

<u>TENDER FOR PROCUREMENT OF 100Ah SMF batteries for</u> <u>FY 2024–25 THROUGH E-PROCUREMENT.</u>

LAST DATE OF RECEIPT OF TENDER DOCUMENTS : 08.05.2024

DATE OF OPENING OF TENDER

: 17.05.2024

Table of Contents

SECTION – I	TENDER	6
SECTION – II	SCOPE OF WORK	7
SECTION - III	GENERAL AND SPECIAL CONDITIONS OF CONTRACT	8
SECTION – IV	TECHNICAL SPECIFICATIONS	11
SECTION-V	PRICE BID (BILL OF QUANTITIES)	12
ANNEXURE – 1	UNDERTAKING ABOUT ILLEGAL GRATIFICATION	14
ANNEXURE – 2	DECLARATION ABOUT RELATIVES	15
ANNEXURE – 3	BANK GUARANTEE FOR EARNEST MONEY DEPOSIT	16

Tender No.DCI/HR/GS/60 KVA UPS Batteries/2024

Dated: 08/05/2024

То

Dear Sir,

Sub:- Procurement of 60 KVA UPS Batteries for the FY 2023-24 -Reg.

Dredging Corporation India Limited intends to float tender on single bid basis for procurement of 60 KVA UPS Batteries for the FY 2023-24.

Interested reputed parties who is having experience, supply of BOQ listed items may participate in the tender duly paying an amount of Rs.295.00 (Incl of GST) towards the cost of tender documents (nonrefundable). The above amount has to be paid online in DCI account as per the details given below. The complete tender documents are hosted purchase through E-procurement website.

Bank Details:

Name of the Bank	:	Canara Bank
Bank Branch	:	DCI branch
IFSC Code	:	CNRB0013583
Current Account No	:	35833070000014

The UTR Nos .along with payment details for the cost of tender documents and shall be submitted along with the duly filled intender documents without which the tenders will not be accepted.

Thanking You,

Yours faithfully, Dredging Corporation of India Limited.

DGM (HR)

Tender No.DCI/HR/GS/60 KVA UPS Batteries/2024

Dated :08/05/2024

Dear Sirs,

01. Tenders are invited from the reputed local parties for 60 KVA UPS Batteries, etc. The tender documents containing in Section–I to Section–V are enclosed.

Section-I : Tender Section-II : Scope of Work Section-III : Genera l& Special Conditions of Contract Section-IV : Technical Specifications Section-V : Bill of Quantities (Price Bid)

02. Tenderers are requested to go through the tender documents carefully before quoting their rates.

03. The parties are requested to supply items as per the samples enclosed as mentioned in BOQ Quoting their rates.

04. Tenderers must sign on each and every page of the tender, in token of acceptance of the terms and conditions of the Tender, failing which liable for rejection.

- 05. Tenderers are requested to Upload their bid in E procurement website on or before 1500hrs.on xx.04.2024
- 06. The Tender will be opened on 17.05.2024 at 15.30hrs through E-Procurement website.

Thanking you,

Yours faithfully, For Dredging Corporation of India Limited,

HOD (HR)

INFORMATION AND INSTRUCTIONS FOR TENDERERS FOR TENDERING THROUGH E-PROCUREMENT WEBSITE

DREDGING CORPORATION OF INDIA LIMITED INVITED LIMITED TENDER IN SINGLE BID SYSTEM FROM THE REPUTED SUPPLIERS WHO IS HAVING EXPERIENCE IN THE FIELD OF SUPPLY OF 60 KVA UPS Batteries:-

1	TENDER NO	DCI/HR/GS/60 KVA UPS Batteries /2024 Dated: 24/04/2024
2	NAME OF WORK & LOCATION	SUPPLY OF 34 Nos of 100 Ah for 60 KVA UPS FOR OUR NEW AOB AS MENTIONED IN THE BOQ FOR FY 2024-25
3	COST OF TENDER DOCUMENTS	Rs.295/-incl of GST
4	EARNEST MONEY DEPOSIT	Rs. 7000/- (Rupees Seven Thousand Only) EMD is exempted for the MSME registered vendors for the tendered items. (MSME Certificate to be enclosed along with the tender)
5	SECURITY DEPOSITS	5 % of the Ordered value to be submitted by L-1 party before placing the purchase order based on the mail communication with L-1 vendor. The EMD of the successful tenderer will be converted as part of SD and the balance amount only needs to be paid.
6	PERIOD OF COMPLETION	FY 2024-25
7	LAST DATE & TIME OF SUBMISSION OF BID,EMD	06.05.2024
8	DATE & TIME OF OPENING TECHNICAL BID	06.05.2024
9	VALIDITY OF THE TENDER	60 days from the date of opening of bids

