends, impairs or derogates from the bid in any respect within the period of validity of the tender or fails to furnish the required Performance Security after award of contract or fails to commence the work within 15 days from receipt of work order.

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8. Performance security

- 8.1. On award of contract, the successful bidder should submit performance security @5% of the value of contract in the form of Bank Guarantee (B.G.) from a scheduled bank in India within a week from date of issue of work order. At the option of successful bidder EMD can be converted as part 5% of the value of contract of performance Security and the balance amount will be recovered from running bills.
- 8.2. Security Deposit up to 5% may be deducted from the contractor's running bill account.
- 8.2. Performance security and Security Deposit will remain valid for a period of 60 days beyond the date of completion of all contractual obligations and Performance Security Deposit/SD will not carry any interest.
- 8.3. The performance security and Security Deposit shall be returned to the contractor after completion of contract on fulfilment of all contractual obligations like no dues certificate submitted by the contractor.

9. No Counter conditions.

- 9.1. Bidder shall not put any counter conditions.

10. Duration of contract

- 10.1. The duration of contract is one month from the date of commencement of work and extendable by 'month to month' basis as per the requirement of VOC Port or can be curtailed as per the requirement.

11. Commencement of the contract.

- 11.1. The date of issue of work order by DCI shall be reckoned as the date of commencement of the contract.

12. Preparation of bids (Two-cover bid system)

- 12.1. This is a two-cover bid system.
- 12.2. Bidder shall place their Technical bid and Price bid in two separate sealed covers, superscripting as 'Cover A-Techno-Commercial bid' and 'Cover B- Price bid' respectively. Name of the bidder shall be mentioned on both the covers.
- 12.3. Bidder shall keep above two covers in a main envelope, seal it and superscribe on it the name of the work and name and address of the bidder.

13. Techno-Commercial bid (Cover-A)

- 13.1. The 'Techno-Commercial bid should contain following documents:
- i) 'Form 1- Fulfilment of Techno-Commercial Qualification Criteria', provided under Section-VII, duly filled and signed by the bidder.
 - ii) All documents, including EMD, to be enclosed.
 - iii) Bid form duly filled and signed by the bidder.
 - iv) This tender document duly signed with stamp by the bidder in all pages.
 - v) A copy of IT - PAN card of their agency
 - vi) A copy of GST registration number of their agency
 - vii) A copy of PF registration number of their agency
 - viii) Certificate stating that "He 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 as per **Annexure-I**.
 - ix) Declaration enclosing the names of the relatives who are employed in DCI, if any.

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- x) Undertaking that the bidder has 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 Prevention of Corruption act as per **Annexure-II**.
- (xi) Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- (xii) Information regarding any current litigation in which the tenderer is involved as per **Annexure-III**.
- (xiii) 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.
- (xiv) 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 / Barge with Tug to the tenderer to offer and operate the self-propelled Barge / dumb Barge with Tug by the tenderer. This authorisation or lease shall be executed on a stamp paper duly notarised.

14. Price bid (Cover-B)

- 14.1 Price bid should contain only price schedule, duly filled in and signed by the bidder.

15. Deadline for Submission of bids

- 15.1. Bids must be submitted to DCI at the address specified under 'Invitation for bids' (IFB) not later than the time and date specified therein. In case, the specified date for submission of bids be declared a holiday for DCI, the bids will be received up to the appointed time on the next working day.
- 15.2. DCI may, at its discretion, extend the deadline for submission of bids by amending the bidding documents in accordance with ITB, 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.
- 15.3. Bids received after due date and time, will summarily be rejected and returned Unopened to the bidder after completion of evaluation and finalization of bids.

16. Modifications

- 16.1 Bids, once received, will not be allowed for modifications or withdrawal by bidder.

17. Opening and evaluation of technical bids

- 17.1. At the designated time, the outer cover of each bid received in time and the corresponding inner cover marked 'Cover A-Technical bid' will be opened by a tender committee of DCI in the presence of bidders/ their representatives who attends the opening of bids.
- 17.2. In case the specified date of opening of bids be declared a holiday for DCI, the bids shall be opened at the appointed time and location on the next working day.
- 17.3. The bidders/ their representatives who attend should sign in the tender opening register.
- 17.4. Bids received in time only shall be considered for opening.
- 17.5. Main cover and 'Cover A - Technical bids will be opened on due date of submission of bids and the 'Cover B-Price bid' will be kept unopened in an envelope, sealed, signed by the tender committee members in the presence of bidders/ authorized representatives who wish to attend initial tender bid opening and secured for subsequent opening of qualified bidders, which will be informed separately.

