



**DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE:: VISAKHAPATNAM
HB COLONY: SEETHAMMADHARA
VISAKHAPATNAM - 530 022**

TENDER

1. Ref : DCI/PO/VSP/VPA/FW-1YEAR/ 2023	Date: 28-12-2023
2. Name of the work: Supply of Fresh water to DCI dredgers/vessels to be deployed at VPA on as and when required basis through tankers as per requirement.	
3. Availability of Bids in DCI website for downloading : 28.12.2023 to 3.01.2024 upto1800Hrs.	
4. Last date of receipt of offline Bids through tender box : 03.01.2024 up to 1500 Hrs	
5. Opening of Technical bids offline through tender box : 03.01.2024 up to 1530 Hrs	
6. Contact Officer : Project Manager Dredging Corporation of India Ltd., Corporate Office, H B Colony Main road, Seethamadara, VISAKHAPATNAM – 530 022 ANDHRA PRADESH (INDIA) Ph No. 2871-284 / 9391353478 E-mailID: povsp@dcil.co.in , subramanyam@dcil.co.in	

Project Manager

Signature of Tenderer with seal
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Cover-A
Techno-Commercial Bid

Ref : DCI/PO/VSP/VPA/FW-1YEAR/ 2023

Date: 28-12-2023

SECTION I.
Invitation for bids

Offline Tenders are invited by DCIL from eligible bidders for the following work in single stage two cover bid system(Technical bid” and Financial bid / Bill of Quantities) from experienced contractors for the work mentioned below.

1. **Name of the Work** : Supply of Fresh water to DCI dredgers/vessels to be deployed at Visakhapatnam Port on as and when basis through tankers as per requirement.
2. **Period of Contract** : One year from the date of placing of work order
However, the contract can be curtailed at any stage at sole discretion of DCI.
3. **Estimated value of the work** : Rs.4,24,000/- (Rupees Four Lakhs Twenty Four Thousand Only)
4. **EMD** : Rs.8500/- (Rupees Eight Thousand Five Hundred Only) and exempted for MSME Holders.
5. **Cost of Tender Documents** : Rs.295/- (Rupees Two Hundred and Ninety Five Only) Incl GST (By way of NEFT/ RTGS) MSME holders exempted to pay the tender cost.
Bank Details for payment through NEFT payment as follows:
Bank Name : Canara Bank
DCI Current account No. 35833070000014
Branch Name: DCILTD HB Colony Main Road
Seethammadhara Visakhapatnam – 530 022.
IFSC/ RTGS No. CNIRB0013583
Swift Code No. CNRB0013583 (e-receipt to be enclosed)

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Pre-Qualification Criteria:

1. Average Annual financial turn over during the last 3 years ending 31st March 2023 should be at least Rs 1.27 Lakhs.
2. Experience of having successfully completed similar works during the last seven years, ending last day of the month previous to the one in which should be any of the following:
 - Three similar completed works costing not less than the amount of Rs.1.69 Lakhs. OR
 - Two similar completed works costing not less than the amount of Rs.2.12 Lakhs. OR
 - One similar completed work costing not less than the amount of Rs.3.39 Lakhs.
3. Similar work means the work with similar nature of work mentioned in ‘Scope of work.
4. Tenderers fulfilling the **Pre-Qualification(PQ) Criteria** with documentary proofs only should participate in the tender.
5. Tenderers may contact the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc., from 10.00 Hrs to 1800 Hrs (on working days) and submission is at 1500 Hrs. on 03.01.2024

Dredging Corporation of India Ltd. reserves the right to:

1. Issue Tender Documents only to those considered capable to execute the work.
2. Accept or reject any or all Tenders without assigning any reason whatsoever.
3. Cancel the tender enquiry at any stage without assigning any reason.
4. Accept the tender in whole or part.
5. Reject the tender received with counter conditions.
- 6.
6. **Note:** Tenderers shall send mail to “treasury@dcil.co.in” for obtaining confirmation for the receipt of Tender documents fees and EMD by furnishing details of firm/party, BG and bank details etc. DCI will acknowledge the receipt of the above after due verification. The receipt to be enclosed along with the tender.

MEMORANDUM

1. Name of work : Supply of fresh water through tankers to dci dredgers/ vessels stationed at Visakhapatnam ports as VPA on as and when required basis -Reg.
2. Period of Contract : 01 (one)year from the date of issue of work order as per the requirement of DCI Visakhapatnam on as and when require basis.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the conditions contained in the said contract for Supply of fresh water through tankers to dci dredgers/ vessels stationed at Visakhapatnam port on as and when required basis. The special conditions, specifications and General terms and conditions which have been read by me/us, read and explained to me/us so far as applicable. In default there of I/We agree to set off the extra cost if any for carrying out the work at my/our risk and cost, against the Earnest Money or Security Deposit available with the Dredging Corporation of India Limited, or its successors on demand as debt due and agree to pay any amount required to meet the extra cost of carrying out the work over and above Earnest Money Furnished by me/us and /or Security Deposit recovered from my/our interim bills.