<u>SECTION–I</u> <u>TENDER</u>

M/s.Dredging Corporation of India Limited is desirous to Procure 34 Nos of 100 Ah SMF batteries for 60KVA UPS Batteries. Performance Security Deposit, Period of Contract, etc., as indicated in the following Memorandum:-

MEMORANDUM

ii) Performance Security Deposit iii) Issue of Tender Documents	 : 34 Nos of 100 Ah SMF batteries : 5% on the order contract : From 08/05/2024 to 17/05/2024 on all working days. : Up to 17/05/2024@ 15.00 hrs
 iv) Period of contract v) Issue of Tender Documents vi)Last date for Receipt of Tenders vii) Date & Time of Opening	 : One year from the date of receipt of Work
Of Sealed Tenders	Order. : From 08/05/2024 to 08/05/2024 on all working days : Upto 1500hrs.on 17/05/2024 : at 1530 hrs. on 17/05/2024

2. Should this tender be accepted, I/We here by agree to abide by and fulfill the terms and conditions and other provisions contained in the tender documents, Tender (Section-I), Scope of Work (Section-II), General & Special Conditions (Section-III), Technical Specifications (Section-IV) and Bill of Quantities (Price Bid) (Section-V), which have been read by me/us read and explained to me/uss of a ras they are applicable. In default of any of these conditions, I/We agree to set off the extra cost if any, for carrying out the work at my/our risk and cost against the Security Deposit available with the Dredging Corporation of India Limited, or its successors and to pay the DCI or its successors on demand as debt due any amount required to meet the extra cost of carrying out the work over and above Security Deposit furnished by me/us.

3. I/We hereby confirm having read and understood all the terms and conditions of the tender and abide by these terms and conditions.

<u>SECTION-II</u> SCOPE OF WORK

The scope of work/Type of supply required is as follows:

The supply of the 34 Nos of 100 Ah SMF batteries mentioned in the Bill of Quantities (Price Bid) (Section-V) is only approximate as per enclosed samples. The tenderer should supply the items as per the requirements of the Corporation.

Tenderers shall offer their rates strictly as per the Specifications indicated in the Bill of Quantities (Section-V).

The acceptance of the material is subject to inspection of the items.

SECTION-III GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 1. Tender shall be submitted online through E-Procurement website in single bid system. "Tender for Procurement of 34 Nos of 100 Ah SMF batteries"–Tender No.DCI/HR/GS/60 KVA UPS Batteries/2024 dated 08.05.2024.
- 2. The tenders will be opened at 1530 hours on the due date (i.e. 17/05/2024) in the presence of such Tenderers /representatives who are present at that time.
- 3. All tenders must be absolutely clear, failing which the same will not be considered.
- 4. All columns would be properly and legibly filled in .No column would be left blank. Any correction in the rates etc. would be duly attested by the tenderer. Alterations, if any, not authenticated with attestation may result in the rejection of the tender.
- 5. Rates quoted by the tenderer in item rate tender in figures and words will be accurately filled in so that there is no discrepancy in the rates written in figures and words.
- 6. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that the interpolation is not possible. The total amount would be written both in figures and in words. In case of figures words Rs. would be written before the figures of Rupees and words paise after decimal figures viz., Rs.______Ps. And in the case of words, the words Rupees should precede and the words paise would be written at the end. Unless when the rate is in whole rupee and followed by the words only, it would be invariably be up to two decimal places.
- 7. The rate will be quoted in decimal coinage and will be noted in words and figures. The amount for each item would be worked out and the requisite total given.
- 8. Tender will evaluate and finalize on Overall L1 basis.
- 9. If the amount of an item is not worked out by the tenderer, it does not correspond with the rate written either in figures or in words, then the rate quoted by the tendered in words will be taken as correct.
- 10. Where the rates quoted by the tenderer in figures and words tallies but the amount is not worked out correctly, the rate quoted by the tenderer will be taken as correct and not the amount.
- 11. Item rate tender bearing any inscription either to increase or decrease the rate quoted, they will not be considered and such tender will be rejected summarily.
- 12. The tenderer should sign on all pages of the tender documents including schedule attached with the tender while tendering for the work failing which liable for rejection.
- 13. The rate quoted in the tender will remain firm during the currency of contract including the extended period if any. Escalation on any account is not admissible.
- 14. The rates would be inclusive of GST, packing, forwarding and all other charges.
- 15. Payment terms: Payment will be released within 60days from the date of receipt of invoice along with delivery challan.