18. Preliminary Examination

- 18.1. The bids will be preliminarily examined to determine their completeness, whether all documents have been properly signed and the bids are in order.

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- 18.2. Any minor informality/ nonconformity/ irregularity in a bid which does not constitute a material deviation, may be considered by the committee for waiver, and provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 18.3. The substantial responsiveness of each bid i.e., conformity to all the terms and conditions of the bidding documents without material deviations, will be determined. Deviations from, or objections or reservations to critical provisions, such as those concerning the requirements mentioned, laws, taxes and duties and force majeure will be deemed to be material deviations. The determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence and the same shall be final and binding on the bidder.
- 18.4. If a bid is not substantially responsive, it will be disqualified.
- 18.5. If a bid is received without 'formno.1- Fulfilment of Qualification criteria' or the form is not duly filled in and signed or any of the document to be enclosed to that as evidence including EMD is not enclosed, the bid will summarily be disqualified.

19. Evaluation

- 19.1. 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, the bid will be disqualified.
- 19.2. During evaluation of the technical bids, the DCI may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 19.3. The bids whose 'Cover A-technical bids' are in order and fulfilling all the requisite qualifications along with evidences to the satisfaction of the tender committee will be considered as technically qualified bids. Other bids are treated as technically disqualified.
- 19.4. After evaluation of technical bids, the date and time for opening of price bids is decided by the tender committee and the same will be intimated to the technically qualified bidders.

20. Opening of price bids

- 20.1. At the designated time, the cover marked 'Cover B-Price bid' of all the technically qualified bidders will be opened by the tender committee of DCI in the presence of bidders/ their representatives who attends the opening of bids.
- 20.2. In case the specified date of opening of bids be declared a holiday for DCI, the bids shall be opened at the appointed time and location on the next working day.
- 20.3. The price bids of the technically disqualified bidders will not be opened and will be returned as it is, along with their EMDs, after their disqualification is approved by the tender accepting authority of DCI.
- 20.4. The bidders/ their representatives who attend should sign in the tender opening register evidencing their presence.

21. Evaluation of price bids

- 21.1. The prices quoted in all the price bids are brought onto a common basis and are evaluated by comparison.
- 21.2. The bidder who quoted the lowest price is considered to be the successful bidder.

Award of work**22. Criteria**

22.1 The work is awarded to the successful bidder whose bid, after evaluation by tender committee, has been finalized to be the techno-commercially qualified and financially the lowest one (L-1) and is accepted by the tender acceptance authority of DCI.

23. Work order

23.1. Work order, in writing, shall be issued by DCI to the successful bidder intimating acceptance of their bid and to commence the work as required, after fulfilling necessary requirements as mentioned below.

23.2. Work order shall be communicated to the successful bidder by means of e-mail/post.

Formation of contract**24. Documents to be submitted**

24.1. Upon receipt of work order, the successful bidder should submit the following documents to DCI within 7 days from the date of receipt of work order:

- 1) Performance security as specified in clause 8.
- 2) A copy of IT - PAN card and GST registration number of their agency.
- 3) Agreement form duly filled and signed by the successful bidder

25. Agreement

25.1. The successful bidder should duly fill the agreement form specified in **section VII**, sign it with date and stamp and submit to DCI within a week from issue of work order.

25.2. Upon fulfilment of all requirements by the successful bidder, the agreement received from bidder will be signed by DCI and a copy is forwarded to the bidder.

25.3. Until such contract agreement is executed, the other documents referred to in the definition of the term "Contract" in ensuing clause, shall collectively be the Contract.

26. Contract

26.1. Following documents will constitute the contract:

- i) Technical and price bids submitted by the successful bidder
- ii) Work order issued by DCI
- iii) Performance security submitted by the successful bidder
- iv) Agreement signed by the successful bidder and DCI and
- v) All relevant correspondence between DCI and the bidder.

Execution of work**27. Commencement of work**

27.1. The work should be commenced by the contractor within **15** days from the date of placement of work order.

27.2. Owner of the Barge supplied should obtain signatures of DCI officials using the Barge, on log sheets immediately after the usage, on daily basis.

