

DREDGING CORPORATION OF INDIA LTD
Dredging Corporation of India Limited., Dredge House, Port Area:
Visakhapatnam-530001.Ph.0891-2871356, Fax 0891-2560581/2565920

NOTICE INVITING TENDER

Ref: DCI/POVSP/VPT/FW04/2019

Date: 09-09-2019

Sealed tender in two covers are invited for the work of “Supply of fresh water through Tankers to DCI dredgers working at VPT/GPL, Visakhapatnam and Gangavaram Port on ‘as and when required’ Basis” at VPT and GPL, Visakhapatnam” Sale of the tender is from 09.09.19 to 18.09.19 (Upto 17.00 Hrs.) and last date for submission of filled tender is 19.09.19 upto 1500 hrs. The sealed tenders will be opened on 19-09-2019 at 1530hrs at H.O Visakhapatnam. For further details, please log on to the websites: www.dredge-india.com , www.eprocure.gov.in.

Project Incharge.

Signature of Tenderer with seal
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DREDGING CORPORATION OF INDIA LIMITED
PO Visakhapatnam

Ref: DCI/POVSP/VPT/FW04/2019

Date: 09-09-2019

SUB:SUPPLY OF FRESH WATER THROUGH TANKERS TO DCI DREDGERS/
VESSELS STATIONED AT VISAKHAPATNAM / GANGAVARAM PORTS ON AS
AND WHEN REQUIRED BASIS.

Tender document issued to: M/s_____.

Project Manager

Signature of Tenderer with seal
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DREDGING CORPORATION OF INDIA LIMITED
PO VISAKHAPATNAM

Ref: DCI/POVSP/VPT/FW04/2019

Date: 09-09-2019

Tender for

Sub: SUPPLY OF FRESH WATER THROUGH TANKERS TO DCI DREDGERS/
VESSELS STATIONED AT VISAKHAPATNAM / GANGAVARAM PORTS ON AS
AND WHEN REQUIRED BASIS.

Cover-A

Techno-Commercial Bid

Signature of Tenderer with seal
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DREDGING CORPORATION OF INDIA LIMITED
PO VISAKHAPATNAM

DCI/POVSP/VPT/FW04/2019

Date: 09-09-2019

NOTICE INVITING TENDERS

Sealed Tenders are invited in two covers (i.e.) Cover-A “Techno-Commercial Bid”, Cover-B “Price Bid” by PO Visakhapatnam for DREDGING CORPORATION OF INDIA LIMITED, HEAD OFFICE, Visakhapatnam from competent and experienced contractors for rendering the following work/service:

1. Name of the Work : “Supply of fresh water through tankers to DCI dredgers/ vessels stationed at Visakhapatnam / Gangavaram ports on as and when required basis.”.
2. Period of Contract : 02 (Two)years from the date of issue of work order and extendable another one year as per the requirement of DCI / VPT Port, Visakhapatnam.
3. Earnest Money Deposit : Rs.20,000/- (Rupees Twenty Thousand Only)/- by way of NEFT/ Bank Guarantee as per format provided in the tender. Bank Details for payment through NEFT payment as follows:

DCI CURRENT A/C NO.35833070000014
BANK NAME: SYNDICATE BANK
BRANCH NAME: DCI LTD, PORT AREA BRANCH,
VISAKHAPATNAM – 530001
IFSC/RTGS NO. SYNB0003583
SWIFT CODE NO. SYNBINBB032
GST No. 37AAACD6021B1ZB
4. Issue of Tenders through websites : 09-09-2019 to 18-09-2019 upto 1700 Hrs.
5. Last date of receipt of Tenders : 19-09-2019 upto 1500 Hrs in the Office of The Project Manager, 5th Floor, Dredging Corporation of India Ltd, “Dredge House” Port Area, Visakhapatnam- 530001.
6. Date and time of opening of Technical Bids : 19-09-2019 at 1530 Hrs in the Tender Room, Dredging Corporation of India Ltd, “Dredge House” Port Area, Visakhapatnam- 530001.
7. Cost of Tender Documents : Rs.295.00 (Rupees Two Hundred and Ninety Five only) Non-refundable (Including GST) by e-challan (e-receipt to be enclosed) along with Technical bid.

