


**Dredging Corporation of India Limited  
Visakhapatnam**

**Sub:** Invitation for Expression of Interest for Empanelment of Business Associate for Sand Mining, Transportation, Stocking, Loading and sale of Sand in the state of Haryana- **Cancellation Notice** -Reg

**Ref:** 1. EOI invited vide Ref. DCI/MKTG/HARYANA/709/2019 Dt. 09.07.2019  
2. Corrigendum No. 1 DCI/MKTG/HARYANA/709/2019 Dt. 24.07.2019  
3. Corrigendum No. 2 DCI/MKTG/HARYANA/709/2019 Dt. 30.07.2019  
4. Corrigendum No. 3 DCI/MKTG/HARYANA/709/2019 Dt. 13.08.2019  
5. Corrigendum No. 4 DCI/MKTG/HARYANA/709/2019 Dt. 22.08.2019  
6. Corrigendum No. 5 DCI/MKTG/HARYANA/709/2019 Dt. 03.09.2019  
7. Replies to additional pre bid queries Dt. 11.09.2019  
8. Corrigendum No. 6 DCI/MKTG/HARYANA/709/2019 Dt. 17.09.2019

Reference is invited to the EOI invited by DCI vide NIT Dt. 09.07.2019 and other corrigenda cited above. In this connection, all the bidders are hereby informed that **the subject EOI has been Cancelled.**



**HOD (MKTG)**

DCI/MKTG/HARYANA/709/2019

17-09-2019

**Dredging Corporation of India Limited  
Visakhapatnam**

**Sub:** Invitation for Expression of Interest for Empanelment of Business Associate for Sand Mining, Transportation, Stocking, Loading and sale of Sand in the state of Haryana- Corrigendum 6 -Reg

**Ref:** 1. EOI invited vide Ref. DCI/MKTG/HARYANA/709/2019 Dt. 09.07.2019  
2. Corrigendum No. 1 DCI/MKTG/HARYANA/709/2019 Dt. 24.07.2019  
3. Corrigendum No. 2 DCI/MKTG/HARYANA/709/2019 Dt. 30.07.2019  
4. Corrigendum No. 3 DCI/MKTG/HARYANA/709/2019 Dt. 13.08.2019  
5. Corrigendum No. 4 DCI/MKTG/HARYANA/709/2019 Dt. 22.08.2019  
6. Corrigendum No. 5 DCI/MKTG/HARYANA/709/2019 Dt. 03.09.2019  
7. Replies to additional pre bid queries Dt. 11.09.2019

Reference is invited to the Tender invited by DCI vide NIT Dt. 09.07.2019 and other corrigenda cited above. In this connection, all the bidders are hereby informed that **the revised schedule of bidding process is as under:**

<b>Sl.</b>	<b>Ref.</b>	<b>Description</b>	<b>Schedule as per Corrigendum 5</b>	<b>Revised Schedule Corrigendum 6</b>
1.	Cl. XI of Notice Inviting EOI	Last date for Receipt of EOI	Before 1500 hours on 17-09-2019	Before 1500 hours on 24-09-2019
2.	Cl. XIII of Notice Inviting EOI	Date & Time of Opening of Technical Bids	1530 hours on 17-09-2019	1530 hours on 24-09-2019

All other terms and Conditions remain unaltered. Bidders are advised to visit tender websites regularly till the due date of submission of bid.

**HOD (MKTG)**

**Dredging Corporation of India Limited**  
**Visakhapatnam**

**Sub:** Invitation for Expression of Interest for Empanelment of Business Associate for Sand Mining, Transportation, Stocking, Loading and sale of Sand in the state of Haryana- **Replies to Additional pre bid queries** -Reg

**Ref:** 1. EOI invited vide Ref. DCI/MKTG/HARYANA/709/2019 Dt. 09.07.2019  
2. Corrigendum No. 1 DCI/MKTG/HARYANA/709/2019 Dt. 24.07.2019  
3. Corrigendum No. 2 DCI/MKTG/HARYANA/709/2019 Dt. 30.07.2019  
4. Corrigendum No. 3 DCI/MKTG/HARYANA/709/2019 Dt. 13.08.2019  
5. Corrigendum No. 4 DCI/MKTG/HARYANA/709/2019 Dt. 22.08.2019  
6. Corrigendum No. 5 DCI/MKTG/HARYANA/709/2019 Dt. 03.09.2019

S. No.	Section No. Clause No. and Page No.	Tender Clause	Query / Request	Comments/ Clarifications						
1.	Chapter 4, Cl. 4 B- Eligibility Criteria Page No 15 of EOI	The bidder must have executed one mining/excavation and transportation of sand mineral work of value not less than INR 2 Crore.	Request to modify eligibility criteria to extend the Experience of any mining sector of Earth/ OB/Ash/ Sand/ Coal/ any mineral.	EOI conditions prevail						
2.	Sl. No. Xi. Notice inviting EOI Page 6 of EOI	Due date of submission	Request to extend the due date of submission for at least 15 to 20 days along with eligibility criteria modification	EOI conditions prevail. For Date Extension refer Corrigendum 5 Dt. 03.09.2019						
3.	Annexure III price proposal Page 56 of EOI	Price proposal format	Assuming the royalty payable to Govt. of Haryana is Rs. 10/- per cum (A) and SMF to be paid to DCI is Rs. 05/- per cum (B) the proposal shall be as under: <table border="1" style="margin-left: 20px;"> <tr> <td>1</td> <td>Royalty to Govt. of Haryana for extraction of sand:</td> <td>10/- rupees per sum (A)</td> </tr> <tr> <td>2</td> <td>Total Sand mining Fee offered to DCI</td> <td>10/- rupees per sum (A) + 5/- rupees per sum (B)</td> </tr> </table> <p>Confirm whether i have to pay total amount, inclusive of royalty payable to Govt. of Haryana, Rs. 15/- per Cum or Rs. 25/- per CuM?</p>	1	Royalty to Govt. of Haryana for extraction of sand:	10/- rupees per sum (A)	2	Total Sand mining Fee offered to DCI	10/- rupees per sum (A) + 5/- rupees per sum (B)	Refer "Note IV to Annexure III Price proposal page No 56" and "Cl. 8.2 of chapter 4 page 17"
1	Royalty to Govt. of Haryana for extraction of sand:	10/- rupees per sum (A)								
2	Total Sand mining Fee offered to DCI	10/- rupees per sum (A) + 5/- rupees per sum (B)								
4.		Royalty	Kindly intimate the royalty payable to Govt. of Haryana	Bidders to ascertain and quote for the Same.						

All other terms and conditions remain unaltered. Bidders are requested to visit the tender/ EOI websites regularly till last date of submission of EOI.

*Cum hob*  
11/9/19  
HOD (MKTG)

**Dredging Corporation of India Limited  
Visakhapatnam**

**Sub:** Invitation for Expression of Interest for Empanelment of Business Associate for Sand Mining, Transportation, Stocking, Loading and sale of Sand in the state of Haryana- Corrigendum 5 -Reg

**Ref:** 1. EOI invited vide Ref. DCI/MKTG/HARYANA/709/2019 Dt. 09.07.2019  
2. Corrigendum No. 1 DCI/MKTG/HARYANA/709/2019 Dt. 24.07.2019  
3. Corrigendum No. 2 DCI/MKTG/HARYANA/709/2019 Dt. 30.07.2019  
4. Corrigendum No. 3 DCI/MKTG/HARYANA/709/2019 Dt. 13.08.2019  
5. Corrigendum No. 4 DCI/MKTG/HARYANA/709/2019 Dt. 22.08.2019

Reference is invited to the Tender invited by DCI vide NIT Dt. 09.07.2019 and other corrigenda cited above. In this connection, all the bidders are hereby informed that **the revised schedule of bidding process is as under:**

<b>Sl.</b>	<b>Ref.</b>	<b>Description</b>	<b>Schedule as per Corrigendum 4</b>	<b>Revised Schedule Corrigendum 5</b>
1.	Cl. XI of Notice Inviting EOI	Last date for Receipt of EOI	Before 1500 hours on 03-09-2019	Before 1500 hours on 17-09-2019
2.	Cl. XIII of Notice Inviting EOI	Date & Time of Opening of Technical Bids	1530 hours on 03-09-2019	1530 hours on 17-09-2019

All other terms and Conditions remain unaltered. Bidders are advised to visit tender websites regularly till the due date of submission of bid.

**HOD (MKTG)**

DCI/MKTG/HARYANA/709/2019

22-08-2019

**Dredging Corporation of India Limited  
Visakhapatnam**

**Sub:** Invitation for Expression of Interest for Empanelment of Business Associate for Sand Mining, Transportation, Stocking, Loading and sale of Sand in the state of Haryana- Corrigendum 4 -Reg

**Ref:** 1. EOI invited vide Ref. DCI/MKTG/HARYANA/709/2019 Dt. 09.07.2019  
2. Corrigendum No. 1 DCI/MKTG/HARYANA/709/2019 Dt. 24.07.2019  
3. Corrigendum No. 2 DCI/MKTG/HARYANA/709/2019 Dt. 30.07.2019  
4. Corrigendum No. 3 DCI/MKTG/HARYANA/709/2019 Dt. 13.08.2019

Reference is invited to the Tender invited by DCI vide NIT Dt. 09.07.2019 cited above. In this connection, all the bidders are hereby informed that **the revised schedule of bidding process is as under:**

<b>Sl.</b>	<b>Ref.</b>	<b>Description</b>	<b>Revised Schedule Corrigendum 3</b>	<b>Revised Schedule Corrigendum 4</b>
1.	Cl. XI of Notice Inviting EOI	Last date for Receipt of EOI	Before 1500 hours on 23-08-2019	Before 1500 hours on 03-09-2019
2.	Cl. XIII of Notice Inviting EOI	Date & Time of Opening of Technical Bids	1530 hours on 23-08-2019	1530 hours on 03-09-2019

All other terms and Conditions remain unaltered. Bidders are advised to visit tender websites regularly till the due date of submission of bid.