16. Delivery terms: To be supplied within 30 days from the date of Purchase Order.

- 17. When a tenderer signs a tender in an Indian Language, the rates and the total amount tendered would also be written in the same language. In the case of illiterate Tenderers, the rates or the amounts tendered would be attested by witness.
- 18. GST or any other taxes in respect of this contract will be payable by the tenderer and Dredging Corporation of India Limited will not entertain any claim whatsoever in this respect. GST for different items shall be shown.
- 19. The tender should be valid for a period of 60days (Sixty) days from the date of opening.
- 20. DCI reserves the right to cancel/withdraw the tender at any stage without assigning any reason what so ever.
- 21. Conditional tenders and additional conditions of the tenderer will not be considered and liable for rejection.
- 22. In the event of any breach of contract on the part of the contractor, the Corporation reserves the right to forfeit the entire security deposit including converted EMD amount. Corporation also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer.
- 23. All rules and regulations governing the Dredging Corporation of India Limited will be applicable.
- 24. A result of post audit,, amount found to be recovered if any, from the tenderer, the same will shall recovered first from any sum due to the tenderer against any current bill of the tenderer and/or from their security deposit and/or from any other amount due from the corporation and/or on demand.
- 25. All claims of the Dredging Corporation of India Limited against this contract or any other transactions what so ever will be recovered from the amounts due to the tenderer under this account.
- 26. The tender is nontransferable and found, if any it is liable for rejection.

ARBITRATION: In case of dispute between DCI and the contractor for contract up to Rs.10 Crores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of executive the Tenderer. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of CGM.

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

The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue of the

Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

- 27. The tenderer will furnish a certificate that he is not related to any officer of Dredging Corporation of India Limited or any officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Road Transport & Highways, Dept., of Shipping, Government of India. The tenderer should give a declaration along with their tender about the names of the relatives, who are employed in Dredging Corporation of India Limited. Proforma of declaration attached.(ANNEXURE-1)
- 28. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the Contract or whore sorts to canvassing will be liable for rejection.
- 29. Tenders which do not fulfill all or any of the above conditions or incomplete in any respect, are liable for summary rejection.
- 30. The work will be commenced and completed as per the time schedule mentioned. In the event of delay in commencing the subject work, as stipulated in the work order, the work order issued to the party will be cancelled and SD will be forfeited.
- 31. If the tenderer fails to complete the work, DCI reserves the right to execute the work from the other sources at the risk and cost of the tenderer and SD submitted will be forfeited.
- 32. No claim for the increase in the rates of the materials and Labor during the contract period will be entertained by DCI.
- 33. Post-tender negotiations are banned, except in the case of negotiations with L-1(i.e. lowest tenderer) at DCI discretion if required.
- 34. In the event of failure to supply the items, as per Purchase Order, with in the stipulated period, Liquidated Damages shall be levied not by way of penalty which shall be deducted from the respective bills, at 1% per week or part there of upto a maximum of 10% of the contract value, on the value of the balance items of the materials to be supplied, as per purchase order, for non-supply of the unfinished quantities of the items.
- 35. The Security Deposit to be submitted within 7 days after award of the work. The security Deposit amount will be returned after successful completion of the contract. During the above period, the tenderer will rectify, defects, if any found at his cost.
- 36. Time is the essence of the contract. The tenderer will complete the work within the stipulated time. However, suitable extension of time will be granted in case of stoppage of works due to natural calamities and other reasons, if found necessary, for completion of this work, at the discretion of competent authority.
- 37. The Tenderers shall give an undertaking that they have not made any payment f illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act,2018. (ANNEXURE-2)
- 38. The Tenderers shall disclose any payment made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid. (ANNEXURE-2).

SECTION-IV TECHNICAL SPECIFICATIONS

- 01. The quantities mentioned in the Bill of Quantities are only approximate The Corporation reserves the right to increase/decrease the quantities upto (Plus or minus) 20% or not to consider the items for acceptance. No revision of rates for such variation will be allowed.
- 02. The successful tenderer(s) shall supply the items mentioned in the Bill of Quantities on as and when required basis, as per the requirements of the Corporation, on the same rates, terms and conditions. However, the acceptance of the items is subject to fulfillment of specifications.
- 03. The successful tenderer(s) shall require to deliver the items within 30days from the date of receipt of our confirmed order. Bills for payment will be settled completion of full supply as per individual Purchase Order. No part payment shall be made. In the event of failure to supply the materials, as per Purchase Order, with in the stipulated period, Liquidated Damages shall be levied not by way of penalty which shall be deducted from the respective bills, at 1% per week or part thereof up to a maximum of 10% of the contract value, on the value of the balance items of the materials to be supplied, as per Purchase Order.
- 04. GST Registration certificate to be enclosed, failing which offer will not be considered and liable for rejection.
- 05. EMD and tender fee is exempted for the MSME registered vendors as per public procurement policy. MSME registered certificate for the tendered items to be enclosed along with the tender, failing which the offer is liable for rejection.
- 06. <u>Vendor who quoted all the items will be considered for opening of price or else his</u> <u>quotation/offer will be rejected.</u>
- 07. <u>The lowest Quotes party (L-1) will be determined by the evaluation of price based on the</u> <u>overall lowest for all the items put together.</u>