Signature of Tenderer with seal
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Pre-Qualification Criteria:

1. Average Annual financial turn over during the last 3 years ending 31st March 2019 should be at least Rs.5.40 Lakhs.
2. Experience of having successfully completed similar works during the last seven years, ending 31.03.2019 should be any of the following:
 - Three similar completed works costing not less than the amount of Rs.7.20 Lakhs.
OR
 - Two similar completed works costing not less than the amount of Rs.9.00 Lakhs.
OR
 - One similar completed work costing not less than the amount of Rs.14.40 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.

The detailed NIT and complete Tender Document is hosted on websites www.dredge-india.com and <https://eprocure.gov.in>

Interested parties may visit the same. The blank proposal document can also be down loaded by paying Rs.295.00(Rupees Two Hundred and Ninety Five only)including GST towards cost of document, from our Website. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

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.

The Project Manager
Dredging Corporation of India Ltd.,
5th Floor, Dredge House, Port Area.
VISAKHAPATNAM- 530 001.
ANDHRA PRADESH (INDIA).

Signature of Tenderer with seal
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Telephone No.0891-2871356/ 336/385.
E-mail IDs:povsp@dcil.co.in/Psatyam@dcil.co.in,

SCOPE OF WORK:

Dredging Corporation of India Ltd., PO Visakhapatnam is carrying out dredging work at VPT Sand Trap area and other areas Visakhapatnam and Gangavaram Port. The Fresh water is to be supplied to DCI Dredger / vessels/ Crafts deployed at VPT, Visakhapatnam and GPL Ports. The approximate quantity of fresh water to be supplied through Tankers is 750 Tons per month 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 vessels requirement. 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 Master of vessel.

The Contractor has to arrange necessary tankers with suitable pumps and hoses of sufficient length including labor and all equipment, towing equipment, etc. complete. 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 the 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.

Signature of Tenderer with seal
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GENERAL CONDITIONS OF CONTRACT

1. The Tenderer should submit sealed tender in single cover- two bid system so as to reach Project Office, Visakhapatnam on or before by 1500 Hrs on 19-09-2019. The tenders will be opened on the same day at 1530 hrs at PO Visakhapatnam in the presence of Tenders or their authorized representative who wish to present.
2. The Tenderer should submit EMD of Rs.20,000/- (Rupees Twenty Thousand Only)/-while quoting for “Supply of fresh water through Tankers to DCI dredgers working at VPT and GPL, Visakhapatnam on ‘as and when required’ Basis”.

The above mentioned EMD is to be submitted by way of E-payment or BG in favour of Dredging Corporation of India Limited, Visakhapatnam from any scheduled bank and submit the E-chalan receipt along with tender as a proof of payment. The EMD submitted in the form of BG should be valid for a period of 120 days beyond the contract period. The Earnest Money Deposit shall not carry any interest. The tender should be submitted super scribing on the envelop name of the work, and the date of opening addressed to Project Manager, Dredging Corporation of India Ltd, 5th Floor, “Dredge House”, Port Area, Visakhapatnam-530 001 so as to reach this office on or before the date and time of opening of Technical Bids.

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 VPT and GPL, 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.

Signature of Tenderer with seal
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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.
13. The offer should be submitted in two cover system as described below:
 - (a) Cover-A: Super scribed on it "Supply of fresh water through Tankers to DCI dredgers working at VPT and GPL, Visakhapatnam on 'as and when required' Basis" shall consists of the following documents:
 - (i) Proof of payment towards cost of tender document as per NIT.
 - (ii) Proof of payment of EMD remitted by way of Bank Guarantee/E-Payment infavour of M/s Dredging Corporation of India Limited from any Nationalized Bank payable at Visakhapatnam.
 - (iii) Copies of Original 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 list of tankers owned by firm/proposed for hire for the said work.
 - (vii) Copy of clear title of owner of tankers specifying name of owner and in case tenderer is not the owner, necessary documents in support of authorization by the owner of tankers to offer and operate the tenderer in original duly executed on stamp paper duly notarized.
 - (viii) Duly signed tender document except bill of quantities.
 - (ix) Audited Balance sheet of company for the last 3 (three) years ending March'2019 meeting the average annual financial turn over as mentioned in PQ criteria.
 - (x) PAN number of the firm
 - (xi) GST registration of the firm