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SECTION IV
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- (a) "Corporation" means the Dredging Corporation of India Limited (DCI).
- (b) "Chairman and Managing Director (CMD)" means the Chairman and Managing Director of DCI.
- (c) "Contract" means the agreement entered into between the 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.
- (d) "Contract Price" means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- (e) "Services" means all the services which the Contractor is required to render to DCI under this Contract.
- (f) "Work" means the work to be executed in accordance with the contract and includes authorized "Extra works" and "Excess works" and "Temporary works".
- (g) "DCI" means the DCI's official who has called the tender on its behalf and includes any of his representative as may be appointed from time to time.
- (h) "Contractor" means the person or persons, firm or company of environmental monitoring agency who's tender / offer has been accepted by DCI and includes the contractor's representatives, heirs, successors and assigns, if any permitted by DCI.
- (i) "Day" means calendar day.
- (j) "Month" means the English calendar month.
- (k) 'Bid' means quotation.
- (l) "Force Majeure" means an exceptional event or circumstance:
 - (a) Which is beyond a 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 reasonably have avoided or overcome,
 - (d) Which is not substantially attributable to the other Party.

2. Application

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

3. Codes/ 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. Statutory Requirements

- 4.1 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 those mentioned in clause 4.4 below, in so far as they are applicable to this contract.

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- 4.2 The Contractor shall indemnify and keep 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.
- 4.3 If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, 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 DCI is required or called upon to pay or reimburse on behalf of the contractor.
- 4.4 The contract shall be governed by all relevant Indian acts as applicable only within the jurisdiction of the High Court of Andhra Pradesh, India, including the following:
- The Indian Contracts Act, 1872
 - The Major Port Trust Act, 1963
 - The Workmen's Compensation Act, 1923
 - The Minimum Wages Act, 1948
 - Equal Remuneration Act 1976
 - The Indian Arbitration and Conciliation Act (1996)
 - Employees Provident Fund and Misc. Provisions Act 1952
 - Environment (Protection) Act, 1986
 - The Environment (Protection) Rules, 1986, etc..
 - Motor vehicles act
 - Motor vehicles rules

5. Contract & general obligations of the contractor

5.1 Interpretation

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.

5.2 Sub-let

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

- (a) the acts, defaults and neglect of any sub-contractor, his agents, servants, or Workmen as fully as if these were the acts, defaults or neglects of the Contractor Himself or his agents, servants or workmen, and
 - (b) active superintendence of the works by him despite being sublet.
- The provision of labourers on a "Piece rate" basis shall not be deemed to be subletting under this clause.

5.3 Price - all inclusive

- i) The price quoted shall include all charges viz., supply, manning and running of the Barge, cost of fuel, lubs, etc. all inclusive but excluding GST.
- ii) GST applicable as per rules.

5.5 No hindrance to traffic

The contractor should carry out the work causing no hindrance to any maritime traffic, surface traffic or any other port activity.

5.6 Conservancy of Harbour

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During the contract, the contractor should comply the conservancy rules relating to the Harbour.

5.7 Loss or injury/ damage to personnel or property

The loss or injury/ damage to personnel or property caused by the contractor during the contract, if any, shall be made good by them at their own cost, as per the instructions and to the satisfaction of DCI and EPL. In this regard, DCI shall not have any responsibility.

6. Corrupt or Fraudulent Practices

6.1 DCI requires that the Bidders to observe the highest standard of ethics during execution of the contract. In pursuance of this, DCI

(a) defines the related terms as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a 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;

(b) will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) 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.

7. Insurance

7.1 The contractor shall, without limiting his or DCI’s obligations and responsibilities, insure in the joint names of the contractor and the DCI:

(a) the contractor’s equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.

(b) against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).

(c) 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).

7.2 The contractor shall provide evidence to DCI, prior to commencement of work at site, that the insurances required under the contract have been affected.

7.3 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.

7.4 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 DCI, then and in any such case, 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 any monies due or to become due to the contractor or recover the same as a debt due from the contractor.