EMD will be deposited by way of NEFT/RTGS/BG for **Rs.8,500/-** (Rupees Eight Thousand Five Hundred only) for the supply fresh water by me with DCIL. The full value of which is to be absolutely, forfeited to DCI Ltd., should I /we fail to commence the work or complete fully as specified in the above memorandum.

Signature of the Contractor
(at the time of Submission of Tender)
with Seal

Date
Day of _____

Signature of the witness to the Contractor's
Signature.

Witness:
Address:
Occupation:

The above Tender is here by accepted by me on behalf of
DCI Ltd. This _____ day of 2023

Signature of Tenderer with seal
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SCOPE OF WORK:

Dredging Corporation of India Ltd., PO Visakhapatnam is carrying out dredging work at VPA Sand Trap and other areas of Visakhapatnam port, fresh water is to be supplied to DCI Dredgers/vessels/Crafts deployed at Visakhapatnam. The approximate quantity of fresh water to be supplied through Tankers 200 Tons per month and 1000 Tons per year on as and when required basis , depending on the requirement/situation. However the quantity will be decided as per actual and is purely under discretion of DCI.

The contractor has to make all arrangements for supply of Fresh Water at a notice period of 24 hours. The contractor is required to supply the fresh water by Tankers to DCI Dredgers/Crafts safely and obtain receipt for quantity supplied from the Captain/Master of the vessel.

The Contractor has to arrange necessary tankers with suitable pumps and hoses of sufficient length including labor and all equipment, towing equipment, etc. and whatever the nessacery equipment. The Contractor is required to supply the quantity of fresh water in full for the requisition made by the DCI. The contractor should ensure that only standard potable water is supplied to dredgers and should submit the certificate confirming the source of water and its quality. Further, the Contractor shall collect sample of the fresh water during each supply in presence of Master/authorized representative, get it tested at government approved laboratories and produce the test certificate to PO Visakhapatnam and the Master of the vessel indicating the suitability of water for human consumption and water test reports should be submitted on demand of the Master of the vessel.

GENERAL CONDITIONS OF CONTRACT

1. The Tenderer should submit sealed tender in single cover- two bid system through offline tender box provided at PO VSP the same shall be published on DCI website i.e www.dredge-india.com Before due date and time. The tenders will be opened on the opening day mentioned at page no-1.
2. The Tenderer should submit EMD of **Rs.8,500/-** (Rupees Eight Thousand Five Hundred only) by way of NEFT/RTGS/BG and MSME holders are exempted for this and need not pay, please attached valid proof of document.

The above mentioned EMD is to be submitted if by way of BG in favour of Dredging Corporation of India Limited, Visakhapatnam from any scheduled bank copy to be submit along with tender as a proof of payment. If the EMD submitted in the form of BG should be valid for a period of 90 days beyond the contract period. The Earnest Money Deposit shall not carry any interest. The tenderer should be attached the copy of receipt BG.
3. The Tenders for the work will be based on **Two bid system**. The bid should contain two covers (i.e.) Cover-A “Techno-Commercial Bid”, with relevant documents and Cover-B “Price Bid” in one separate cover and should be submitted in sealed condition duly super scribed as Tender for “Supply of fresh water through Tankers to DCI dredgers working at VPA Visakhapatnam on ‘as and when required’ Basis”.
4. The tenderer should study the tender document carefully understand the Special and General Conditions before submission of his tender. He may get himself acquainted with the nature and scope of work and the local & site conditions before quoting the tender.
5. The Tenderer should sign on all the pages of the tender documents before submitting his tender. The Tenderer should quote his rates both in figures as well as in words in the bill of quantities. However, if discrepancy is found, the rates written in words shall be taken as final.
6. When Tenderer signs a tender in Indian Languages, the rates tendered should also be written in the same language. In case of illiterate Tenderers, the rates tendered should be attested by a witness.
7. No tender document will be issued after the last date and time fixed for the issue of tenders.
8. Tenders not accompanied with cost of tender document and Earnest Money Deposit as specified or found to be incomplete in any respect are liable to be summarily rejected.
9. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing are liable for outright rejection.
10. Tenders containing uncalled remarks or any additional conditions are liable to be rejected.
11. All statutory levies Port dues/charges, licenses etc. required if any shall be borne by the Contractor.
12. The Contractor while executing the work is responsible for the claim amount out of injury/loss of life of his workmen working on the tankers and the personnel of DCI and third party carried. The Contractor shall indemnify the Corporation from all such claims, acts, suits accidents, death, and injury arising out of during the contract period and No way connectivity for DCIL.
13. The offer should be submitted in two cover system as described below:

Signature of Tenderer with seal
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(a) Cover-A: Super scribed on it “Supply of fresh water through Tankers to DCI dredgers working at VPA Visakhapatnam on ‘as and when required’ Basis” shall consists of the following documents:

- (i) Tender document cost Rs.295/-incl GST and exempted for MSME holders
- (ii) Proof of payment of EMD by way of BG(Bank Guarantee) in favour of M/s Dredging Corporation of India Limited from any Nationalized Bank payable at Visakhapatnam. and exempted for MSME holders
- (iii) Copies of certificates of registration of the tankers offered for supply of fresh water to be submitted.
- (iv) Proof of experience of having executed water supply works satisfactorily and work done certificate from employer as per PQ criteria.
- (v) A Bid form except the price schedule completed in accordance with tender.
- (vi) Party has to submit the proposed tankers owned by firm/proposed for hire for the said work..
- (vii) Duly signed tender document.
- (viii) Audited Balance sheet of company for the last 3 (three) years ending March’2023 meeting the average annual financial turn over as mentioned in PQ criteria.
- (ix) PAN number of the firm
- (x) GST registration of the firm
- (xi) Power of attorney on stamp paper, in favour of the person authorized to sign the tender document.
- (xii) Copies of document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
- (xiii) Vendor registration form as per format provided in the tender.
- (xiv) Party has to submit Port Vendor registration certificates/licenses/ Permission from VPA .

(b) Cover-B Super scribing on it “Supply of fresh water through Tankers to DCI dredgers working at VPA Visakhapatnam on ‘as and when required’ Basis”– ‘Financial bid’ should contain only the bill of quantities.

14. (a) Both Cover-A (Technical Bid) and Cover-B (Financial Bid) shall be put in a separate sealed envelope, super scribing thereon the Name of work, date notified for submission of Tender and Name of the Tenderer and address.

15. The EMD will be refunded to the unsuccessful Tenderers without interest, after finalization of the Tenders maximum days of 60 days.

16. **Performance Security:**

- i. Successful tenderer shall be required to furnish performance security of 10% of contract value by way of NEFT/RTGS/BG. If the party willing to submit in the mode of BG shall be taken in favor of Dredging Corporation of India Limited payable at Visakhapatnam within 5 (Five) days from the date of issue of Work Order. Bank Guarantee is submitted against Performance Security, it should be valid till 90 days beyond completion of contract.
- ii. Alternatively, the contractor may opt for conversion of EMD amount into Performance Security and the balance amount shall be submitted in the mode of BG from scheduled / Nationalized bank to the corporation as Performance Security within 5 (Five) days from the date of issue of the Work Order.
- iii. Performance Security will not carry any interest. The same will be returned after completion of work duly certified by DCI Project Manager or its representative by submitting contractor No Dues No claim certificate.
- iv. Failure of the successful Bidder to furnish Performance Security within 5 (Five) days from the date of issue of work order, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

Signature of Tenderer with seal
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V Security deposit

Security deposit of 5% of admissible bill value shall be deducted from each running account bill. Security Deposit will not carry any interest. On successful completion of contract, the Security Deposit will be refunded to the contractor upon submission of "No dues and No claims" certification letter. DCI shall be at liberty to deduct from the Security Deposit/ Performance Security Deposit such sums as are due and payable by the successful tenderer to the company as may be determined in terms of the contract, and the amount shall be appropriated from the Security Deposit/Performance Security Deposit accordingly.

17. The Tenderer should enclose one set of Photostat copies of all certificates of registration etc. of the tankers and assisting accessories along with the tender.
18. Bids which are inconsistent with the nature of work in the opinion of DCI will be rejected.
19. Income Tax will be recovered as per Income Tax Act and certificate to that effect will be issued at the end of financial year.
20. Conditional tenders will be summarily rejected.
21. The Contractor should comply with all Contract Labour Act, Minimum Wages Act. Bonus Act, P.F. Act etc. in force and should pay the minimum wages, Bonus, CPF, Medical expenses, OT if any to his workers engaged on the work and comply with the minimum wage Act. The rates quoted deemed to have been included all the above provisions and no extra claim will be entertained. The Contractor shall indemnify the Corporation against any legal action that may be instituted against the Contractor for his failure to comply with the above Acts.
22. The tenderer will have to give information regarding any current litigation in which the Tenderer is involved (Annexure – I).
23. The Contractor will have to give a certificate that "He is not related to any officer of Dredging Corporation of India Limited or any officer of the rank of Under Secretary or above in the Ministry of Shipping, Government of India. The contractor should give a declaration along with his tender about the names of the relatives, who are employed in DCI Ltd." (Annexure-II)
24. The tenderer shall have to give a certificate that the contractor had not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence in the bid process and have not committed any offence under the Prevention of Corruption Act 1988 in connection with the bid.(Annexure-III).
25. The contractor shall have to give a certificate that the contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.(Annexure-III).
26. Details of Bank account for electronic transfer of payments (Annexure-IV).
27. This contract shall be governed by the Indian Contract Act and in case of any dispute; the same shall be referred to the jurisdiction of the Courts at Visakhapatnam only.
28. In the event of any dispute or difference between the Contractor and the Corporation arising out of or under these conditions or in connection with this contract shall be referred to a sole Arbitrator or the person to be appointed by the Managing Director of Dredging Corporation of India Ltd., and the decision of the Arbitrator shall be final and binding upon both the parties. Such arbitration shall be held at Visakhapatnam and in accordance with the Indian Arbitration Act 1996 including any