**HOD (MKTG)**

DCI/MKTG/HARYANA/709/2019

13-08-2019

**Dredging Corporation of India Limited  
Visakhapatnam**

**Sub:** Invitation for Expression of Interest for Empanelment of Business Associate for Sand Mining, Transportation, Stocking, Loading and sale of Sand in the state of Haryana- Corrigendum 3 -Reg

**Ref:** 1. EOI invited vide Ref. DCI/MKTG/HARYANA/709/2019 Dt. 09.07.2019  
2. Corrigendum No. 1 DCI/MKTG/HARYANA/709/2019 Dt. 24.07.2019  
3. Corrigendum No. 2 DCI/MKTG/HARYANA/709/2019 Dt. 30.07.2019

Reference is invited to the Tender invited by DCI vide NIT Dt. 09.07.2019 cited above. In this connection, all the bidders are hereby informed that **the revised schedule of bidding process is as under:**

<b>Sl.</b>	<b>Ref.</b>	<b>Description</b>	<b>Schedule as per Corrigendum 2</b>	<b>Revised Schedule Corrigendum 3</b>
1.	Cl. XI of Notice Inviting EOI	Last date for Receipt of EOI	Before 1500 hours on 14-08-2019	Before 1500 hours on 23-08-2019
2.	Cl. XIII of Notice Inviting EOI	Date & Time of Opening of Technical Bids	1530 hours on 14-08-2019	1530 hours on 23-08-2019

All other terms and Conditions remain unaltered. Bidders are advised to visit tender websites regularly till the due date of submission of bid.

**HOD (MKTG)**

DCI/MKTG/HARYANA/709/2019

30.07.2019

**Dredging Corporation of India Limited  
Visakhapatnam**

**Sub:** Invitation for Expression of Interest for Empanelment of Business Associate for Sand Mining, Transportation, Stocking, Loading and sale of Sand in the state of Haryana- Corrigendum 2 -Reg

**Ref:** 1. EOI invited vide Ref. DCI/MKTG/HARYANA/709/2019 Dt. 09.07.2019  
2. Corrigendum No. 1 DCI/MKTG/HARYANA/709/2019 Dt. 24.07.2019

Reference is invited to the Tender invited by DCI vide NIT Dt. 09.07.2019 cited above. In this connection, all the bidders are hereby informed that **the revised schedule of bidding is process is as under:**

<b>Sl.</b>	<b>Ref.</b>	<b>Description</b>	<b>Schedule as per EOI Dt. 09.07.2019</b>	<b>Revised Schedule Corrigendum 2</b>
1.	Cl. XI of Notice Inviting EOI	Last date for Receipt of EOI	Before 1500 hours on 31-07-2019	Before 1500 hours on 14-08-2019
2.	Cl. XIII of Notice Inviting EOI	Date & Time of Opening of Technical Bids	1530 hours on 31-07-2019	1530 hours on 14-08-2019

All other terms and Conditions remain unaltered. Bidders are advised to visit tender websites regularly till the due date of submission of bid.

**HOD (MKTG)**

**Dredging Corporation of India Limited**  
**Visakhapatnam**

Sub: Invitation for Expression of Interest for Empanelment of Business Associate for Sand Mining, Transportation, Stocking, Loading and sale of Sand in the state of Haryana- Corrigendum 1

Ref: EOI invited vide NIT No. DCI/MKTG/HARYANA/709/2019 dated 09.07.2019

In continuation to the EOI document invited vide NIT Dt. 09.07.2019, the following shall form part of the EOI document:

Sl. No.	Ref	Original Clause	Shall be read as
1	Clause 4 D, Eligibility criteria, Chapter 4 page No. 15 of EOI document	The bidder must have minimum annual turnover of Rs. 25 Crores (Rupees Twenty Five Crore only) for each of the last three financial years i.e. 2015-16, 2016-17 and 2017-18.....	The bidder must have minimum <b>average</b> annual turnover of Rs. 25 Crores (Rupees Twenty Five Crore only) for each of the last three financial years i.e. <b>2016-17, 2017-18 and "2018-19 (or) 2015-16"</b>
2	Para 2 under Clause 5 D, Documentary Evidence to satisfy eligibility criteria, Chapter 4 page No. 16 of EOI document	Audited Balance sheets for the last three years i.e. 2015-16, 2016-17 and 2017-18	Audited Balance sheets for the last three years i.e. <b>2016-17, 2017-18 and "2018-19 (or) 2015-16"</b>
3	Cl 4 A, Eligibility Criteria chapter 4 page 15 of EOI Document	The Bidder must be an Indian national, Individual (or) sole company or sole firm or Partnership Firm. JV/ Consortiums are not eligible under this EOI.	The Bidder must be an Indian national, Individual (or) sole company or sole firm, <b>Partnership Firm or JV/ Consortium.</b>  <b>Note: In case of JV/ Consortium maximum number of members shall be 3. The eligibility criteria and other conditions shall be collectively satisfied by the members. And lead partner shall have at least 51 % share holding in the JV/ Consortium.</b>
4	Para 5 under CL. 5 A Documentary Evidence to satisfy eligibility criteria, Chapter 4 page No. 16 of EOI document .	-	The Following para 5 is appended to Clause 5 A as under:  ➤ <b>In case the bidder is JV/ Consortium, duly notarized JV/ Consortium agreement shall be submitted. The JV/ Consortium agreement</b>



			<b>shall clearly mention share holding of each member. The member firms shall submit an authorization letter to lead firm to act on behalf of JV/ Consortium in connection with this EOI. Each member shall submit documentary evidence as per Para 1 to 4 of CL. 5 A page 16 of EOI Document.</b>
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The clarifications to the pre bid queries raised by the parties are enclosed herewith for reference.

All other terms and conditions remain unaltered. Bidders are advised to visit tender websites regularly till the due date of submission of bid for any corrigenda/ addenda which shall be published only in tender websites.

**HOD (MKTG)**

Encl: Pre bid clarifications – 2 pages

## **PRE BID CLARIFICATIONS**

S.No.	Section No. Clause No. and Page No.	Tender Clause	Query / Request	Comments/ Clarifications
1.	Chapter 4, Section 4 – Eligibility Criteria, Point D, Page No 15 of 56	The bidder must have minimum annual turnover of Rs. 25 Crores (Rupees Twenty Five Crores only) for each of the last three financial years i.e 2015-16, 2016-17 & 2017-18	It is requested to modify the Clause as ..... “The bidder must have minimum annual average turnover of Rs. 25 Crores (Rupees Twenty Five Crores only) in the last three financial years i.e.2016-17, 2017-18 & 2018-19.	Accepted  refer SL. No. 1 of corrigendum 1
2.	Chapter 4, Section 5 – Documentary evidence to satisfy Eligibility Criteria , Point D, Page No.16 of 56	Audited Balance Sheets for last three years i.e. 2015-16, 2016-17 and 2017-18.	It is requested to modify the Clause as ..... “Balance sheets for last three years i.e. 2016-17 and 2017-18 and 2018-19. It should be duly certified by the auditor of the Company.	Accepted.  refer SL. No. 2 of corrigendum 1
3.	Chapter 2, Clause 3 – Duration of the Empanelment, Sub-Clause 3.1, Page no 14 of 56	The duration of the Empanelment will be for 2 years.	Mining Business requires huge Capital investment and Large workforces with diverse skills for the several operations and levels the business has. Further, it requires permissions from different authorities, Mining Plan Environment clearance and MOEF Guidelines etc. Whereas, process follows 1) It takes one for mining plan depending upon the site of the mines. 2) After the mining plan is approved it goes to state environmental impact assessment authority (SEIAA) for environmental clearances, this process takes approx 45 days. 3) Then it goes for pre-monsoon and post-monsoon study, which takes approx 4 months. 5) Then, it goes to pollution control board approximately to get the	Bidders to note that Period of 2 years is for Empanelment as Business Associate of DCI.  During Empanelment period if Land blocks/ river stretches are allotted to DCI for sand mining, in this regard a separate agreement will be entered with the Empanelled Business Associate for execution of work.

			<p>public sharing date it takes 45 days to 60 days.</p> <p>6) It again goes through state environmental body it takes another 2-2.5 months. All the above procedure takes 12-18 months. Apart from this there are lots of procedures involved in Mining Business, so we request you to kindly consider either the empanelment duration for minimum 5 - 7 years instead of 2 years. Or the empanelment should start from the date mining excavation starts on the site.</p>	
4.	Chapter -4, Section -4, Eligibility, Point -A page 15 of 56	The Bidder must be an Indian national, Individual, Company or firm or Partnership firm.	It is requested to kindly allow for JV / Consortium.	Accepted.  Refer Sl. No 3 & 4 of corrigendum 1
5.	Section – 10, Point Number 3 , Page No. 54 of 56	If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.	It is requested to give chance to associate with DCI and allow for JV/CONSORTIUM, as it's already mentioned in EOI also.	The clause is from “format of integrity pact” which is a standard format used in the tenders/ EOI.