- (xii) Power of attorney on stamp paper, in favour of the person authorized to sign the tender document.
 - (xiii) Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
 - (xiv) Vendor registration form as per format provided in the tender.
- (b) Cover-B super scribing on it “Supply of fresh water through Tankers to DCI dredgers working at VPT, 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.
- (b) The Cover-A-Technical Bid will be opened at 1530 hours on 19-09-2019 in the presence of the tenderers or their authorized representatives who wish to be present. Cover-B - Financial Bid will be opened only in respect of those tenderers whose tenders are technically qualified to fulfill the requirement of tender and the date and time of opening will be intimated to the qualified tenderers after evaluation of the Technical Bids.
15. The EMD will be refunded to the unsuccessful Tenderers without interest, after finalization of the Tenders.
- 16. Performance Security:**
- i. Successful tenderer shall be required to furnish performance security of 10% of contract value by way of NEFT/RTGS/ Bank Guarantee in favor of Dredging Corporation of India Limited payable at Visakhapatnam within 7 (Seven) days from the date of issue of Work Order. If Bank Guarantee is submitted against Performance Security, it should be valid till 60days beyond completion of contract.
 - ii. Alternatively, the contractor may opt for conversion of EMD amount into Performance Security and the balance amount shall be deposited to the corporation as Performance Security within 7 (Seven) 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.
 - iv. Failure of the successful Bidder to furnish Performance Security within 7 (Seven) 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.
 - v. The successful Bidder’s earnest money deposit will be discharged upon the Bidder signing the contract, pursuant to GCC Clause 39 and furnishing the performance security, pursuant to GCC Clause No.16 (i&ii).

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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. The Tenderer should obtain a declaration from the owner of the tanker and assisting accessories in case the tenderer is not the owner of the tanker and assisting accessories. The declaration for the purpose should be duly attested by a Notary Public or a Gazetted Officer and submit the same along with the Tender without fail along with the letter from owner of tanker and accessories and his willingness to make the same available to tenderer in case he will be the successful tenderer.
19. Bids which are inconsistent with the nature of work in the opinion of DCI will be rejected.
20. Income Tax will be recovered as per Income Tax Act and certificate to that effect will be issued at the end of financial year.
21. Conditional tenders will be summarily rejected.
22. 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.
23. The tenderer will have to give information regarding any current litigation in which the Tenderer is involved (Annexure – I).
24. 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)
25. 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).
26. 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).

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27. Details of Bank account for electronic transfer of payments (Annexure-IV).
28. 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.
29. 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 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.
30. 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 02 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.
31. Payment will be made on monthly basis for the work done as certified by the Master of the vessel/ site-in-charge within 30 days from the date of submission of the bill in duplicate along with copies of "work done certificate" duly signed by the Master of the vessel/ site-in-charge, PF payment receipt, Labour payment receipt for the previous month, etc. complete in all aspects.
32. 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.
33. As DCI is an ISO 14001:2004 (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.
34. In case of backing out from the contract for any reasons within the contract period i.e., six months and during the extension period, the entire EMD/ PSD/SD will be forfeited.

35. 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.
36. **Period of Validity of Bids:** The Tenderer should keep open the validity of the Bid for 120days 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 email by DCI is made before the expiry of the initial validity period of 120days 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.
37. **Security Deposit:** Security Deposit of 5% shall be deducted from each Running Bill and same shall be refunded along with PSD&EMD within two months after completion of contract in all aspects upon submission of 'No Dues No Claims' Certificate from Contractor.
38. **Clarification of Bidding Documents**
A prospective Bidder requiring any clarification of the bidding documents may notify the DCI in writing or by E-mail at the DCI's address indicated in the Invitation for Bid not later than three (3) working days prior to the deadline for the sale of tenders prescribed in ITB. The clarifications requested by the bidders will be suitably hosted in DCI web site Two (2) days before last date of issue of tender. No Press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: www.dredge-india.com and <https://eprocure.gov.in> to keep themselves updated.
39. **Signing of Contract Agreement**
Bidder has to execute Contract Agreement as per Annexure-B on Non- Judicial Rs.100/- Stamp Paper at his own expense, within 07(Seven) days of the issue of work order from the DCI. Failure of the successful Bidder to execute 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.
40. **Commencement of work**
The work should be commenced by the contractor within **10** 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.
41. Period of contract is 02 (Two) years from date of commencement of work and extendable another one year as per the requirement of VPT, Visakhapatnam or DCI.

SPECIAL CONDITIONS AND SPECIFICATIONS

1. Dredging Corporation is carrying out dredging operation in VPT, Visakhapatnam and Gangavaram Port and fresh water will be supplied on as and when required through tankers to the dredger(s).
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 source/s 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 to Project In-Charge, VPT, Visakhapatnam, DCI 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 Corporations 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 General Manager(Ops). D.C.I Ltd., 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/ Hr 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.