Signature of Tenderer with seal

statutory modifications of re-enactment thereof. The Arbitration may from time to time with consent of the parties enlarge the time for making and publishing the award. The arbitrator shall give reason for the award.

29. If the contractor abandons the contract or fails to commence the work without valid reasons or unable to supply the Fresh water as per the contract, DCI, after giving 05 days' notice in writing to the contractor, may carry out the work in full or part as deemed necessary at the risk and cost of the contractor. The cost incurred due to the contractor's default as above, will be deducted from any payments due or becomes due to the contractor or from any other contract without prejudice to any other method of recovery.
30. **Payment Terms** :Payment will be made on monthly basis for the work done as certified by the Master of the vessel/ Project Manager /site-in-charge within 60 days from the date of submission of the bill in duplicate along with copies of "work done certificate" duly signed by the Captain /Master of the vessel/Project Manager/ site-in-charge, PF payment receipt, Labour payment receipt for the previous month, and GST remittance receipt etc. complete in all aspects. However, with GST remittance receipt, the invoice will be return back.
31. The contractor shall arrange sufficient length of hoses and required capacity of pumps for supplying the fresh water from tankers to dredger's fresh waters tanks.
32. As DCI is an ISO 90001:14001 (Environmental Management System) certified company, DCI is committed for prevention of pollution by implementing environment friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining to environmental protection. Also, the contractor shall adopt the Environment friendly procedures for execution of work.
33. In case of backing out from the contract for any reasons within the contract period and during the extension period if any, the entire EMD/SD/PSD will be forfeited.
34. The contractor should arrange insurance for the workmen engaged on tankers and the policy should be valid during the entire period of the contract and extension period if any.
35. **Period of Validity of Bids**: The Tenderer should keep open the validity of the Bid for 90days from the date of opening of Cover-A 'Techno-commercial bid'. It is also obligatory for the tenderer to keep the validity open for another 30 days in case a request in writing or by mail by DCI is made before the expiry of the initial validity period of 90 days as stated above. The date of receipt of the request from DCI should be acknowledged. Should any tenderer withdraw his tender during validity period, EMD submitted by the tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
36. **Signing of Contract Agreement**
Bidder has to execute Contract Agreement along with performance security deposit in the mode of BG to be submitted as per Annexure-B on Non- Judicial Rs.100/- Stamp Paper at his own expense, within 05(Five) days of the issue of work order from the DCI. Failure of the successful Bidder to execute signed contract agreement as per conditions of tender within the specified period, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.
37. **Commencement of work**
The work should be commenced by the contractor within **05** days from the date of placement of work order. Work order shall be communicated to the successful bidder by means of e-mail/post/by Hand.
38. **Period of Contract**
Period of contract is 01 (one) year from the date of placing of work order as per Discretion of DCI. However, the contract can be curtailed at any stage at sole discretion of DCI