**DREDGING CORPORATION OF INDIA LIMITED  
VISAKHAPATNAM**



**EXPRESSION OF INTEREST**

**FOR**

**EMPANELMENT OF BUSINESS ASSOCIATE FOR SAND MINING,  
TRANSPORTATION, STOCKING, LOADING AND SALE OF SAND IN  
THE STATE OF HARYANA**

**LAST DATE OF RECEIPT OF EOI DOCUMENTS - 31.07.2019 @ 1500 HRS**  
**DATE OF OPENING OF EOI PROPOSALS - 31.07.2019 @ 1530 HRS**

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## NOTICE INVITING EXPRESSION OF INTEREST

<b>National Competitive Bidding</b>		
<b>i.</b>	<b>EOI No.:</b>	<b>DCI/MKTG/709/HARYANA/2019 Date: 09/07/2019</b>
<b>ii.</b>	<b>Name of the Work</b>	Empanelment of Business Associate for Sand mining, transportation, stocking and loading, and sale of Sand for allocated Mining areas/ River Stretches in the state of Haryana
<b>iii.</b>	<b>Mode of submission of Bid in Stage I</b>	Physical submission through post or courier or in person
<b>iv.</b>	<b>EOI/ Tender Document Fee</b>	INR 5000/- plus 18% GST (INR Five Thousand) (Non-refundable) in the form of Demand Draft Drawn in favour of “Dredging Corporation of India Limited” payable at Visakhapatnam
<b>v.</b>	<b>Empanelment Fee</b>	INR 1,00,000/- (INR one lakh only ) in the form of a Demand Draft/ issued by a Nationalized/ Scheduled Bank In favour of “Dredging Corporation of India Limited” payable at Visakhapatnam.  Empanelment fee is non refundable for Empanelled firms. Empanelment fee of unsuccessful firms shall be refunded after completion of Empanelment process.
<b>vi.</b>	<b>NEFT/RTGS transfer of EOI Document Fee and Empanelment Fee</b>	DREDGING CORPORATION OF INDIA LIMITED CURRENT ACCOUNT:35833070000014 SYNDICATE BANK, DCI LIMITED BRANCH, DREDGE HOUSE, PORT AREA, VISAKHAPATNAM - 530001 MICR code: 530025003 IFSC Code: SYNB0003583 SWIFT Code: SYNBINBB032  In case of NEFT/ RTGS, Bidders shall obtain confirmation for receipt of EOI/ tender document FEE / EMPANELMENT FEE from <a href="mailto:treasury@dcil.co.in">treasury@dcil.co.in</a> and a copy of transaction details shall be submitted along with the bid.
<b>vii.</b>	<b>Date of publication of EOI on website</b>	09-07-2019
<b>viii.</b>	<b>Websites hosting EOI &amp; further</b>	<a href="http://dredge-india.com/tenders.html">http://dredge-india.com/tenders.html</a> & <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>



	<b>Addenda/ Corrigenda</b>	
<b>ix.</b>	<b>Last date of submission of pre-Bid queries</b>	16-07-2019 till 14.00 Hrs at <a href="mailto:hodmktg@dcil.co.in">hodmktg@dcil.co.in</a>
<b>x.</b>	<b>Date of Pre Bid Conference</b>	18-07-2019 at 11:00 Hrs at Dredging Corporation of India Head office, Dredge House, Port Area, Visakhapatnam-530001 Andhra Pradesh
<b>xi.</b>	<b>Last Date for Submission of bids</b>	<b>Upto 1500 Hours on 31-07-2019</b>
<b>xii.</b>	<b>Bid submission address</b>	Head of the Department (Marketing) Dredging Corporation of India, Head office, Dredge House, Port Area, Visakhapatnam-530001, Andhra Pradesh
<b>xiii.</b>	<b>Bid opening Date</b>	<b>31-07-2019 @ 1530 Hours at DCI head office Visakhapatnam</b>
<b>xiv.</b>	<b>Contact Details</b>	<b>0891-2871241 ; <a href="mailto:hodmktg@dcil.co.in">hodmktg@dcil.co.in</a></b>
<b>xv.</b>	<b>Validity of Proposal</b>	The Proposals submitted shall remain valid for a period of 180 Days from the date of submission of Bid and also for extension period in case of extension in this regard.

Note: -

Dredging Corporation of India Limited reserves the right to withdraw from the process or any part thereof without assigning any reason what so ever. No liability what so ever shall be accrue to DCI in such event.

## **Disclaimer**

This Document is not an Agreement or an offer by DCI to Bidders or any third party. The purpose of this Document is to provide interested parties with information to facilitate the formulation of their Proposal.

This Notice inviting Expression of Interest (NI EOI) is issued by Dredging Corporation of India Limited (DCI). Whilst the information in this EOI has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither DCI nor any of its officers or employees, nor any of their advisors accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this EOI or on which this EOI is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this EOI is selective and is subject to updating, expansion, revision and amendment at the sole discretion of DCI. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither DCI nor any of its officers, employees nor any of its advisors undertakes to provide any Party with access to any additional information or to update the information in this EOI or to correct any inaccuracies therein which may become apparent.

This EOI includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of DCI, which (the assumptions and the base Information on which they are made) may or may not prove to be correct. No representation or Warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this EOI is, or should be relied on as, a promise, representation or warranty.

DCI shall be the sole and final authority with respect to qualifying "Business Associate" for Sand Mining through this EOI. The decision of DCI in qualifying a respondent shall be final and DCI reserves the right to reject any or all the Bids without assigning any reason. DCI further reserves the right to negotiate with the qualifying agencies to enhance

the value through this project and to create a more amicable environment for the smooth execution of the project.

The Bidder shall bear all costs associated with the preparation and submission of all the Proposals and communications (against EOI). DCI shall not, under any circumstances, be responsible or liable for any such costs.

By responding to the EOI, the Bidder shall be deemed to have confirmed that Bidder is fully satisfied and understood the terms and conditions of the EOI. The Bidder hereby expressly waives any and all claims in respect thereof.

## Chapter 1

### List of Abbreviations

<b>Abbreviations</b>	<b>Full forms</b>
BA	Business Associate
DCI	Dredging Corporation of India Limited
EIA	Environment Impact Assessment
EF	Empanelment Fee
EMP	Environment Management Plan
EOI	Expression of Interest
FY	Financial Year
GOI	Government of India
HPCB	Haryana State Pollution Control Board
IBM	Indian Bureau of Mines
INR	Indian National Rupees/ Legal tender currency of India
LOI	Letter of Intent
MoEF & CC	Ministry of Environment, Forest and Climate Change
NI EOI	Notice Inviting Expression of Interest
PBG	Performance Bank Guarantee
PSBG	Payment Security Bank Guarantee
RFP	Request for Proposal
RBI	Reserve Bank of India
RTGS	Real-time gross settlement
SMA	Sand Mining Agreement
SMF	Sand Mining Fee
TOR	Terms of Reference
HEMM	Heavy Earth Moving Machinery

## Chapter 2

### Definition and interpretation

**“BA”** means Business Associate empanelled by DCI who in this case would be an individual or a firm or a company who has been appointed by DCI to carry out the terms of Sand Mining Agreement, and includes the BA’s employees, agents, consultants or sub-contractors.

**“Applicable Laws”** shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.

**“Approvals”** mean Mine Plan Approval, Environment Clearance, Forest Clearance and all other licenses, permits, consents and permissions necessary under Applicable Law in respect of this Agreement for mining, transportation, stocking and loading of sand including performance of any obligation or exercise of any right by a Party herein.

**“Authority”** includes any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction over the subject matter(s) in question.

**“Bid”** shall mean the Bid submitted by Bidder to DCI in response to this NIEOI and subsequent correspondence between Bidder and DCI in this regard, accepted by DCI in relation to the matters set out in this EOI/ Tender.

**“Bid Due Date”** means the date on which the Technical Bid is required to be submitted in accordance with clause 9

**“Bidder”** means a company or a firm who purchased/ downloaded this EOI Document and who had made an application, and the expression Bidders shall include all such companies or firms.

**“Business Day”** means a day other than a Sunday or a public holidays in India on which DCI is open for business in Andhra Pradesh.

**“Claim”** means any claim, notice, demand, debt, account, action, expense, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature whatsoever, any losses, damages, charges, interest, assessments, penalties and

settlements, including those arising out of or in relation to any claim, suit, arbitration, proceedings and all sums paid in relation to any compromise or settlement of any such claim, suit, arbitration or proceedings.

**"Commencement Date of Work"** means the date on which the Sand Mining Agreement between Successful Bidder and DCI will be signed.

**"Financial Year" or "Operational Year"** means the period of 12 months commencing from April 01 of each year to the March 31 of the following year. However, the first Operational Year shall mean the period beginning from the Commencement Date of Work till the immediately following March 31.

**"Minerals"** means mineral or minerals as defined in "The Mines Act 1952"

**"Sand Mining"** means deployment of required resources such as man power and machinery for execution of the Sand Mining Agreement and execution of approved sand mine plan and environmental clearance, includes all necessary activity or services associated with mining of sand, maintenance, consumable, supply of fuel, marching, relocation etc.

**"Sand Mining Agreement" or "Agreement"** shall mean Sand Mining Agreement (along with all Schedules and Annexures) attached at Annexure I.

**"Sand Mining Fee"** shall have definition specified in the EOI

**"DCI"** means Dredging Corporation of India Limited, (which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives, successors and permitted assigns) having its registered office at Regd. Office: Core-2, First floor, SCOPE MINAR, Plot No.2A & 2B, Laxmi Nagar District Centre, DELHI-110 092 and having authorities to enter into Sand Mining Agreement.

**"Payment Security Bank Guarantee" or "PSBG"** means the amount to be submitted by Successful Bidder before commencement of work as security against payments to be made to DCI in accordance with clause 4 (iv) Chapter 6 of this EOI Document

**"Performance Bank Guarantee" or "PBG"** means the amount to be submitted by Successful Bidder in accordance with clause 4 (iv) Chapter 6 of this EOI Document

**"Preferred Bidder"** shall be Technically Qualified Bidder who submits the highest quote in Financial bid.

**“Sand”** is defined as a loose granular substance, typically pale yellowish brown, resulting from the erosion of siliceous and other rocks and forming a major constituent of beaches, river beds, the seabed, and deserts.

**“Stockyard”** shall mean the area identified by DCI or Business Associate or District Administration and further demarcated for stocking the Sand excavated by the BA, and from where selling to prospective buyers shall be done

**“Successful Bidder(s)”** shall be the Bidder(s) selected pursuant to terms and condition of this EOI including corrigendum/addendums through bidding process.

**“Technically Qualified Bidder”** shall be the Bidders who are found to be eligible in accordance with the prescribed eligibility conditions and whose Bids meet the requirements under this EOI Document

**“EOI”** or **“EOI Document”** means this EOI/ tender document together with the schedules/ annexures and documents referred herein, including any addendum(s) / corrigendum(s) to this EOI Document.