BILL OF QUANTITIES (PRICE BID)

	60 KVA UPS Batteries BOQ								
Sl.No	Description of the item	Make	Unit	Req uired qty (A)	Basic Price Each RsPs (B)	Total Basic Amount Rs Ps (C=A*B)	Gst %	Gst Amount Rs Ps (E)	Total Amount Rs Ps (F=C+E)
1	34 Nos of 100 Ah SMF batteries	Amaron Quanta	Nos.	34	(2)	(0 11 2)			()
2	Buy Back 60 KVA UPS batteries	Exide	Nos.	34					
TOTAL									

Note:

- 1. The above prices shall be inclusive of all taxes, transportation, loading/unloading, etc.
- 2. Quantity mentioned are indicative, it may vary till plus or minus 20% on above mentioned quantity.
- 3. The above items are indicative; it may reduce as per DCI discretion.
- 4. Vendor who quoted all the items will be considered for opening of price or else his quotation/offer will be rejected.
- 5. If the tenderer qualifies in the Technical Bid, The lowest Quotes party (L-1) status will be determined by the evaluation of price based on the overall lowest for all the items put together

ANNEXURE-1

Date:08.05.2024

То

M/s Dredging Corporation of India Ltd., "Dredge House", H.B Colony, VISAKHAPATNAM-530022.

Sir,

Sub: Tender for Procurement 34 Nos of 100 Ah SMF batteries for the FY 2024-25-Reg.

With reference to your Tender No.DCI/HR/GS/60 KVA UPS Batteries/2024 dated: XX-04-2024 and as per Cl.No.27 of General & Special Conditions of the Contract, we here by 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, Dept., of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.,

Thanking you,

Yours faithfully

ANNEXURE-2

Date:08.05.2024

То

M/s Dredging Corporation of India Ltd., "Dredge House", H.B Colony, VISAKHAPATNAM-530022.

Sir,

Sub: Tender for supply of 34 Nos of 100 Ah SMF batteries for the FY 2024-25-Reg.

With reference to your Tender No.DCI/HR/GS/60 KVA UPS Batteries/2024 dated:08-05-2024 and as per Cl. No. 37 & 38 of General & Special Conditions of the Contract, we hereby certify that, we have not made any payments or illegal gratification to any person/authority connected with the tender process so as to influence the tender process and have not committed any offence under the prevention of Corruption Act in connection with the tender.

Thanking you,

Yours faithfully,

ANNEXURE-3

(PROFORMAOF BANKGUARANTEEBONDFORSECURITYDEPOSIT).

(To be executed on Rs.100/-Non – Judicial Stamp Paper)

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Registered Office at Core-2, 1st Floor, SCOPE MINAR, Plot No.2A & 2B, Laxmi Nagar District Centre, Delhi-110091(here in after called the "DCI" having agreed to exempt M/s =_____(indicate Name & Full Address of the Tenderer) (here in after called the said "Tenderer") from payment under the terms and _____ No. conditions of the tender dated _____ Made between the DCI And the Tender for (here in after called the said "Tender") of Earnest Money Deposit in cash for the due fulfilment by the said Tenderer of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs _____ _____ (Rupees only). (indicate the name of Bank) (here in after referred 1. We to as "the Bank")at the request of M/s._____ The said Tenderer Do here by undertake to pay to the DCI an amount not exceeding Rs ______ against Any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said tenderer of any of the terms or conditions contained in the said tender. We due and (indicate the name of Bank) here by undertake to pay the amounts Payable under this guarantee without any demur, merely on a demand from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason breach by the said Tenderer of any of the terms or conditions contained in the said Tender or by reason of the Tenderers failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -2. We undertake to pay to the DCI any money so demanded not withstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any court or Tribunal

2. We undertake to pay to the DCI any money so demanded not withstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said Tenderer shall have no claim against us for making such payment.

3. We ______(Indicate the name of Bank) further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender and that it shall continue to been force able till all the dues of the DCI under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged or till the DCI certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tender and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liability under this Guarantee thereafter.

4. We _________ further agree that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Tenderer and to for bear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Tenderer or by any such matter or thing what so ever which under the law relating to sure ties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer.

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

Date the _____ day of _____ 2023

(Indicate the name of Bank)