SPECIAL CONDITIONS AND SPECIFICATIONS

1. Dredging Corporation is carrying out dredging operation in VPA Visakhapatnam for a period of one year and the fresh water will be supplied on as and when required basis through tankers to the dredger(s)/vessels.
2. Interested Tenderers are advised to acquaint themselves, before quoting their rates, the working conditions having bearing on supply of water through water tankers. The Tenderer shall be deemed to have inspected the site and acquainted himself with the scope of work and other conditions effecting the supplying of water before submission of Tender. Claim made on account of any variation in conditions and insufficiency of the above data will not be entertained.
3. The Contractor shall notify the sources from where fresh water would be collected for supply of the Fresh Water and produce necessary test certificate regarding the portability of water from concerned authorities and also produce certificate from concerned authorized Surveyor regarding suitability of the tanks of the Tankers to Project Manager DCI, Visakhapatnam from time to time.
4. As the dredging operations are to be carried out by DCI dredgers round the clock on all days including Sundays and holidays, Contractor will have to supply fresh water to the dredger(s) basing on project office DCI requisition irrespective of Sundays and holidays at the rates quoted by the Contractor and accepted by the Corporation. Contractor has to supply fresh water by tankers during the period when the dredger is under maintenance alongside berth.
5. a) Contractor shall ensure that there is no interruption in supply of fresh water to the dredger. If the Contractor fails to supply fresh water to the dredger, the Corporation without prejudice to other remedies, reserves the right to get the water supplied through other Agencies at the risk and cost of the Contractor and to deduct the sums from the contractor from his bills or from any amounts due to the Contractor. In the event of any dispute arising under this condition between the parties, the decision of the Project Manager DCIL, Visakhapatnam shall be final and binding on both the parties.
 b) The contractor shall ensure to arrange sufficient number of Tankers and suitable pumping capacity of motor such that the minimum rate of supply shall be 30 MT/ hrs and there should not be stoppage of supply at any point of time during supply of fresh water to DCI Dredgers. Depending upon the time required for refilling of tankers, the Contractor shall mobilize sufficient number of Tankers so that, one filled Tanker is always kept standby while the fresh water is being supplied from another Tanker.
6. The Contractor will be informed about the time of supply of fresh water 24 hrs. in advance, and the Contractor is required to keep ready the tankers. The Contractor is solely responsible for ensuring and accounting for the quantity as supplied on board the dredger. The quantity as supplied shall be certified by the Master of the Dredger.
7. The total requirement of fresh water will be about 200 Tons per month by tankers. The quantity of fresh water shown is indicative only and subject to vary as per vessels requirement. The Contractor can claim actuals if the quantities are altered to suit the vessel's demand.
8. Contract will be temporary/permanent termination within 05(**Five**) days notice if the services of the Contractor are found to be inadequate or unsatisfactory. For Administrative reasons, DCI reserves the right to fore closer the Contract by giving five days' notice period.
09. All the running expenses of contractor's tankers and assisting accessories, crew wages, HSD Oil and lubricants, repairs. Servicing, maintenance etc. all shall be entirely to the Contractor's account.

Signature of Tenderer with seal
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10. Taxes, if any, port dues, wharf age etc. for his tankers and assisting accessories are to be borne by the Contractor and he should see that valid documents are always available for verification and also the contractor should extend the validity of same before due date during the tenancy of the contract.
11. The Contractor should obtain necessary permission from Port Authorities for port entry of the tankers inside Port area and for carrying persons and materials. The Crew members employed by the contractor should also have valid certificate/license as required by VPA and DCI Ltd.
12. The Contractor should ensure that all the Port rules are duly observed. The Contractor will be responsible for any loss or damage caused to the vessel and personnel and the third party and shall indemnify the DCI and VPA from any claims of such damages.
13. Interim / monthly bills will be paid after invoice submitted by party after deducting Security Deposit at the percentage specified in the tender. The PSD/SD/EMD will be refunded within 60 days after successful completion of the Contract period of one year. Payment will be made on submission of interim bills in order along with GST remittance if any, within 60 days from the date of receipt of complete bill along with delivery challans duly certified by the Captain/Master of the concerned dredgers on actual and proof of GST remittance.
14. No escalation charges due to hike in the price of fresh water, fuel, material, labour and other consumables etc. shall be admissible during the period of the contract. The rates quoted shall include all such exigencies and continue the same throughout the tenure of the Contract and the extended period.
15. No idle time, mobilization and de-mobilization charges will be paid to any tanker, equipment, etc.
16. The Contractor shall quote his rate all inclusive all excluding GST. The GST at applicable rate shall be reimbursed on submission of proof of payment by the contractor.
17. If any sum be recoverable from the contractor the same shall be recovered first from any sum due to the contractor against any current bill of the contractor and/ or from his Security Deposit / or from any sums payable from other contracts with Corporation and shall be paid on demand as debt due to the Corporation.
18. The tankers and assisting accessories will at all times work under the provisions of the Indian Ports Act, the Major Port Trust's Act and Port Rules and Bye-laws of VPA.
19. The contractor shall indemnify and above have harmless the Corporation against all claims and damages that may accrue to the authorities or third party. Tanker and assisting accessories should be covered under third party insurance as required.
20. In case the crafts and assisting accessories runs aground or sinks the owner shall with due dispatch refloat or raise or remove the wreck of craft at his cost so that the port waters are always kept navigable and clear and until the same shall be raised, removed and cleared.
21. The contractor shall forthwith and with due dispatch raise and remove any plant floating or tanker or equipment belonging to them or employed by them for fresh water supply which may sink in the course of the execution of the works, the same shall be raised, removed and cleared, the Contractor shall set all such and display at night such as lights and do all such requirements for the safety as may be required by the Port authorities. In the event of the Contractor not carrying out the obligations imposed on him by this clause the Port Authorities may through some other agency raise, remove and clear such sunken plant or crafts and marking with buoy and light the same in the night and the contractor shall reimburse to the Port authorities or DCI all charges incurred in connection therewith, which the Port Authorities shall be at liable to recover as a debt due. In such eventuality the

Signature of Tenderer with seal

contractor shall indemnify and above have harmless the Corporation against all claims and damages that may accrue to the authorities or third party.