**“Work”** or **“Scope of Work”** means all the work required to undertaken by the BA to excavate Sand in accordance with Chapter 7 of this EOI Document

## **Chapter 3**

### **Introduction - About DCI**

#### **1. DCI Limited**

- 1.1. Dredging Corporation of India Ltd., (DCI) is under the administrative control of the four Major Ports of the Country-Visakhapatnam Port Trust, Jawaharlal Nehru Port Trust, Deendayal Port Trust and Paradip Port Trust. DCI is a pioneer dredging organization in India and attending to the maintenance dredging, capital dredging requirements and land reclamation works of all major ports since its inception in the year 1976.
- 1.2. DCI owns 11 Trailer Suction Hopper Dredgers (TSHDs) with hopper capacities ranging from 3770 cubic meters to 7671 cubic meters and two Cutter Suction Dredgers (CSDs) including one Self-propelled Cutter suction dredger. Further, DCI also own three Survey launches fitted with latest survey equipment, one high power Backhoe dredger and one Inland Cutter Suction Dredger. DCI stands today as India's premier organization in dredging and land reclamation projects.
- 1.3. In addition to the most sophisticated dredging fleet, DCI has in its fold Senior, Master Mariners, Marine/ Mechanical/ Civil engineers backed by vast experience in the field of dredging and reclamation works. The total strength of officers and staff at shore and off-shore is around 600 comprising of all discipline like Operations, Technical, Marketing, Finance, Human resources, Information Technology, Health Safety and Environment etc. Additional information about DCI can be obtained from our website [www.dredge-india.com](http://www.dredge-india.com)
- 1.4. Keeping in view the shortage of sand for the construction industry in the Indian market for infrastructure projects and considering the requirement of sand in non-housing sector; also keeping in view of National interest, DCI is in the process of obtaining sand mining licenses/ leases from the Govt of Haryana for extraction of sand from identified Land area/ River Stretches.
- 1.5. In this connection, DCI is intending to have suitable domestic firms who are in the field of mining/ extraction /supply /sale of sand for empanelment as Business Associate of DCI. DCI is in the process of obtaining licenses/ lease from Govt. of Haryana for extraction of sand from suitable mines/ river stretches. DCI shall be required to excavate sand from allocated mines/ River stretches, prepare stockyard/depot for storage of the excavated sand, transport and sale of sand. In this context, DCI is interested for empanelment of suitable Business Associate for Mining, Transportation, Stocking, loading and sale of sand.



## Chapter - 2

### 2. Scope of Work

- 2.1. DCI is in the process of obtaining licenses/ Lease from Govt. of Haryana for allocation of suitable Sand mine blocks/ river stretches in the districts of Ambala, Panchkula, Yamuna Nagar, Karnal, Panipat, Sonipat, Faridabad, Palwal and Mahendergarh for extraction of sand.
- 2.2. On the basis of actual allocation/reservation of mining blocks/ river stretches by the concerned authorities, DCI plans to prepare suitable lots by dividing the allocated blocks/ river stretches in suitable lot sizes as deemed by DCI. Selected Bidders will be asked to run one or more lots depending upon their technical and financial capability. The lots will be prepared according to geographical location and the proximity of Sand Mine blocks/ river stretches. Sand Mine Blocks/ river stretches in a particular area will be kept in one lot to ensure operational ease and efficiency. DCI reserves the right to determine and divide the allocated Sand Mine Blocks/ river stretches in suitable lots and the assigning thereof; the bidders cannot challenge the same or demand to get the same modified under any circumstances. In this regard, Decision of DCI shall be final.
- 2.3. **Bidders must note that this EOI is to select Business Associate who will mine/ excavate, transport, stock, load and sell the sand as per directives of DCI. The Role & Responsibilities of DCI and the Business Associate is described in relevant clause.**

### 3. Duration of the Empanelment

- 3.1. The duration of the Empanelment will be for 2 years, duration of the Empanelment can further be extended by mutual consent of DCI and the BA on the basis of BA's performance. However, if the performance of the BA is found unsatisfactory and it fails to meet the terms of the Empanelment and guidelines of DCI and other statutory bodies, issued from time to time for safe and successful mining operations, DCI reserves the right to cancel the Empanelment.

## Chapter 4

### Eligibility Criteria and Selection process

#### 4. Eligibility Criteria

A. The Bidder must be an Indian national, Individual (or) sole company or sole firm or Partnership Firm. JV/ Consortiums are not eligible under this EOI.

**AND**

B. The Bidder must have executed one mining/ excavation and transportation of Sand mineral work of value not less than INR 2 Crore (Rupees Two Crore only) involving deployment of excavator, truck, dumper, tractor trolley or any other HEMM during the last three (3) years

- 20 Marks will be awarded for work worth 2 Crore.
- Additional 2 marks for each Rs.50 Lakhs, subject to a maximum total of 30 marks.
- Minimum marks to be obtained for technical qualification is 20

**AND**

C. The bidder must present evidence of ownership/ hiring agreement with the owner of One Excavator, One Pay loader and 10 Tractor Trolleys which may be deployed for Mining, Transportation, Stocking and Loading of sand

- 10 Marks will be awarded for 1 set of excavator, Payloader and Tractor trolley.
- Additional 5 marks for each additional set of excavator, Payloader and Tractor trolley, subject to a maximum of 20 marks.
- Minimum marks to be obtained is 10

**AND**

D. The bidder must have minimum annual turnover of Rs. 25 Crores (Rupees Twenty Five Crore only) for each of the last three financial years i.e. 2015-16, 2016-17 and 2017-18.

- 20 Marks for turnover during each year of last 3 years of 25 crore
- Additional 2 marks for each Rs.5 crore during last 3 years or part thereof subject to a maximum total of 30 marks.
- Minimum marks to be obtained is 20

## **5. Documentary evidence to satisfy Eligibility Criteria**

A. For Criteria at Clause 4 A the following proof shall be required:

- In case the Bidder is an Individual or Proprietor, PAN Card, and GSTIN Registration Certificate, and affidavit or any other document to prove proprietorship/Individual status of the bidder.
- In case the Bidder is a Company, Certificate of registration of the Bidder has to be furnished by the Bidder.
- In case the Bidder is a partnership firm, Partnership deed containing name of the partners
- In case the Bidder is a firm, the constituents' documents along with particulars of all the members of the firm has to be furnished by the Bidder. In such case each member of the firm would be required to comply with the requirements prescribed in EOI Documents with respect to submission of documents.

B. For Criteria Clause 4 B following proof shall be required:

For work experience, Satisfactory Work Completion Certificate and work order issued by the employer (with contact details for verification to be done by DCI)

- TDS may be sought during clarification.
- In case the bidder was/is a lessee, proof of the grant of lease and copy of the return filed certified by respective District Mining Office (mentioning quantity and value of mineral produced, sold, consumed etc.)

C. For Criteria Clause 4 C, following proof shall be required:

- For ownership of equipment, Registration certificate or Insurance Paper or any other document to prove ownership in the name of bidder,
- For hiring of equipment, attested copy of valid Hiring Agreement with owner of the equipment and copy of proof of owner ship as mentioned above

D. For Criteria at Clause 4 D, following proof shall be required:

- Certificate from the Chartered Accountant of the Organization.
- Audited Balance sheets for last three years i.e. 2015-16, 2016-17 and 2017-18.

- Income Tax return for last three years i.e. 2015-16, 2016-17 and 2017-18.

## **6. Presentation to DCI Committee**

The bidders meeting the above criteria would be invited for giving a presentation to the Company on the Methodology & approach/ Competency etc and marks subject to a maximum of 20 Marks would be allocated. Minimum marks to be obtained is 10

## **7. Empanelment**

Empanelment of the bidders would be on the basis of marks obtained out of 100 as above. Minimum marks to be obtained is 60.

## **8. Financial bid**

- 8.1. All the bidder will initially submit the financial Bid in separate sealed cover. Only the financial bid of the Technically Qualified bidders meeting the eligibility criteria will be opened. The financial Bid (Sand Mining Fee) will be in the prescribed format in this tender document on basis of the amount in Rupees XXX per Cu.Metre, the bidder is agreeable to pay to DCI over and above the above the royalty to be paid to the Haryana government.
- 8.2. For example, if royalty being paid to Haryana Government is Rs.YYY per CuM and the amount to be paid to DCI as SMF is Rs XXX plus Rs. YYY per Cu.M. i.e. The Business Associate shall be paying Royalty Rs. YYY Per CuM to the Govt of Haryana and Sand Mining Fee of Rs. XXX+ YYY Per Cum to DCI.

## **9. Selection**

- 9.1. The party who has quoted the highest amount in the financial bid would be selected and awarded the work.
- 9.2. Separate Financial Bids may be invited subsequently from the Bidders qualified under this EOI for separate works or any other works allocated of DCI and the Empanelled Business Associates empanelled bidders are to quote accordingly.

## **Chapter 5**

### **EOI Process**

#### **10. Submission of EOI**

10.1. The Bidders shall be required to submit following documents prior to Bid Due Date:

- Preliminary Bid (EMPANELMENT FEE and EOI Document fee)
- Technical Bid
- Financial Bid

10.2. The Bid shall be submitted in the manner as prescribed below.

##### **a. Part – I: Preliminary Bid (Sealed Cover I)**

EOI Document fee and EMPANELMENT FEE in the desired form shall be placed in a sealed cover super-scribed “EMPANELMENT FEE AND EOI DOCUMENT FEE”, EOI No. DCI/MKTG/709/HARYANA/2019 Dt. 09-07-2019 Name of work “Empanelment of Business Associate for mining, transportation, stocking, loading and Sale of Sand in the State of Haryana”.

##### **b. Part – II: Technical Bid (Sealed Cover II)**

Technical Bid comprises of following documents as per Form A Checklist

The documents required to be submitted along with the above forms in the desired form shall be placed in sealed cover super-scribed “TECHNICAL BID”, EOI No. DCI/MKTG/709/HARYANA/2019 Dt. 09-07-2019 Name of work : “Empanelment of Business Associate for mining, transportation, stocking, loading and Sale of Sand in the State of Haryana”.