7.5 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. Bills and payments

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

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- 8.2 Contractor's request(s) for payment shall be made to Project-in-charge, DCI, Tuticorin Port in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.
- 8.2 The invoice should be accompanied by a statement indicating the trips made by each Barge along with copies of relevant log book/ sheets duly signed by DCI officials. The log sheet without signature of DCI Officials will not be considered for payment.
- 8.3 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.
- 8.3 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.
- 8.4 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.
- 8.5 Prices charged by the Contractor for services performed shall not vary from the prices quoted by the Contractor in their bid.
- 8.6 The payment shall be made for actual on 24 Hrs basis as per price schedule. In case performance of the contractor is not upto the mark, Project-In-Charge is having full Authority to restrict the payment proportionately on pro-rata basis. Further, if the performance of the contractor is still not improved even after intimating by DCI, Project-In-Charge is the Authority to decide whether to release the part payment or not, till the performance is improved upto his satisfaction. In this matter, the decision of Project-In-Charge shall be final and binding on the contractor.
- 8.7 Before releasing the final payment after the work is completed, the contractor is required to submit a **No-Dues Certificate** to the employer without prejudice to the claims raised by him before seeking the release of final bill and the contractor shall not be entitled to invoke arbitration in respect of any claims that is not raised before the issue of a No claim or No Dues Certificate.
- 8.8 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.
- 8.9 The total charges for a Barge per day shall be paid @ rate per day or pro-rata for specified minimum hours 24 hrs as quoted in price schedule.
- 9. Payment:**
- 9.1 The Contractor's request(s) for payment shall be made to the Project-in-Charge, DCIL, Tuticorin in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfilment of other obligations stipulated in the Contract.
- 9.2 The Bill for Services rendered / payment will be made on a monthly basis, by Project-in-Charge, DCIL, Tuticorin. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate/ logbook shall be certified by Site-In-Charge or the person nominated by Project-in-Charge, Tuticorin. The payment will be made only for services provided as per Price Bid / Negotiated Rates. Payment shall be made through e-payment promptly by DCIL, within 30 (Thirty) days of submission of an invoice / claim by the Supplier complete in all respects (**Annexure-IV**).
- 9.3 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.
- 9.4 Stand by charges shall be payable to the contractor if there is specific instructions from Port / DCI in writing to stop the work till further instructions.

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- 9.5 Self propelled Barge shall be treated as off- hire during Breakdown/Repair period of the Barge / Maintenance period of the Barge / Bunkering for the Barge, during which daily hire charges and Stand by charges shall not be paid.
- 9.6 The payments are to be made on actual execution of the work. In case the performance of the Self propelled Barge (Speed & Condition of Bottom doors) is not up to the mark, Project-in-Charge is having full authority to restrict the payment proportionately / pro- rata basis. In case if further, the performance is not improved after intimating by DCI to do so, Project –in-Charge is the authority to decide upon to release the part payment or not to release the part payment till the performance is improved up to his satisfaction. In this matter, the decision of the Project-in- Charge shall be final and binding on the contractor.
- 9.7 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill.
- 9.8 Payments towards Self propelled barge hire charges and stand by charges shall be made on the quoted rates in the BOQ schedule, 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 No. of days and hours for both operations/ working and standby charges for making payment. Though the total period of work will be considered from the date of placing of barge for commencement of work at VOC Port, 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 standby charges for the barge engaged by the contractor.
- 9.9 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.
- 9.10 The quoted/ negotiated rates should be valid and operative for a period of one month beyond the original contract period of one month. In case further extension is requested by DCI, contractor has to agree upon the same at the discretion of DCI.
- 10. Termination for failure**
- 10.1 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, if the Contractor fails to perform any obligation(s) under the Contract. The balance work will be carried out through another agency at the risk and cost of the contractor.
- 11. Termination for Insolvency**
- 11.1 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.
- 12. Termination for Convenience**
- 12.1 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. In such case, a notice period of 15 days will be given.
- 13. Settlement of Disputes**