22. The Contractor shall also follow all labour laws in force. All safety and other requirements of tanker and assisting accessories should have safety appliances etc. should be maintained as required statutorily.
23. The tankers and assisting accessories which will be used by the contractor for supply of fresh water to dredger(s) should be in a position to reach areas for work. The decision of the Project Manager regarding the suitability of the tanker shall be final.
24. The rates quoted by the tenderer vide Bill of quantities is subject to conditions mentioned in Scope of work, General conditions, special conditions and specifications. Memorandum, Notice Inviting Tenders and other details enclosed in the tender documents.
25. The rates quoted by the contractor and accepted by DCI shall remain firm during the period of the contract and if extended period also and no request for enhancement of rate will be entertained at any stage.
26. In the matter of interpretation of terms and conditions, special conditions etc. covered under various clauses of this contract, decision of the Project Manager shall be final and binding on the contractor.
27. In the event of breach of contract by the contractor and/or if the contracts cancelled due to default on the part of the Contractor and the balance work is awarded to another agency to be carried out at the risk and cost of the contract or committing the breach of the contract or default, the Corporation would be entitled to withhold any sum due as a result of the said breach of default.
28. Safety during transportation: Suitable lifesaving equipment, firefighting equipment shall be provided by the contractor on his tankers engaged and no liability shall be accepted by the Corporation whatsoever may be reasons.
29. If the contractor abandons the contract or fails to commence the work without valid reasons or unable to supply the water through tanker as per the contract, DCI may giving 05days notice in writing to the contractor, will carry out the work in full or part as deemed necessary at the cost and risk of the contractor. The cost incurred due to the contractor's default as above, will be deducted from any payment due or becomes due to the contractor or from any other contract without prejudice to any other method of recovery.
30. GST as applicable on actual shall be reimbursed by DCI on production of proof for payment to the authority if applicable.
31. The Tenderer, while executing the work shall be responsible for safety of his workmen employed on Tankers. The Corporation shall not be liable for any damage or compensation arising out of any accident or injury to any workmen or other persons or loss of life in employment of the tenderer and the tenderer shall indemnify DCI against all such damages or compensations and against all claims, damages, proceedings, costs, charges and expenses, whatsoever in respect of or relating to this contract.
32. The contractor should arrange Insurance for the workmen engaged for the above work and the policy should be valid during the entire period of contract.
33. The tenderer should comply with all labour laws such as Contract Labour (R&A) Act, Minimum Wages Act, Bonus Act, P.F. Act etc. and other Statutory Enactment applicable to this contract and in force.

Signature of Tenderer with seal

The Tenderer should pay minimum wages, bonus, CPF, Medical expenses, over time if any, to the workers engaged by him. The rates quoted are deemed to have been included all the above provisions and no extra claim on this account will be entertained even if there is a change or rise in wages, etc. The Tenderer shall indemnify the Corporation against any legal action/proceedings that may be instituted against the tenderer for his failure to comply with the above Acts.

34. The Tenderer should submit his P.F. Account No. along with this tender or before commencement of work and he should pay the premiums also, failing which DCI shall recover an amount equal to 25.16% of the employee wages i.e., 12% towards Worker Contribution +12% towards Employer's Contribution+1.16% towards Administrative charges or as amended from time to time by the P.F. Authorities. Such recovered amount will be directly deposited to DCILECPF Trust, VSP.
35. DREDGING CORPORATION OF INDIA LIMITED RESERVES THE RIGHT:
 - (a) To cancel or withdraw this enquiry in full or part at any stage without assigning any reasons or whatsoever and no further correspondence will be entertained in this regard,
 - (b) To reject or accept any tender offered irrespective of whether it is lowest/ highest without assigning any reason or whatsoever and no further correspondence will be entertained in this regard.
36. In the event of cancellation of the contract due to delay in commencing the work, the work order issued will be cancelled and the Earnest Money Deposit and Security Deposit will be forfeited.
37. In the matter of interpretation of various rules, clauses, specifications, general conditions, the decision of the Project Manager, DCIL, Visakhapatnam shall be final and binding on the contractor.
38. In case of backing out from the contract in any reasons including extension period, the entire Performance security will be forfeited.
39. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the DCI or VPA, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the DCI against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and / or to any person including the Contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor shall NOT be reimbursed by the DCI.
40. Liquidated Damages : In the event of failure of the contractor to provide Services to the Corporation, Liquidated damages @1% of contract value per week or part thereof, up to a maximum of 10% of the Contract value will be levied.
41. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Limited (DCIL) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
42. Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCIL.
43. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients.
44. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DCI shall be in English only.
45. Any bid received by the DCIL after the deadline for submission of bids prescribed by the DCIL due to

Signature of Tenderer with seal

reason as mentioned in tender document will be rejected and returned unopened to the Bidder.