##### **c. Part – III: Financial Bid (Sealed Cover III)**

- (i) The Financial Bid in the prescribed format shall be put in a separate sealed cover and “FINANCIAL BID”, EOI No. DCI/MKTG/709/HARYANA/2019 Dt. 09-07-2019 Name of work “Empanelment of Business Associate for mining, transportation, stocking, loading and Sale of Sand in the State of Haryana”.
- (ii) The Bidder shall submit the same in the physical format as provided in Form I. This form shall be placed in sealed cover super-scribed “FINANCIAL BID”, EOI No DCI/MKTG/709/HARYANA/2019 Dt. 09-07-2019 and Name of work “Empanelment of Business Associate for

- mining, transportation, stocking, loading and Sale of Sand in the State of Haryana”.
- (iii) The SMF must be clearly shown both in figure and in words in English.
  - (iv) The Bidder shall quote SMF for entire Scope of Work. SMF shall be Rs. \_\_\_\_\_ (to be quoted in financial bid only) plus the Royalty paid/ payable (to be filled in financial bid only) to Haryana state Government plus taxes. As such the minimum amount to be quoted is the Royalty amount.
  - (v) Taxes, levies and fees applicable for the execution of the Work such as GST, royalty payable to the State and/ or Central government shall be borne by the Contractor and DCI shall not be responsible for payment of any of above. SMF shall be quoted after considering all the above to bidders account. All taxes payable by the Bidder which are not incidental to the Work, including income tax, any such duties, on electricity & water, etc., shall be on bidders account.
  - (vi) SMF quoted by the Bidder shall be exclusive of all statutory and other incidental charges for the satisfactory completion of the Work and such charges shall be borne by contractor.
  - (vii) SMF quoted by the Bidder shall be provide for the cost of labour, transportation, and materials including diesel, petrol etc., for works to be done at all heights, lifts and leads.

All the three envelopes shall be placed in one sealed cover super-scribed EOI no. DCI/MKTG/709/HARYANA/2019 and “Name of work: “Empanelment of Business Associate for mining, transportation, stocking, loading and Sale of Sand in the State of Haryana”. should be submitted at Head Office of DCI before Bid Due Date as mentioned in the Tender notice.

## **11. Opening of Bids**

11.1. Preliminary Bids will be opened on the day of Bid opening for verification of receipt of payment towards document fee and EMPANELMENT FEE. On verification and accepting the documents of the preliminary Bids, Technical Bids will be opened and assessed. The Technically Qualified Bidders will be communicated the status of Bid evaluation and Empanelment Process.

## **12. Evaluation of the Bids**

12.1. The Bid shall be evaluated to ascertain compliance of the Bidder with the eligibility conditions and requirements under this EOI Document. While examining the Bids, DCI may consider such parameters as it may deemed to relevant, including considerations:

- EMPANELMENT FEE and EOI fee are found in the sealed document cover in the required form and are of the prescribed amount;
- Technical Bid is received as per the prescribed formats along with all required documents and information;
- Bid is received by the Bid Due Date including any extension thereof;
- Bid contains all the information (complete in all respects) including the financial Bid as requested in this EOI Document;
- Only one Technical Bid has been made by the Bidder;
- Bid is generally considered to be in compliance in terms of any other parameters as may be considered relevant by the DCI.
- Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions and whose Bids meet the requirements under this EOI Document shall be declared as the “Technically Qualified Bidders” on the basis of the marks obtained in the Eligibility Criteria.

## **13. Opening of Financial Bids**

13.1. The Financial bids of “Technically Qualified Bidders” shall be opened with intimation to technically qualified firms. The Bidder quoting the highest Sand Mining Fee (SMF) shall be considered preferred bidder for award of work.

## **14. Award of Work and Agreement**

14.1. The Bidder quoting the highest Sand Mining Fee (SMF) shall be considered preferred bidder for award of work and he shall be intimated of the status and invited for further discussions.

14.2. After deliberations, The Bidder(s) shall be issued a letters of intent (LOI) by DCI. The Bidder(s) shall revert within seven days accepting the letter of intent.

14.3. The Bidders accepting the LOI must submit

- a. A Performance Bank Guarantee (PBG) within 7 days of submission of its acceptance of LOI. The PBG shall be for an

amount of Rs.10 Cr. This will be security towards performance of the Business Associate and payments to DCI.

- b. A separate Payment Security Bank Guarantee (PSBG) equivalent to the Royalty amount to the Haryana Government. This will be security towards royalty to Govt. of Haryana.

14.4. The PBG & PSBG shall not carry any interest.

14.5. DCI will sign Sand Mining Agreement on appropriate Stamp Paper (to be provided by the Bidder) in token of acceptance of the terms and conditions of the Agreement, within 7 days of submission of its acceptance of LOI. SMA shall be signed only after submission of Payment Security Bank Guarantee and Performance Bank Guarantee.

14.6. PBG shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the Agreement and the Scope of Work. The Performance Bank Guarantee should remain valid six (6) months after the completion of the Work as per the Agreement.

14.7. In case whole or part of PSBG/ PBG is encashed by DCI on account of any reason, BA shall replenish it without any fail within fifteen (15) days of such encashment.

14.8. DCI shall have right to invoke it, notwithstanding any dispute or difference between BA and DCI pending before any court, tribunal, arbitrator or any other Authority.

14.9. In case of any necessity arising after executing the Agreement and during the execution of the Work which requires alteration/modifications in the Agreement can be made after mutual understanding and consent of both the parties. The Successful Bidder will have to start the excavation activities immediately from the Commencement Date of Work. In case of failure to commence the Work within the above-mentioned period the Agreement may be terminated, at the discretion of DCI.



## Chapter 6

### Instruction to Bidders

#### 15. General Instructions

- 15.1. The Bidders are advised to read the instruction, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before submitting their offer. In case of any doubt they may seek clarification from Mr. V K Praviraj, HOD (Marketing), DCI Ltd, DCI Head office at Visakhapatnam. Bidder requiring any clarification regarding EOI may notify DCI via email to [hodmktg@dcil.co.in](mailto:hodmktg@dcil.co.in) before 1400 hours on 16-07-2019. However, no queries on Eligibility Criteria shall be entertained by DCI.
- 15.2. If the EOI Documents and forms referred to in the EOI are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the EOI/ Tender.
- 15.3. In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.
- 15.4. Canvassing in any form may lead to rejection of the offer.
- 15.5. Bids once submitted shall not be returned and shall remain the property of the DCI.
- 15.6. To assist in the scrutiny, evaluation and comparison of Bids, the DCI may, at its discretion, seek from any or all Bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening. The request for clarification and response shall be in writing or by mail.
- 15.7. DCI reserves the right to cancel the EOI process at any stage without providing any clarification to Bidders.
- 15.8. DCI reserves the right to divide the contract in suitable lots with the aim to ensure increased level of participation and reduction of single contractor dependency, the same may be done based on the potential and capability of the “preferred bidder(s)”.
- 15.9. Corrigendum/Addendum if any shall be uploaded on websites <http://dredge-india.com/tenders.html> & <https://eprocure.gov.in/epublish/app> only. Please note that there is no provision to take out the list of parties downloading the EOI/ Tender Document from the above referred websites. As

such Bidders are requested to regularly visit the website before Bid Due Date of EOI/ Tender opening to ensure that they have not missed any corrigendum /Addendum uploaded against the said EOI/ Tender after downloading the EOI Document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum will be sent to Bidders who down loaded the EOI/ tender document from the website.

## Chapter 7

### Scope and Responsibilities

#### 16. **The scope of work and responsibilities of business associate:**

- 16.1. Submission of Mining plan and getting the same approved from the Govt authorities.
- 16.2. Sand excavation in accordance with the approved Mine Plan, Environmental Clearance and MOEF Guidelines. In case of river stretches, dredgers/ other suitable equipment may be deployed for excavation of sand as per existing statutory rules.
- 16.3. Deployment of Tractor trolleys and other suitable transport to transport the sand from the allocated Sand Mine blocks/ river stretches up to the Stockyard
- 16.4. To protect allocated Sand Mine blocks/ river stretches from illegal mining and Stockyard and securing from any pilferage.
- 16.5. To deploy resources/ security guards to protect the Sand Mine Blocks/ River Stretches, sand stock and property of DCI or property of any contractor appointed by DCI installed in Stockyard or in the working area of Business Associate. The requisite security staff must be deployed at all times (24/7) during the day and night in 3 shifts of eight hours each.
- 16.6. To deploy Machinery to load sand into the buyer's vehicle as directed by DCI/ at BA's Discretion at the Stockyard.
- 16.7. To develop sand stockyard near the allocated blocks/ river stretches. Development of stockyard also includes lighting of stockyard and maintenance of approach route up to nearest access road. The sand stockyard, development of stockyard includes but not limited to the maintenance of haulage road and approach route up to nearest access road, proper lighting arrangement, all the act required for proper operation, management and security of sand stockyard
- 16.8. To provide necessary infrastructure such as temporary/ portable site office, guard cabins, etc. with power backup and net connectivity.
- 16.9. To make necessary investments and expenses to mitigate all environmental risks.

- 16.10. To install CCTV cameras as per requirements and instructions from DCI. In the event of failure of CCTV camera on more than 3 occasions during a month, penalty equivalent to the value of per day production (of the particular sand Block) can be imposed on the Business Associate for each such occasions of non-operation. The Business Associate will provide the CCTC footage to DCI on weekly basis.
- 16.11. Interacting and liaising with State Government/ Central Government or any State/ Central or any other authority/ institution as may be required for necessary clearances.
- 16.12. To provide back-to-back guarantee to DCI in the same terms and conditions as provided by DCI to State Government.
- 16.13. Handling all Environmental, social and land issues related with the work.
- 16.14. Any other activity incidental to Sand mining apart from the indicated list provided above.
- 16.15. To colour all its vehicle in the pattern and colour as directed by DCI.
- 16.16. To prohibit the entry of heavy vehicles near sand Blocks/ River Stretches. The sand excavated from Sand Mine Blocks/ River Stretches. Must be transported to the designated stockyards through tractor trolleys only.
- 16.17. To ensure that the excavation and loading must be done between 6 am to 6 pm only.
- 16.18. To ensure the erection of a display board at prominent place at sand Sand Blocks/stockyard, clearly mentioning, name of Sand Blocks, area of Sand Blocks, total sand deposit (in sqm), name of leasee (DCI), period of lease, name of Business Associate, name of manager and supervisor, along with contact numbers, name and contact numbers of contact person/in-charge in DCI who may be contacted in case of complaint, etc.
- 16.19. To maintain visitor register at the Sand Blocks/stockyard. Such register must be made available to the visiting government or DCI officials who will make suitable entries and remarks in that register.