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7. The total requirement of fresh water will be about 750 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. Period of contract: The period of contract is 02 (Two) years from the date of issue of work order and extendable another one year basis as per the requirement of VPT, Visakhapatnam /DCI, if it is required at the same rate, terms and conditions. In case of decrease of Contract period, the Contractor will be informed in advance by serving **02** days notice of termination. In either case the Contractor shall not have any additional claim whatsoever.
9. Contract will be terminated/temporary termination within 02(**Two**) days notice if the services of the Contractor are found to be inadequate or unsatisfactory. For Administrative reasons, DCI reserves the right to foreclose the Contract by giving 07 days notice.
10. 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.
11. 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.
12. 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/passes (RFID) as required by VPT, Visakhapatnam/DCI Ltd.
13. 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 VPT, Visakhapatnam from any claims of such damages.
14. Interim bills will be paid monthly after deducting Security Deposit at the percentage specified in the tender. The PSD/SD/EMD will be refunded within two months after successful completion of the Contract period of two years and extendable another one more year Payment will be made on submission of interim bills in order, within 30 days from the date of receipt of complete bill along with delivery challans duly certified by the Master of the concerned dredgers on actuals.
15. 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.

16. No idle time, mobilization and de-mobilization charges will be paid to any tanker, equipment, etc.
17. The Contractor shall quote his rate all inclusive except applicable GST. The GST at applicable rate shall be reimbursed on submission of proof of payment by the contractor.
18. 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.
19. 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 VPT, Visakhapatnam port.
20. 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.
21. In case the crafts and assisting accessories runs aground or sinks the owner shall with due dispatch re float 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.
22. 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 contractor shall indemnify and above have harmless the Corporation against all claims and damages that may accrue to the authorities or third party.
23. 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.
24. 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

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work. The decision of the Project In-Charge regarding the suitability of the tankers will be final.

25. 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.
26. The rates quoted by the contractor and accepted by DCI shall remain firm during the period of the contract and extended period also and no request for enhancement of rate will be entertained at any stage.
27. In the matter of interpretation of terms and conditions, special conditions etc. covered under various clauses of this contract, decision of the General Manager (Ops) shall be final and binding on the contractor.
28. In the event of breach of contract by the contractor and/or if the contract is 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.
29. 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.
30. 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 02days 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.
31. GST as applicable on actual shall be reimbursed by DCI on production of proof for payment to the authority.
32. 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.
33. 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.

34. 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. 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.
35. 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, Visakhapatnam.
36. 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.
37. 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.
38. In the matter of interpretation of various rules, clauses, specifications, general conditions, the decision of the General Manager (Ops)/CHOD, DCIL, Visakhapatnam shall be final and binding on the contractor.
39. In case of backing out from the contract in any reasons including extension period, the entire Performance security will be forfeited.
40. 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 not, 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.

41. **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.
42. 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 (DCI) 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.
43. 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 DCI.
44. 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.
45. 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.
46. Any bid received by the DCI after the deadline for submission of bids prescribed by the DCI due to reason as mentioned in tender document will be rejected and returned unopened to the Bidder.
47. 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, RFID passes fee, duties, taxes excluding GST to the appropriate authorities and other things of every kind required for the completion work.
48. 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.
49. Termination for convenience: The DCI may, by written notice sent to the contractor, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the extent to which performance of work under the contract is

Signature of Tenderer with seal
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terminated, and the date upon which such termination becomes effective. A notice period of 03days will be given.

50. DCI may operate supply of fresh water by tankers since there is no availability if fresh water supply through barges.
51. VPT, Visakhapatnam /DCI instructs to operate only one method of supply of fresh water i.e., by tankers.
52. DCI may award the work to the lowest bidder of BOQ provided the bidder has qualified the techno-commercial bid.
53. The mode of operating the contracts i.e., supply of fresh water by tankers is purely on the discretion of DCI. DCI reserves the right to operate as per convenience of the master of the vessel / Project In-charge and their decision will be final.
54. 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

1. Bid Form

Date.: - -2019

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 VPT and GPL Visakhapatnam '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 _____, 2019.

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

ANNEXURE-A

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be executed on non-judicial stamp paper worth of Rs.100/-)

To,
M/s. Dredging Corporation of India Limited,
Dredge House, Port Area,
Visakhapatnam.-530001.