46. Contractors' Price is Inclusive of All Costs.

The Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading equipment and ancillary spares, watch-keeping, lighting, running expenses of the tankers including fuel, oil, grease, wages of crew, port dues, wharfage / jetty charges, payment of fees, duties, taxes excluding GST to the appropriate authorities and other things of every kind required for the completion work.

47. Taxes and Duties

The contractor shall pay all taxes, levies, duties, etc. excluding service which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract. If any new taxes and/or increase / decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract. The GST will be reimbursed to the contractor subject to production of proof of payment made to the GST authorities.

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

49. DCI instructs to operate only one method of supply of fresh water i.e., by tankers.

50. DCI may award the work to the lowest bidder of BOQ provided the bidder who has qualified the techno-commercial bid.

51. The mode of operating the contracts i.e., supply of fresh water by tankers is purely on the discretion of Project Manager DCI and reserves the right to operate as per convenience of the master of the vessel / Project Manager/Site In-charge and Project Manager decision will be final.

52. In the event of failure or breach of the contractual obligations, the firm /contractor will be blacklisted and prevented from participating in the future tenders of the corporation for a specified period and EMD will be forfeited. The period of blacklisting and manner of black listing can be decided by the competent authority.

53. The contractor has to obtain the permission / license / RFID passed etc from VPA for supplying the fresh water to our vessels at VPA. Otherwise tender will be cancelled

DCI/PO/VSP/VPA/FW-1YEAR/ 2023

Date: 28-12-2023

1. Bid Form

Date.:28-12-2023

To:

M/s. Dredging Corporation of India Limited,

Sir,

Having examined the bidding documents including Addenda Nos.*[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver "Supply of fresh water through Tankers to DCI dredgers working at VPA 'as and when required' Basis" in conformity with the said bidding documents as may be ascertained in accordance with the Schedule of Prices submitted separately as a Price Bid and made part of this Bid.

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

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

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

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

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

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

Dated this _____ day of _____, 2023.

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Signature of Tenderer with seal
Page **15** of **22**

ANNEXURE-B

FORM OF AGREEMENT

This agreement made this _____ day of _____, 2024 BETWEEN the Dredging Corporation of India Limited, a company registered under the Indian Companies Act, 1956, having its head office at Dredge House, G-Floor, HB Colony, Sithammadhara, VISAKHAPATNAM – 530 022 (hereinafter called “the Employer”, “which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One _____ (name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part.

WHEREAS the “Employer” is desirous of availing the services for “**Supply of Fresh water to DCI dredgers / vessels working at VPA Visakhapatnam through Tankers on as and when require basis**” and the Contractor has offered to execute the work for “**Supply of Fresh water to DCI dredgers / vessels working at VPA Visakhapatnam through Tankers on as and when require basis**” AND WHEREAS the CONTRACTOR has deposited a sum of Rs. _____ as Performance Security in the form of _____ for the due fulfillment of all the Conditions of the Contract:

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:

- The Contract Agreement
- The Letter of Acceptance/ Work order
- The Tender submitted by the Contractor
- Instructions to Tenderer
- Conditions of Contract
- Specification for the Works
- Price Bid
- Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).

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

That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the “Contract Price” of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

CONTRACTOR

Signature :

Name :

Designation & Seal :

Witness In the presence of

EMPLOYER

Signature:

Name :

Designation & Seal :

Signature

Name & Address:

Signature

Name & Address:

Signature of Tenderer with seal

PROFORMA

Date:

To

The Project Manager,
Dredging Corporation of India Limited,
Dredge House, Port Office, G-Floor
Sithamma Dhara HB Colony,
Visakhapatnam-530022.

Sir,

Sub: Tender for “Supply of fresh water through Tankers to DCI dredgers working at VPA Visakhapatnam on ‘as and when required’ Basis”– Reg.

A. With reference to your Tender No. Ref : DCI/PO/VSP/VPA/FW-1YEAR/ 2023 Date: 28-12-2023 and as per GCCCI:23, we hereby certify that, we do not have any current litigation with any party/ firms

‘or’

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

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

Thanking you,

Yours faithfully,

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

PROFORMA

Date:

To

The Project Manager,
Dredging Corporation of India Limited,
Dredge House, Port Office, G-Floor
Sithamma Dhara HB Colony,
Visakhapatnam-530022.