- 16.20. To maintain daily excavation, transportation, sale and stock registers at each Sand Mine Blocks/stockyard.
- 16.21. To ensure that extraction through Mechanical devices such as pokland, JCB machine only after obtaining specific permission of concerned authorities and DCI for doing so. In case of sand extraction from River Stretches, Prior approval from concerned govt. authorities for doing the same to be obtained by the Business Associate. Refer Order of the National Green Tribunal in the matter of National Green Tribunal Bar Association Vs. Dr. Sarvabhoom Bagali (State of Maharashtra) dated 19/09/2018 regarding illegal sand mining in rivers of India.
- 16.22. To procure and install GPS/RFID in all the deployed vehicle (used to transport sand from ghat to stockyard) as directed by DCI, Business Associate shall be responsible for upkeep and maintenance of such GPS/ RFID installed in their vehicles.
- 16.23. To ensure that all the machinery deployed is as per guideline of MOEF/ NGT or any other government agency.
- 16.24. To ensure compliance of MOEF, NGT and Order/ Judgment of honourable court, Act, Regulation or any regulatory or statutory requirements applicable to sand mining, transportation, stocking and loading activity
- 16.25. To pay the rent or any incidental charges for the area identified by DCI or District Administration or BA itself to develop the sand stockyard. The area of the stock yard may be identified by DCI or District Administration or BA for stocking of sand, however Business Associate, stating the reason, may identify a suitable area near sand ghat for development of sand stockyard. Development of stockyard also includes the maintenance of approach route up to nearest access road.
- 16.26. To abide by all Applicable Laws such as but not limited to Sand Policy of Haryana, Mines Act, Regulation, MMDR and any other applicable law, rule amended from time to time.
- 16.27. To make all arrangements for ensuring safety standards as required by the laws and the best industry practices. Business Associate shall also provide for prevention of occupational health and creation of good work environment. In case of any breach and hence, penal sanctions on DCI, the same shall be borne by Business Associate over and above the penalties for loss of

production. Business Associate shall indemnify DCI in such occurrences.

- 16.28. To employ, to the extent possible, skilled man power on the project and shall pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force. Payment of provident fund for the workmen employed by him for the work as per the laws prevailing under provision of EPF and allied scheme valid from time to time shall be the responsibility of Business Associate. Business Associate shall also submit statutory returns.
- 16.29. To comply with statutory requirements of all applicable acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.
- 16.30. The Business Associate is exclusively responsible for the completion and supervision of the entire Work, either personally or through its qualified supervisory agents or staff acceptable to the DCI. Business Associate must employ technically qualified and experienced statutory staff to ensure that excavation is done strictly in accordance with the mine plan. DCI can insist on employing more supervisory staff, if required, for efficient execution of the Work. The Business Associate hereby agrees to abide by the decision of the DCI in this regard.
- 16.31. All the personnel engaged by the Business Associate in connection with the performance of the Work shall be the employees of the Business Associate and no claim shall lie against the DCI in respect of non-payment of wages or remuneration of any description due by the Business Associate to his / their employees or for any failure on the part of the Business Associate in the discharge of his /their obligations to his / their employee.
- 16.32. In the event of the DCI becoming liable for any claims by any person or persons as a result of applications of the provision of the said Acts and the Rules and Regulations and orders there under, the DCI has the right to deduct the said amount from the Payment Security Bank Guarantee submitted by Business Associate.

- 16.33. The Business Associate shall issue photo identity card / gate passes to all its employees. Further, the employees once deployed for mining, transportation, stocking and loading operations will not be changed without prior permission of DCI.
- 16.34. Protecting the property from any loss or damage from whatever causes at its own expense, during the entire Agreement. Any damage, if occurs, the Business Associate shall repair the same at its own expense to the satisfaction of DCI. The Business Associate shall be responsible for such monitoring its own material, storage areas, store house, equipment yard etc., as may be required. DCI shall not accept any responsibility for protection of the Business Associate's equipment, tools and materials.
- 16.35. All the statutory payment as per existing mining policy will be borne by Business Associate to Government
- 16.36. To provide facilities for an furnished office and residential accommodation for three DCI representatives with air conditioning of such dimensions/ nature as may be mutually agreed during the time of execution of the work

## **17. The responsibility of DCI-**

- 17.1. Project Monitoring
- 17.2. Liaison with Govt. of Haryana for obtaining Leases for the Sand Mining Blocks/ River bed.
- 17.3. DCI may take up environmental monitoring at its own discretion. However, bidder to include the environmental monitoring in his scope.

## **Chapter 8**

### **General Conditions**

#### **18. Acceptance of General Terms and Conditions**

The Bidder should unconditionally accept all the terms and conditions of the EOI Document by signing on each page of the Tender Document including schedules and annexures and submit it along with its Technical Bid.

#### **19. Authorized Signatory**

The proposal shall be signed by the Bidder or by duly authorized persons to bind the Bidder to the Agreement. The letter of authorization shall be indicated by written power of attorney which shall accompany the proposal.

#### **20. Empanelment Fee**

A non-refundable Empanelment Fee of INR 1,00,000/- (Rupees One Lakh only) shall be paid along with the EOI, in sealed cover super scribed "EMPANELMENT FEE AND EOI DOCUMENT FEE", in the form of Demand Draft in favour of "Dredging Corporation of India Limited ." payable at Visakhapatnam from any Nationalized Bank/Scheduled Commercial Bank.

#### **21. NON PAYMENT OF EMPANELMENT FEE**

Any EOI bid submitted without Earnest Money Deposit in the desired form or of inadequate amount shall be summarily rejected and no claim shall be entertained on such rejected EOI/ Tenders.

#### **22. Return of EMPANELMENT FEE**

The EMPANELMENT FEE of the unsuccessful Bidders shall be returned within 30 days of the date of declaration of Technically Qualified Bidders and shall bear no interest.

#### **23. Declaration**

The Bidder should give a declaration along with the Technical Bid that it has not enclosed any conditional offer.

#### **24. Declaration w.r.t Black-Listing of the Bidder**

The Bidder will submit a declaration to the effect that the Bidder or its director are not blacklisted by any Government organisation, has/ have not been declared insolvent or punished or sentenced by a Court of law or under any judicial/ quasi-judicial proceedings and such declaration/ punishment/sentence by a court of law if any has been/has not been



declared inoperative by any higher forum. This declaration shall be submitted along with the Technical Bid. If at any time such declaration is found false the Bid will be rejected or if the contract work is already awarded it will be terminated forthwith without payment of any compensation and the EMPANELMENT FEE/PBG will be forfeited.

## **25. Dispute Resolution**

If any dispute or difference arises between DCI and the Business Associate, firstly efforts shall be made to settle the dispute at the Company Level. Thereafter, the Business Associate shall make a written request to Managing Director, DCI for settlement of such dispute/claim within 30 (thirty) days of the cause arising the dispute/claim, failing which no dispute/claim of the Business Associate shall be entertained by DCI. A Dispute Resolution Committee consisting of three officers of DCI including one from Finance will go into details of dispute and resolve the issues. If the dispute or difference persists, the redressal of the dispute may be sought in the Court of Law i.e. under the jurisdiction of Visakhapatnam Court only.

## **26. Indemnification**

The Business Associate will indemnify and hold DCI, its employees, agents, consultants, sub-contractors or affiliates harmless from and against:-

- (i) Any losses, liability, claims, demands, causes of action or other litigation (including all costs and expenses) of any kind arising directly or indirectly in favor of any third party (including DCI or the contractor, agents, consultants or sub-contractors of any tier, personnel and their dependents) on account of bodily injury, death, loss of, or damages to property, caused by or resulting from the actions or inactions of the indemnifying party.
- (ii) Any costs, prosecutions, penalties or other liability arising due to failure of the indemnifying party to comply with the applicable law.
- (iii) Any claims, demands, clauses of action or other litigation of any kind arising out of the performance of work by the contractor in accordance with the Scope of Work.

## **27. Force Majeure**

27.1. Force Majeure means an act, event or cause which is beyond the reasonable control of DCI or the Business Associate, and not involving DCI or the Business Associate's fault or negligence, including but not limited to:

- (i) Acts of God, lightning strikes, earthquake, cyclones, floods, storms, explosions, fires and any natural disaster;

- (ii) Acts of war, acts of public animosity, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, industrial site disputes or disputes which materially stop the works for a period of more than 3 months;
  - (iii) Takeover of dedicated sand bearing area by the Government and/ or any Agency designated by government resulting in complete loss of production;
  - (iv) Regulatory changes in the mining laws prohibiting contract mining; and
  - (v) Any order passed by a Court which injunct excavation of Sand.
- 27.2. Force Majeure does not include breakdown of machinery or equipment and other disruptions which are caused by negligence or otherwise on the part of Business Associate and/ or DCI.
- 27.3. If DCI or the Business Associate (the “Affected Party”) becomes unable by Force Majeure to carry out an obligation under the Agreement strictly in accordance with the Agreement:
- (i) the Affected Party must give to the other Party prompt written notice and reasonable particulars of the Force Majeure and, so far as is known, the probable extent to which the Affected Party shall be able to perform or be delayed in performing its obligation;
  - (ii) the other Party may give notice to the Affected Party of the extent to which the other Party’s ability to comply with its obligations shall be affected by the Affected Party’s inability to comply with its obligations;
  - (iii) the relevant obligations of the Affected Party and the other Party, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure; and
  - (iv) the Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible but the Affected Party shall not have to settle any labour or other dispute creating the Force Majeure on terms contrary to its wishes
- 27.4. In the event of both DCI and the Business Associate giving a Force Majeure notice, the Parties must meet promptly and each use reasonable endeavours to reach a mutually acceptable solution to alleviate any hardship or unfairness caused by either Party as a result of the circumstances constituting the Force Majeure.