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- 13.1 Dispute or difference of any kind whatsoever arise between DCI and Contractor in connection with or arising out of the Contract, if any, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 13.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by mutual consultation, then either DCI or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 13.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration. Arbitration may be commenced prior to providing of the services or after providing the services under the Contract.
- 13.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified** in the SCC.
- 13.5 Notwithstanding any reference to arbitration therein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) DCI shall pay the Contractor any monies due to the Contractor.
- 14. Force Majeure**
- 14.1 Notwithstanding the provisions of above clauses, the Contractor shall not be liable for termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 14.2 For purposes of this Clause, "Force Majeure" means events beyond the control of the Contractor such as acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 14.3 If a Force Majeure situation arises, the Contractor shall promptly notify DCI in writing of such conditions and the thereof. Unless otherwise directed by DCI in writing, 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.
- 15. Limitation of Liability**
- 15.1 Except in cases of negligence or wilful misconduct, the Contractor shall not be liable to the 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 damages to the DCI.
- 16. Language**
- 16.1 The bid prepared by the bidder, as well as all correspondence and related documents exchanged by the bidder and the DCI shall be in English.
- 17. Currency**
- 17.1 Prices shall be quoted in price schedule in Indian Rupees (₹).
- 18. Income Tax Deduction**
- 18.1 As per the relevant provisions of the Income Tax Act, Income tax at applicable rate shall be deducted at source from any amount payable to the contractor.
- 19. Notices**
- 19.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing to the address specified in Special Conditions of Contract.
- 19.2 A notice shall be effective from receipt of the same or as mentioned in the notice, whichever is later.

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20. Bid documents

- 20.1 Bid documents are not transferable.
- 20.2 Where the bidder fails to enter a price or a rate in any or part of the price schedule, 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.
- 20.3 All Tender Documents shall be treated as private and confidential and must be returned back to DCI after completion of contract without defacing or altering.

21. Communications with DCI

- 21.1 Communications from bidders, if any, should be sent in writing to the address Mentioned in IFB.
- 21.2 Any effort made by a bidder to influence DCI in evaluation and or awarding the contract, shall result in rejection of their bid.

22. Canvassing

- 22.1 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.

23. Right to accept or reject any or all bids

- 23.1 However, DCI reserves the right to accept or reject any or all bids, and to annul the bidding process at any time prior to award of contract, without assigning any reasons. DCI will have no liabilities whatsoever in this regard to the affected bidder.

24. Liquidated Damages

- 24.1 In case of any delay/ non-supply of Barge in specified time, liquidated damages @ 1% per week or part thereof, up to a maximum of 10% of the contract value shall be levied on contractor by DCI.

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SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. SCOPE OF WORK:

DCI intending to engage **Two Nos. self-propelled or Dumb Barge with Tug, split open / bottom door hopper Barge of capacity 800 CuM to 1200 CuM for deployment at V.O.CHIDAMBARANAR PORT TRUST, TUTICORIN** for transportation of dredged material from Jetty face removal of loose material in the Turing Circle & Basin area and dumping at designated dumping location. Dredged material shall be loaded by DCI Backhoe-1 as per the instructions of V.O. Chidambaranar Port Trust (V.O.C) Port Trust and dump at dumping ground located **at 03KMs (one way)**.

Contract will be for One month and extendable on month by month basis depending on the requirement of VOC Port, Tuticorin requirement.

- 1.1 The offered self propelled barge are required to receive the dredged material from DCI Back Hoe-1 dredger and dump the material at designated dumping location as per the location chart enclosed / as directed by project in-charge/ concerned port authorities.
- 1.2 The offered self propelled barge shall be suitable to operate in VOC Port, Tuticorin waters.
- 1.3 The offered self propelled barge shall have manoeuvrability to go alongside the Backhoe-1 dredger and cast off without damaging the dredger and it equipment.
- 1.4 The offered self propelled barge should follow VOC Port, Tuticorin rules and regulations.
- 1.5 The Hopper capacity of the self propelled barge should not be less than 800 cum.
- 1.6 Average loaded speed should not be lesser than 5 Knots.
- 1.7 Maximum loaded draft should be around 4.00 Mtrs
- 1.8 Overall breadth should be approximately 10 Mtrs.
- 1.9 The self propelled barge may be provided with over flow system to allow the water / light material to overflow.
- 1.10 The offered self propelled barge should be provided with sufficient fenders to avoid damages to the Backhoe-1 dredger and the barge while going along side and during loading.
- 1.11 Adequate radio/VHF communication system, all statutory requirements such as Life saving appliances, Fire fighting appliances etc as per relevant rules.
- 1.12 The self propelled Barge should have good manoeuvrability.
- 1.13 The self propelled barge shall be available for 24 Hrs in a day.
- 1.14 The self propelled barge should be capable to ply in VOC Port, Tuticorin waters in all weather conditions of all the seasons in a year. The best suitable self propelled barge for the above purpose shall be selected and deployed.
- 1.15 DCI reserves the right to hire/ engage either single Barge or two Barges as per actual site requirement. Payment for the hire charges will be made accordingly as per actual deployment of Barge (s) and Contractor will not be entitled to claim any additional claim in this regard.
- 1.16 Since the bid evaluation will be done on the basis of Barge hopper capacity, tenderer has to furnish certification of Barge hopper capacity from any Authorised Agency.