Sir,

Sub: Tender for“ Supply of fresh water through Tankers to DCI dredgers working at VPA Visakhapatnam on ‘as and when required’ Basis” – Reg.

A. With reference to your Tender Ref: DCI/PO/VSP/VPA/FW-1YEAR/ 2023 Date: 28-12-2023 and as per GCCCI:24, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘or’

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

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

Thanking you,

Yours faithfully,

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

Annexure-III

DCI/PO/VSP/VPA/FW-1YEAR/ 2023

Date: 28-12-2023

PROFORMA

Date:

To

The Project Manager,
Dredging Corporation of India Limited,
Dredge House, Port Office, G-Floor
Sithamma Dhara HB Colony,
Visakhapatnam-530022.

Sir,

Sub: Tender for "Supply of fresh water through Tankers to DCI dredgers working at VPA Visakhapatnam on 'as and when required' Basis" – Reg.

A. With reference to your Tender Ref: DCI/PO/VSP/VPA/FW-1YEAR/ 2023 Date: 28-12-2023 and as per GCC:25, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the Prevention of Corruption Act in connection with the bid.

and,

B. As per GCC Clause: 26, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature of Tenderer with seal
Page **19** of **22**

Annexure-IVVendor Form

1. Vender Details

a) Name of the Vendor :

b) Address :

c) Place of Registration :

d) Principal place of
business :

e) Email ID :

f) Contact No. :

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

a) PAN No. :

b) GSTIN :

c) Type of Vendor : Registered / Unregistered / Composite Dealer
(Tick whichever is applicable)a) Bank Name, Branch &
City :

b) Bank Account Number :

c) IFSC :

Signature of Tenderer with seal
Page **20** of **22**

DCI/PO/VSP/VPA/FW-1YEAR/ 2023

Date: 28-12-2023

Checklist for Techno-Commercial & Price Bid**TECHNO-COMMERCIAL:**

1. Cost of tender document Rs.295/- (Rupees Two Hundred and Ninety Five Only) Incl GST (By way of NEFT/ RTGS)
2. Proof of Earnest Money Deposit NEFT/RTGS/BG to be attached)
3. Duly filled and signed Bid Form.
4. Documentary evidence/ experience of having successfully completed similar works during the last seven years, ending last day of the month previous to the one in which tenders are invited.
6. Copies of Authentic performance certificates such as Work Order/Agreement/Work Completion Certificate obtained from the client indicating the bidder has carried out similar works successfully to be produced to establish the credibility mentioning total value of work and period of completion of work
7. Audited balance sheet for the last three years ending 31st March'2023 as per PQ.
8. PAN Number issued by Income Tax Authorities.
9. GST Registration Number.
10. Bank Details along with 'Cancelled Cheque'.
11. Registration with provident fund authorities.
12. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
13. Copies of VPA vendor registration certificate / document defining place of registration and principal place of business of the company or partnership.
14. Certificate for current litigation, relatives, not made any payment or illegal gratification to any person / authority connected with the bid process and Bank account details in accordance with Clause No. 23, 24, 25, 26 & 27 of GCC .
15. Vendor Registration Form.
16. Downloaded Tender Document duly signed on all the pages by tenderer.

Signature of Tenderer with seal
Page **21** of **22**

Ref : DCI/PO/VSP/VPA/FW-1YEAR/ 2023

Date: 28-12-2023

Cover - B

PRICE BID
Bill Of Quantities

Name of work: **“Supply of fresh water through Tankers to DCI dredgers working at VPA & GPL, Visakhapatnam , on ‘as and when required’ Basis”.**

Sl. No.	Description of the item	Rate per MT (Rs) (A)	Quantity In MT (B)	Total Rs. (A+B)
01	<p>Supply of Fresh water to DCI dredgers / vessels working at VPA Visakhapatnam through Tankers on as and when required basis, as per the directions/instructions of Project Manager DCI Project Office, Visakhapatnam.</p> <p>(Rate quoted shall be inclusive of cost of water, hire charges of Tankers with required hoses, pumps and boosters, materials, labour, manning of Tankers, operations, Fuel Oil, Lube oil, Port charges/dues, Wharfage, transportation, gate passes and all other charges & taxes if any except GST)</p>		1000	

Note for BOQ:

- i. Water testing report shall be submitted for each supply of fresh water to our dredger/vessel at no extra cost.
- ii. Approx. requirement of fresh water is 500 MT in a month. Same is only indicative and is subject to vary as per actual requirement. Payment will be made for the actual quantity of fresh water supplied to our dredger/vessel as certified by Master of vessel.
- iii. No escalation will be payable in any manner on any item throughout contact period.

Signature of Tenderer with seal
Page **22** of **22**