27.5. Nothing in this clause prevents DCI, during the continuation of any Force Majeure claimed by Business Associate , from taking any reasonable measure, including engaging third parties to perform the obligations of the Business Associate, for the purpose of mitigating any loss that it may incur as a result of any such Force Majeure.

## **28. Change in Work**

DCI may, without cancelling the Agreement and without notice to the Business Associate's sureties, if any, make changes within the Scope of Work or otherwise vary the Scope of Work. The Business Associate shall comply with such changes and variations in the manner and to the extent specified in written orders approved and issued by DCI

## **29. Assignment and Subletting**

The assignment and subletting of the Work is not permissible by DCI.

## **30. Event of Default**

An event of default is said to have occurred under the following conditions:

- (i) Delay in Commencement of Work due to delay in deployment of the necessary equipment, staffs, labours and other operational requirements for Sand production.
- (ii) A stock out position in the Sand Stock yard, i. e. Sand is not available for sale or on account of equipment, staffs, labours and other operational requirements for Sand production.
- (iii) The quantity of Sand to be excavated by the Business Associate is half of the target (< 50%) quantities of respective year agreed by DCO and Business Associate on account of equipment, staffs, labours and other operational requirements for Sand production.
- (iv) The Business Associate has materially defaulted and failed to comply with the terms and conditions set in the EOI Document and the Agreement.
- (v) The production of Sand is delayed for more than a year or permanently stopped due to a Force Majeure event for a continuous period of 3 (three) months.
- (iv) The Business Associate is or shall be made insolvent, or goes into liquidation or receivership or if any act is done or event occurs which has a similar effect to any of the foregoing acts or events.
- (v) The Business Associate is in serious breach of any Applicable Law or regulation affecting the Work.

(vi) The Business Associate assigns the Agreement without prior written intimation and consent of DCI

(vii) The Business Associate does not make payment to DCI within 30 (days) raising of invoice by DCI

### **31. Liquidate Damages:-**

Notwithstanding anything stated in the EOI Document and the Agreement, Business Associate shall be liable to pay Liquidated Damages in case of event of default for delay in deploying the necessary mining equipment, staff and labour and other operational requirements for Sand production. The Liquidated Damages would be calculated at 1% of the Annual Sand Mining Fee and would be determined on a weekly basis subject to a maximum of 10% of the total Annual Sand Mining Fee.

### **32. Termination for Event of Default (except due to Force Majeure) :**

32.1. In case of occurrence of an Event of Default event mentioned above, DCI shall have the option to seek termination of contract.

(i) In the case of the occurrence of Event of Default as mentioned in clause 38 DCI shall seek Liquidated Damages in accordance with clause 39. If this Event of Default continues for a period of one (01) month from the date of its occurrence, DCI may terminate the Agreement by written notice and shall invoke the Bank Guarantees provided by Business Associate.

(ii) In case of the occurrence of Event of Default as mentioned in clause 38, DCI shall be entitled to invoke 100% of the Bank Guarantees provided by Business Associate.

(iii) DCI may terminate the Agreement by written notice to the Business Associate if any Approval (including any Mining Lease, Pollution Control License, open cut approval or any other license, permit, consent or permission required for the operation of the Mine) is cancelled, suspended or revoked due to Business Associate. DCI shall invoke the Bank Guarantee provided by Business Associate in case of such a termination.

32.2. All obligations hereunder incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of the Agreement shall survive such termination,

32.3. In the event of the expiration or termination of the Agreement, Business Associate shall remove all the Business Associate's Employees, sub-contractors, all its Equipment and its goods and

materials from the Sand Mine within 3 months from the time of expiration of the termination notice.

**33. Termination due to Force Majeure :-**

If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds 3 (three) continuous months, the other Party may immediately terminate this Agreement by notice in writing to the Affected Party. In case of termination of Agreement due to Force Majeure, the Performance Bank Guarantee shall be returned to Business Associate.

**34. Determination of Sand Volume:**

For determination of sand volume for payments, the volume of excavation of sand shall be decided based on sand dispatched as per the transit pass in cubic meters, which is issued at Stockyard to lorries/any vehicle. For this purpose the Decision of DCI is final in this matter.

**35. Sand Mining Fee**

Business Associate shall be responsible for sale of sand to the potential costumers and shall pay sand Mining Fee to DCI as decided.

**36. Payment**

Within three (3) Business Days of the start of every month, DCI shall raise an invoice to Business Associate for the quantity of Sand excavated, transported to stockyard, and loaded into Lorries of buyers and sold in the previous month. The invoice amount shall be calculated by the volume of Sand determined above.

Within Fifteen (15) Business Days of the receipt of such invoice from DCI by Business Associate, Business Associate shall pay the amount to DCI as per the invoice.

**37. Non- Payment/ Delay in payment**

In case of non-payment or delay in payment beyond 15 days from the date of rising of invoice, DCI reserves the right to encash the PSBG submitted by the party after given a notice of 7 days.

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## FORM – A- CHECKLIST

### Checklist of documents to be enclosed in the Bid

S. No.	Particulars / Declaration (Yes/No)
1.	Empanelment Fee for the value as indicated in the Expression of Interest
2.	Cost of EOI Document for the value as indicated in Expression of Interest
3.	Formats enclosed-dully filled in and signed on each page along with all required enclosures, complete as per Instruction to Bidders
4.	Forms for furnishing information for Technical Bids
	<a href="#">Form – A: Checklist of documents to be enclosed in the Bid</a>
	<a href="#">Form – B: Bid Letter</a>
	<a href="#">Form – C: Status of the Bidder</a>
	<a href="#">Form – D: Fulfilment of Eligibility Criteria</a>
	<a href="#">Form – E : Details of machinery equipment, tools, tackles etc., the Business Associate proposes to deploy for the Work</a>
	<a href="#">Form – F: Declaration about relatives</a>
	<a href="#">Form – G: Power of Attorney</a>
	<a href="#">Form – H: Format for submission of Bank Guarantee</a>
	<a href="#">Annexure I - Draft Agreement</a>
	<a href="#">Annexure II - Integrity Pact</a>
	<a href="#">Annexure III – Price Proposal</a>
5.	EOI Document including all annexure and schedules duly signed by Bidder on each page

## FORM – B - BID LETTER

(On the letter head of the Bidder)

[Date]

To

Head of the Department (Marketing)  
Dredging Corporation of India Ltd  
Dredge House, port Area, Visakhapatnam -530001  
Andhra Pradesh

**Sub:** Empanelment of Business Associate for mining, transportation, stocking, loading and Sale of Sand in the State of Haryana

Dear Sir,

With reference to your EOI Document dated [date], I/ We, having examined the EOI Document and understood their contents, hereby submit my Technical Bid. Capitalized expressions used in this letter have the same meaning as ascribed thereto in the EOI Document.

1. The Technical Bid is unconditional and unqualified.
2. We have reviewed the terms of the EOI Document and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof.
3. We acknowledge that the DCI will be relying on the information provided in the Technical Bid and the documents accompanying the Technical Bid for selection of the Preferred Bidder and subsequent selection of the Successful Bidder, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Technical Bid are true copies of their respective originals.
4. This statement is made for the express purpose of our participation in the EOI process and possible selection as Successful Bidder.
5. We hereby confirm that we satisfy all the eligibility conditions prescribed in the EOI Document. Specific confirmations with respect to our compliance with the eligibility conditions are provided below:

*[Insert separate paragraphs for compliance with each of the eligibility conditions of the EOI Documents, with specific reference to enclosed documents as mentioned in the instructions.]*

6. We hereby acknowledge that if we submit or produce any document and it is discovered subsequently that such document was false or incorrect then we shall be liable under the Applicable Law for the time being in force.
7. We shall make available to the DCI any additional information it may find necessary or require to supplement or to authenticate the Technical Bid.
8. We acknowledge the right of the DCI to reject our Technical Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.
9. We declare that:
  - a. We have examined and understood the Act, all rules framed thereunder, the EOI Document and all documents referred therein;
  - b. We have examined and have no reservations to the EOI Document, including any amendment/s issued by the DCI vide corrigendum/addendums from time to time.
  - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the EOI Document, in respect of any EOI or request for proposal issued by or any agreement entered into with the State Government or any other public sector enterprise or any government, central or state; and
  - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - e. We certify that as regards matters other than security and integrity of the countries of India, we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to associate with a public sector unit or which relates to a grave offence that outrages the moral sense of the community.
  - f. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.
  - g. We further certify that no investigation by a regulatory authority is pending either against us or against our sister



concerns or against our CEO or any of our directors/ managers/ employees.

- h. We undertake that in case, due to any change in facts or circumstances during the pendency of the process, we are attracted by the provisions of disqualification in terms of the Invitation and/ or such other communication as may be addressed to us by DCI we would intimate DCI of the same forthwith.
  - i. Our firm has not been black listed/ banned for participation in tender by any Central/ State Government/ PSU/ any other body/ authority of India or any other country.
  - j. We have not made any payment or illegal gratification to any person/authority connected any with the EOI Process so as to influence the EOI process and have not committed any offence under the Prevention of Corruption Act in connection with the EOI. We also do under take that we shall disclose if any payment made or proposed to be made to any intermediaries during the EOI process in connection with this EOI.
10. We understand that you may cancel the EOI process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid, without incurring any liability to the Bidders, in accordance with the EOI Document.
  11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the State Government/DCI in connection with the selection of the Preferred Bidder, or in connection with the Tender process itself, in respect of the EOI Document and the terms and implementation thereof.
  12. We shall ensure compliance of all Government regulations / conventions/ policies/ guidelines/ orders etc. enforce related to any or all of the business activities undertaken in India or in the country of our interest.
  13. We hereby indemnify DCI Ltd, Visakhapatnam against any damage / loss/ penalty imposed by any lawful authority towards this business transaction. All such liabilities will be borne by us without demur.
  14. In the event of us being declared as the Successful Bidder, we agree to enter into Agreement and other documents in accordance with the EOI Document and pay such amounts and provide such PBG & PSBG as required therein.