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- 1.17 The actual requirement of self propelled Barge is for 1000 CuM hopper capacity. However, the evaluation for determining L-1 will done on the basis of hopper capacity of self propelled Barge as furnished at sl. No.6 of BOQ as per the following formula:

**If 'X' is the rate per day for 'Y' cu.m hopper capacity of self propelled Barge,
then, Rate per cu.m = X/Y**

2. Settlement of Disputes - arbitration proceedings (GCC Cl. – 12.4)

- (i) The decision of the Director (Operations & Technical) of DCIL 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, designs and drawings and instructions concerning the works or the execution or failure to execute the same arising during the course of work and in the maintenance period. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Director (Operations & Technical).
- (ii) 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 (i) or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Chairman and Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. This Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre reference period or pendentile. 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.

2 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:

Worker's contribution	- 12%
Employer's contribution	- 12%
Inspection charges payable to RPFC	- 1.16%

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Details of the self-propelled hopper barge proposed:

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 :
 - (b) Breadth :
 - (c) Depth :
 - (d) Draft :
 - (e) Hopper capacity :
7. Make & Model of Engine :
8. Horse Power of 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: (1) 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 TENDERER WITH SEAL

SECTION - VI**BILL OF QUANTITIES (BOQ)**

Name of the Work: Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN.

Tender Ref. No. DCI/OPS/GMPI/VOCP/SPHB/2018 dated 30.07.2018

Sl. No.	DESCRIPTION OF WORK	UNIT	RATE (Rs.)	Quantity	Amount (Rs.)
1	Daily hire charges of One no. self-propelled Hopper Barge having split open /bottom door of capacity 800 CuM to 1200 CuM including manning, operating, repairs, maintenance, etc., all complete, for the entire period of contract including extension period, if any (exclusive of GST). (Breakdown/repairs/Maintenance/Bunkering time for the Barge shall be treated as off-hire and daily hire charges are not payable). (Excluding GST)	Per day of 24:00 Hrs working and pro-rata thereof		30 days	
2	Mobilization charges of self propelled hopper barge excluding GST	Lump sum		one	
3	De-mobilization charges of self propelled hopper barge excluding GST	Lump sum		one	
4	Total value for one self propelled hopper barge exclusive GST				
5	Idle time Charges/stand by charges of self propelled hopper barge excluding GST	Per Hour or pro-rata thereof.		-	
6	Hopper capacity of the self propelled hopper barge offered as per certification from Authorised Agency	Cu.M	-		

Note:

- i. Idle time charges/stand by charges shall not be considered for evaluation purpose.
- ii. Payment will be made for actual no. of days deployed.
- iii. The actual requirement of self propelled Barge is for 1000 CuM hopper capacity. However, the evaluation for determining L-1 will done on the basis of hopper capacity of self propelled Barge as furnished at sl. No.6 of BOQ as per the following formula:

If 'X' is the rate per day for 'Y' cu.m hopper capacity of self propelled Barge, then, Rate per cu.m = X/Y

SIGNATURE OF TENDERER WITH SEAL

SECTION – VII

FORMS

Required for bidders

A) For Technical bid:

Fulfilment of Qualification criteria

The copy of the documents as per the SECTION – VIII

Bid form

Proforma for Bank Guarantee towards Earnest Money Deposit

Proformas of annexures 1 to IV

Required for successful bidders

Agreement form

Proforma for Bank Guarantee towards Performance security

B) For Price bid:

Price Schedule

SIGNATURE OF TENDERER WITH SEAL

Bid form

Date: _____

To:

Dredging Corporation of India Ltd.,
 Dredge House, Port Area
 VISAKHAPATNAM- 530 001
 ANDHRA PRADESH (INDIA)

Gentlemen :

Having examined the tender document including annexure(s), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for **“Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN”** on ‘as and when required basis’ as per ‘Scope of the work (SOW)’.] in conformity with the said tender document for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the schedule of price submitted.

We undertake, if our bid is accepted, to provide the services in accordance with the terms and conditions specified in the tender document.