WHEREAS.....
.....indicate Name & Full Address of the tenderer) (hereinafter called the
“Tenderer”) has submitted its tender datedfor the execution of (Name of
work)..... in favour of M/s. Dredging Corporation of India
Limited,Visakhapatnam-530001.

(Herein after called the “CORPORATION”). KNOW ALL MEN by these presents that
we, (Bankers’ full name) name

(Herein after called “Bank”) are bound unto the Corporation for the sum of
Rs.....(Rupeesonly) for
which payment will and truly to be made to the said Corporation, the Bank binds
itself its successors and assigns by these present.

THE CONDITIONS of this obligation are: If the Tenderer withdraws his Tender

- (a) during the period of validity of the Tender specified in the Tender (or)
- (b) After having been notified of the acceptance of his Tender by the Corporation during the period of Tender validity.
- (c) Fails or refuses to execute the Agreement, if required, or do not commence the work as per the Letter of Intent or Work Order.
- (d) We undertake to pay to the Corporation upto the above amount upon receipt of their first written demand without the Corporation having to substantiate their demand, provided that in their demand the Corporation will note that the amount claimed is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained our liability under this guarantee is limited to Rs.....(Rupees.....only) and will remain in force upto 120days from the date of submission of the tender and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated:

SIGNATURE OF THE BANK WITH SEAL:

Signature of Tenderer with seal
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ANNEXURE-B

AGREEMENT

This agreement made this _____ day of _____, 2019 BETWEEN the Dredging Corporation of India Limited, a company registered under the Indian Companies Act, 1956, having its head office at Dredge House, Port Area, VISAKHAPATNAM – 530 001 (hereinafter called “the Employer”, “which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part AND M/s. _____

(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 VPT, and GPL 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 VPT, GPL 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

Signature of Tenderer with seal
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- 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).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the “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

EMPLOYER

Signature :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

a) Signature

Signature

Name & Address:

Name & Address:

Signature of Tenderer with seal
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Annexure-I

PROFORMA

Date:

To

The Dredging Corporation of India Limited,
Visakhapatnam-530001.

Sir,

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

A. With reference to your Tender No. Ref: DCI/POVSP/VPT/FW04/2019dated 09-09-2019 and as per GCC Cl: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.

Signature of Tenderer with seal
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Annexure-II

PROFORMA

Date:

To

The Dredging Corporation of India Limited,
Visakhapatnam-530001.

Sir,

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

A. With reference to your Tender Ref: DCI/POVSP/VPT/FW04/2019 dated 09-09-2019 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

PROFORMA

Date:

To

The Dredging Corporation of India Limited,
Visakhapatnam-530001.

Sir,

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

A. With reference to your Tender Ref: DCI/POVSP/VPT/FW04/2019 dated 09-09-2019 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 GCCCI: 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
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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)

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

a) Bank Name, Branch :
& Cityb) Bank Account :
NumberSignature of Tenderer with seal
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c) IFSC :

Checklist for Techno-Commercial & Price Bid

TECHNO-COMMERCIAL:

1. Proof of payment towards **cost of tender document** through NEFT/RTGS as per NIT
2. Proof of **Earnest Money Deposit** through NEFT/RTGS furnished in accordance with NIT Clause.
3. Submission of last seven year work done certificates as per the PQ criteria.
4. Duly filled and signed Bid Form.
5. A list of works tendered for and in hand/being executed as on the date of submission of tender. (If any)
6. Documentary evidence/ experience of having successfully completed similar works during the last seven years, ending 31.03.2018. 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'2018 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 original 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.

PRICE BID:

1. Price Schedule (BILL OF QUANTITIES)

Signature of Tenderer with seal
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DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE : VISAKHAPATNAM

PRICE BID

Bill Of Quantities

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

| Sl. No. | Description of the item | Quantity | Rate per MT (Rs) | Amount (Rs.) (Both in figures and words) |
|---------|--|-----------|------------------|---|
| 01 | <p>Supply of Fresh water to DCI dredgers / vessels working at VPT and GPL, Visakhapatnam through Tankers on as and when require basis, and as per the directions of Project-Incharge PO 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, operation, Fuel Oil, Lube oil, Port charges, Wharf age, transportation and gate passes (RFID) including all taxes complete but excluding GST.</p> | 5000 Tons | | |

Note

1. Water testing report shall be submitted on demand of DCI.
2. No, any type of escalation will be payable.

Signature of Tenderer with seal
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