15. We have ensured compliance with the EOI/ Tender Document and to the best of our Knowledge this Bid is conforming to the terms thereof.
16. We agree and understand that the Bid is subject to the provisions of the EOI Document. In no case, we shall have any claim or right of whatsoever nature if the work is not awarded to us or our Bid is not opened or rejected.
17. The Financial Bid has been quoted by us after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and feasibility and after a careful assessment of the geological and other information and all the conditions that may affect the work.
18. We shall keep this offer valid for 180 days from the Bid Due Date specified in the EOI Document or such extended duration as may be agreed with State Government.

In witness thereof, we submit this Bid letter forming part of our Technical Bid under and in accordance with the terms of the EOI Document.

Yours faithfully,

(Signature, name and designation of Authorised Signatory)  
Name and seal of Bidder

Date:  
Place:

**Enclosed:**

(a) [list and description of documents enclosed]

**FORM –C - Status of the Bidder**

Name of the Bidder

Address of Registered Office

Address for correspondence

Telephone No.

Fax No.

E-mail Address

Attested copies of Deeds, Memorandum of Association and Articles of Association to be enclosed

Name of person holding power of attorney (Attested copy of power of attorney to be enclosed)

Names of Partners with their Present and permanent address

Name of Bankers with full address and Telephone No.

PAN of Bidder (copy to be enclosed)

PF Registration No. (copy to be enclosed)

GST Registration No., if applicable (copy to be enclosed)

Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the company or any partner/proprietor of present company was associated in any capacity

Signature of Bidder with date and Stamp

## FORM – D - Fulfilment of eligibility criteria

### Part 1: Details of the Bidder

Name of the Bidder	
Legal status of the Bidder [Individual/ Partnership firm/Limited Liability Partnership/Limited Liability Company/Individual]	

### Part 2: Works executed in case of an Individual

Full postal address of the client and description of the work	Value of contract in INR	Qty. extracted/transported	Scheduled completion as per contract	Date of Commencement	Date of Completion	Reason for delay if any

### Part 3: Works executed in case of Firm or Company

Full postal address of the client and description of the work	Value of contract in INR	Qty. extracted/transported	Scheduled completion as per contract	Date of Commencement	Date of Completion	Reason for delay if any

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**Part 4:** Evidence of ownership or hiring agreement with the owner of required vehicles and HEMM S

	Name of the machinery	Number	Owned/Leased	Documentary evidence submitted
	Excavator			
	Pay-loader			
	Trucks/ Tractor Trolleys			

Signature of Bidder with date and Stamp

**Note:**

- a) In case the Bidder is a Company, Certificate of registration of the Bidder has to be furnished by the Bidder.
- b) In case the Bidder is an Individual, a copy of passport or birth certificate or voter ID card or Aadhar card needs to be furnished by the Bidder.
- c) In case the Bidder is a Firm, the constituent documents along with particulars of all the members of the firm has to be furnished by the Bidder. In such case each member of the firm would be required to comply with the requirements prescribed in the Tender Documents with respect to submission of documents.
- d) Contract agreement with mine owner
- e) Certificate of production from mine owner
- f) Certificate from statutory auditor certifying the volume of production

### Form - E Details of Machinery, Equipment and Vehicles

S.No.	Name of the machinery	Capacity/ Specification	Owned or leased	Documentary evidence shall be submitted either in the form of Ownership/Lease Agreement on Non-Judicial Stamp Paper

Note: Documentary proof to be enclosed (Registration certificate/Insurance /Purchase document/ financing paper/agreement). In case of agreement with second party, documentary evidence of ownership of equipment owned by second party to be enclosed.

Owned and capable of mobilizing should be given separately with a proper proof of the claim

Signature of Bidder with date and Stamp

## FORM- I - DECLARATION ABOUT RELATIVES

Dated \_\_\_\_\_

To  
Head of the Department (Marketing)  
M/s. Dredging Corporation of India Ltd.,  
Visakhapatnam

Sir,

**Sub :Empanelment of Business Associate for mining, transportation, stocking, loading and Sale of Sand in the State of Haryana**

We hereby certify that, we are not related to any person employed in Dredging Corporation of India Limited.

Or

We hereby certify that, the following are the persons who are employed in Dredging Corporation of India Limited and are related to me

Sl.No.	Name of the employee in DCI and designation	Nature of relationship

(Strike out /fill-in as applicable)

Thanking you,

Yours faithfully,

SIGNATURE OF THE FIRM WITH SEAL, NAME AND ADDRESS

Place :

Date :

## Form – G Format of Power of Attorney

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for “\_\_\_\_\_ (name of the work)\_\_\_\_\_”, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to DCI, representing us in all matters before DCI, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with DCI in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with DCI.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2

FOR  
(SIGNATURE)  
(NAME, TITLE, ADDRESS)  
WITNESS:

- 1.
- 2.



(ACCEPTED)

(SIGNATURE)

(NAME, TITLE,  
ADDRESS OF THE  
ATTORNEY)  
TENDER

[NOTARIZED]

a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

b) Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

## **Form – H -FORMAT OF BANK GUARANTEE**

### **PERFORMANCE BANK GUARANTEE (PBG)\ PAYMENT SECURITY BANK GUARANTEE (PSBG)**

Ref: \_\_\_\_\_  
Bank Guarantee: \_\_\_\_\_  
Date: \_\_\_\_\_

To,  
Head of the Department (Marketing)  
Dredging Corporation of India Ltd  
Dredge House, port Area, Visakhapatnam -530001  
Andhra Pradesh

Dear Sir/Madam,

In consideration of Dredging Corporation of India Limited hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (hereinafter referred to as the “Business Associate” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Authority’s Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Business Associate , resulting in a Contract valued at \_\_\_\_\_ for (name of the project)

\_\_\_\_\_ (hereinafter called the “Contract”) and the Business Associate having agreed to furnish a Bank Guarantee to the Authority against the release of retention money as stipulated by the Authority in the said contract for accuracy of the services performed amounting to Rs. \_\_\_\_\_ (in words and figures).

We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Authority immediately on demand any or, all amount payable by the MDO to the extent of \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Business Associate. Any such demand made by the Authority on the Bank shall be conclusive and binding notwithstanding any difference between the Authority and the Business Associate or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be

irrevocable and shall continue to be enforceable till the Authority discharges this guarantee.

The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Business Associate. The Authority shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Authority and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Authority and the Business Associate any other course or remedy or security available to the Authority. The bank shall not be relieved of its obligations under these presents by any exercise by the Authority of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Guarantee shall remain valid for a period of 15 months from the date hereof and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given

Dated this \_\_\_\_\_ days of \_\_\_\_\_ 2018 at \_\_\_\_\_

WITNESS  
(Name)  
(Signature)

(Name)  
(Signature)

(Official Address) Designation (with Bank stamp) Attorney as per Power of Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

Strike out whichever is not applicable. @ The date will be nine months after the date of commencement of services. However its validity should be extendable if requested by DCI, Visakhapatnam.

**Note:**

- i. The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".
- ii. The Bank Guarantee will be accepted which is issued by any Scheduled Commercial Bank in India having its office at Visakhapatnam

## **Annexure I- Draft Agreement**

- SHALL BE PROVIDED TO SUCCESSFUL BIDDER -

## **Annexure II - INTEGRITY PACT**

Dredging Corporation of India Limited (DCIL) hereinafter referred to as “The Principal”.

And

\_\_\_\_\_ (*Indicate firm name*) hereinafter referred to as “The Bidder/Contractor”

### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_ (*Name of the work*). 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) and /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 1 - 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 the 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 immaterial benefit which the person is not legally entitled to.

**b.** The Principal will during the tender process treat all Bidder(s) with equity and reason. 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 process or the contract execution.

**c.** The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or 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 persons or firm, offer promise or give to any of the Principals employees 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 or 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 any other 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)/ Contractors will not use improperly, for purposes 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 the foreign principals, if any. Further details as mentioned in the “Guidelines on 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 Indian 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 A.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B".

#### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) 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, or if 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 declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anticorruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do 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 same to the Chief Vigilance Officer.

**Section 8: Independent External Monitor/ Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent he 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 project documentation 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 the Contractor. The parties Offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, DCIL within 8 to10 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. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the DCIL Board.



8. If the Monitor has reported to the Chairman DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor would include both singular and plural'.

**Section 9 - Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders & months ---- 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 Chairman 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 or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turnout 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.

\_\_\_\_\_  
(For& on behalf of the Principal)

(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness2: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness2: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

### **Annexure III - PRICE PROPOSAL**

**Sub: Empanelment of Business Associate for Sand Mining, Transportation, Stocking, Loading and Sale of Sand in the State Of Haryana**

Sand Mining Fee proposed to carry out activities as Business Associate as per the scope of work and Terms & Conditions brought out in the EOI:-

1.	Royalty to Govt. of Haryana for extraction of sand:	_____ Rupees per cum (A)
2.	Total Sand Mining Fee offered to DCI	_____ Rupees per cum (A) + _____ Rupees Per Cum (B)

**Note**

- i.** The above rate offered shall not be associated with expenses / revenue from Business Associate activities under this EOI
- ii.** All the expenses, charges, fees etc incidental to activities of Business Associate as per Scope of work shall be to the account of Business Associate
- iii.** All taxes, levies, surcharges, etc. shall be borne by the Business Associate
- iv.** It is to note that Royalty is to be paid separately and not included in Sand Mining Fee. i.e. Business Associate shall pay
  - a. Amount A at Sl. No. 1 of BOQ to Govt. of Haryana towards royalty
  - b. Amount A+ B at Sl. No. 2 to DCI towards sand Mining Fee