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 work order, shall constitute a binding contract between us.

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

Dated this _____ day of _____ 2018

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

SIGNATURE OF TENDERER WITH SEAL

Proforma for Bank Guarantee for Earnest Money Deposit**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Bank Guarantee No.

Date

To

Dredging Corporation of India Ltd.,
 Dredge House, Port Area
 VISAKHAPATNAM- 530 001
 ANDHRA PRADESH (INDIA)

WHERE AS (hereinafter) called “the Tenderer” has submitted its tender datedfor the execution of **Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN** on ‘as and when required basis” as per ‘Scope of the work (SOW)’ (hereinafter called “the Tender”) in favour of **DREDGING CORPORATION OF INDIA LIMITED**, Dredge House, Port Area, Visakhapatnam – 530 001 having registered office at Core-2, First Floor, 'SCOPE MINAR', Plot No.2 A &2B, Laxmi Nagar District Centre, DELHI-110 092, India, hereinafter called the “CORPORATION”.

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

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

THE CONDITIONS of this obligation are:

If the Tenderer withdraws his Tender during the period of Tender validity specified in the Tender, or having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.

Fails or refuses to execute the Agreement, if required or

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

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.80,400/- (Rupees Ninety six thousand six hundred only) and will remain in force up to 30 days from the last date for submission of bids, 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 of2018

For

(Indicate Name of the Bank)

SIGNATURE OF TENDERER WITH SEAL

FORM OF CONTRACT AGREEMENT

This agreement made this _____ day of _____ BETWEEN the DREDGING CORPORATION OF INDIA LIMITED, a company registered under the Indian Companies Act, 1956 having its registered office at Core-2, First Floor, 'SCOPE MINAR', Plot No.2 A & 2B, Laxmi Nagar District Centre, DELHI-110 092, India (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.

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 fulfilment 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 Letter of Acceptance
 - The Tender submitted by the Contractor
 - Instructions to Tenderer
 - Conditions of Contract
 - Specification for the Works
 - Price Bid
 - 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).

That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.

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 TENDERER WITH SEAL

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

Signed and sealed by:

CONTRACTOR

GENERAL MANAGER (OPS)

Signature :

Signature :

Name :

Name :

Designation :

Seal :

Seal :

In the presence of
Witness

a) Signature
Name & Address:

Signature
Name & Address:

SIGNATURE OF TENDERER WITH SEAL

Proforma of Bank Guarantee in lieu of Performance Security

**PROFORM OF BANK GUARANTEE
(IN LIEU OF PERFORMANCE SECURITY)**

Bank Guarantee No.

Date

To
The Dredging Corporation of India,
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-2, First Floor, 'SCOPEMINAR', Plot No.2 A & 2B, Laxmi Nagar District Centre, DELHI-110 092, India, (herein after called the "DCI") having agreed to exempt M/s having its Registered Office at(herein after called the said "Supplier" from the demand under the terms and conditions of an Agreement / Contract / Work Order datedmade between DCI and Supplier for(herein after called the said "Agreement"), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for only), we(hereinafter referred (indicate the name of the Bank) to as "the Bank" at the request of M/s..... (Supplier) do hereby undertake to pay to the DCI an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We,
(indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Supplier from the DCI stating that the amount

-2-

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 Supplier of any of the terms or conditions contained in the said Agreement or by reason of the Supplier's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding(say)..... only).

We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Supplier 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

SIGNATURE OF TENDERER WITH SEAL

shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We further
(indicate name of the Bank)

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

5. We, further agree
(indicate name of the Bank)

that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Supplier 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 Supplier 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 Supplier or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Supplier 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 Supplier.

7. We,(indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.

8. This guarantee will remain in force until 60 days beyond the date of completion of all contractual obligations. All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to(..... Only).

Dated theday of2018

SIGNATURE OF TENDERER WITH SEAL

SECTION – VIII
THE FOLLOWING DOCUMENTS/CHECK LIST SHOULD BE ATTACHED IN TECHNO-COMMERCIAL BID

- A Bid Form except the Price Schedule
- A list of works tendered for and in hand/being executed as on the date of submission of tender.
- A detailed list of vessels / equipment available with the tenderer and which are proposed for deployment for the work.
- Details of the Self propelled Hopper Barge Proposed for Hire Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - Audited balance sheet for the last three years;
 - Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:
 - Brief description of the work
 - List of equipments deployed
 - Contract amount
 - Time limit for completion
 - Whether the work has been completed within the stipulated time.
 - Whether any liquidated damages have been levied.
- Earnest money deposit in the form of
 - E-payment or
 - Bank Guarantee
- PAN Number
- Registration with Provident Fund Authorities.
- Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
- Information regarding any current litigation in which the tenderer is involved.
- Copies of original certificates of registration etc. of the Barge proposed to be offered to DCI including copy of the existing insurance policy covering the Hull, crew and third party.
- Copy of clear title of the ownership of the Barge If the tenderer is not the owner of the Barge, necessary documents in support of the authorisation granted by the owner of the Barge to the tenderer to offer and operate the Barge by the tenderer. (This authorisation shall be executed on a stamp paper duly notarised).
- The bidder shall have to give a Certificate as specified in the tender.
- Downloaded / Purchased Tender Document duly signed and stamped on all the pages by tenderer.

SIGNATURE OF TENDERER WITH SEAL

NO RELATION WITH ANY OFFICER

Date:

To
The General Manager (Ops),
Dredging Corporation of India Limited,
Dredge House, Port Area,
VISAKHAPATNAM – 530 001
Tel. No.0891-2871299 Fax: 0891 – 2550 851

Sir,

Sub: “Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN”- Reg.

A. With reference to your Tender No. DCI/GMPI/VOCPT/SPHB/2018 dated: 30.07.2018 and as per Clause No.13.1 (viii) of Instructions to Bidders of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘or’

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

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

Thanking you,

Yours faithfully,

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

SIGNATURE OF TENDERER WITH SEAL

ILLEGAL GRATIFICATION AND DISCLOSURE OF PAYMENTS

Date:

To
The General Manager (Ops),
Dredging Corporation of India Limited,
Dredge House, Port Area,
VISAKHAPATNAM – 530 001
Tel. No.0891-2871299 Fax: 0891 – 2550 851

Sir,

Sub: “Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN”- Reg.

A. With reference to your Tender No. DCI/GMPI/VOCPT/SPHB/2018 dated: 30.07.2018 and as per Clause No.13.1(x) of Instructions to Bidders of Contract, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

and,

B. As per Clause No. 7.2.17 of Instructions to Bidders of Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

CURRENT LITIGATION

Date:

To
The General Manager (Ops),
Dredging Corporation of India Limited,
Dredge House, Port Area,
VISAKHAPATNAM – 530 001
Tel. No.0891-2871299 Fax: 0891 – 2550 851

Sir,

Sub: “Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN”- Reg.

A. With reference to your Tender No. DCI//GMPI/VOCPTSPHB/2018 dated: 30.07.2018 and as per Clause No.13.1 (xii)of Instructions to Bidders of Contract, we hereby certify 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 ‘A’ or ‘B’ , whichever is not applicable.

Annexure-IV

SIGNATURE OF TENDERER WITH SEAL

BANK ACCOUNT DETAILS

Date:

To
 The General Manager (Ops),
 Dredging Corporation of India Limited,
 Dredge House, Port Area,
VISAKHAPATNAM – 530 001
 Tel. No.0891-2871299 Fax: 0891 – 2550 851

Sir,

Sub: “Hiring of One No. self-propelled Hopper Barge having split open / bottom door of capacity 800 CuM to 1200 CuM for deployment at V.O. CHIDAMBARANAR PORT TRUST, TUTICORIN”- Reg.

With reference to your Tender No. DCI/GMPI/VOCPT/SPHB/2018 dated: 30.07.2018 and as per Clause No.9.2 of General Conditions of contract, we hereby furnished our Bank Account details for payment through E-transfer as follows:

1	Name of the Firm	:	
2	Address (including PIN code)	:	
3	Mobile Number	:	
4	Email ID	:	
5	PAN No.	:	
6	GSTIN	:	
7	Name of the Bank	:	
8	Name of the Branch & City	:	
9	Bank Account No.	:	
10	IFSC No. of the Bank	:	

Thanking you,

Yours faithfully,

Note:

- 1) Copy of PAN to be attached with form
- 2) Copy of GST Registration to be attached with form
- 3) Copy of Cancelled cheque to be attached with form
- 4) Bank details such as Name of Account holder, Name of Bank, A/C Number, IFS Code and Branch to be submitted **duly self certified in Company Letter head.**

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