

DREDGING CORPORATION OF INDIA LIMITED
(A Govt. of India undertaking)
Visakhapatnam

DCI/OPS/MUM/FW/2017

Date: 13-10-2017

Sub: "Supply of fresh water to DCI dredgers working at Mumbai Port on 'as and when required Basis' through Barges/Tankers for a period of three years"

Tender document issued to: M/s _____

General Manager (OPS)

DREDGING CORPORATION OF INDIA LIMITED
(A Govt. of India undertaking)
VISAKHAPATNAM

DCI/OPS/MUM/FW/2017

Date: 13-10-2017

Tender for

Sub: "Supply of fresh water to DCI dredgers working at Mumbai Port on 'as and when required Basis' through Barges/Tankers for a period of three years"

Cover-A

Techno-Commercial Bid

DREDGING CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
VISAKHAPATNAM

DCI/OPS/MUM/FW/2017

Date: 13-10-2017

NOTICE INVITING TENDERS

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

1. Name of the Work : Supply of fresh water to DCI dredgers working at Mumbai Port on 'as and when required Basis' through Barges/Tankers for the period of three years
2. Period of Contract : Three years from the date of placing Work Order (tentatively 6 months every year).
3. Earnest Money Deposit : Rs. 38,502/-
4. Issue of Tenders : 13.10.2017 to 26.10.2017 up to 1700 Hrs in the Office of General Manager (OPS) Dredging Corporation of India Ltd, Visakhapatnam-530001.
5. Last date of receipt of Tenders : 27.10.2017 up to 1500 Hrs in the Office of Dredging Corporation of India Ltd, "Dredge House" Port Area, Visakhapatnam-530001.
6. Date and time of opening of Technical Bids : 27.10.2017 at 1530 Hrs in the Office of Dredging Corporation of India Ltd, "Dredge House" Port Area, Visakhapatnam-530001.
7. Cost of Tender Documents : Rs.1,180/- (Rupees One Thousand One hundred and Eight only) are including 18% GST Non-refundable - by way of E-Payment only.

Signature of Tenderer with seal

BANK DETAILS :
DCI CURRENT ACCOUNT
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

Pre-Qualification Criteria:

1. Average Annual financial turn over during the last 3 years ending 31st March 2017 should be at least Rs.10.12 Lakhs.
2. Experience of having successfully completed similar works during the last seven years, ending 31.03.2017 should be any of the following:
 - Three similar completed works costing not less than the amount of Rs.13.50 Lakhs.
 - OR
 - Two similar completed works costing not less than the amount of Rs.16.87 Lakhs.
 - OR
 - One similar completed work costing not less than the amount of Rs.27.00 Lakhs.
3. Similar work means the work with similar nature of work mentioned in 'Scope of work'. Interested eligible tenderers may obtain the tender documents at the office of:

GM (Operations),
DREDGING CORPORATION OF INDIA LTD
4TH FLOOR, DREDGE HOUSE, PORT AREA,
VISAKHAPATNAM – 530 001
Tel. No : 0891-2871 299 / 397
Fax No : 0891 – 256 0581 / 256 5920.
Email: gmp1@dcil.co.in / nksiem@dcil.co.in
4. Tenderers quoting for Barges/Tankers or both should fulfill the **Pre-Qualification Criteria** along with documented proofs.

Tenderers may contact at the above address for clarifications regarding sale of Tender documents, receipt of tender, submission etc.

The detailed NIT and complete Tender Document is hosted on web site www.tenders.gov.in, www.dredge-india.com and <http://eprocure.gov.in>.

Interested parties may visit the same. The blank proposal document can also be down loaded by paying Rs.1180/- including GST towards cost of document, from our Website. In such a case, downloaded document is required to be registered by forwarding a request letter to DCI Ltd., indicating their expression of interest of participation in bidding, credentials of experience, PAN Number if allotted and enclosing cost of tender document as said above, so as to reach DCI Ltd., before the closing date as afore said, through an authorized person/agent/or by Registered Post/Speed Post/Courier.

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.

GM (Operations),
DREDGING CORPORATION OF INDIA LTD
4TH FLOOR, DREDGE HOUSE, PORT AREA,
VISAKHAPATNAM – 530 001

SCOPE OF WORK :

Dredging Corporation of India Ltd., a Govt. of India undertaking under Union Ministry of shipping is carrying out dredging work in Mumbai, Fresh water is to be supplied to DCI Dredger / vessels/ Crafts deployed at Mumbai Port waters. The approximate quantity of fresh water to be supplied through Barges/Tankers is **600 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 Barges/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 and water barge 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 Mumbai and the Master of the vessel indicating the suitability of water for human consumption.

GENERAL CONDITIONS OF CONTRACT

1. The Tenderer should submit sealed tender in single cover- two bid system so as to reach Head Office, Visakhapatnam on or before by 1500 Hrs on 27.10.2017. The tenders will be opened on the same day at 1530 hrs at Visakhapatnam in the presence of Tenders or their authorized representative who wish to present.
2. The Tenderer should submit EMD of Rs.38,502/- (Rupees Thirty Eight thousand Five hundred and Two only) while quoting for Supply of fresh water to DCI dredgers working at Mumbai Port on 'as and when required Basis' through Barges/Tankers for the period of three years.

The above mentioned EMD is to be submitted by way of E-payment in favour of Dredging Corporation of India Limited, Visakhapatnam from any scheduled bank and submit the E-chalan receipt along with tender. The tender should be submitted super scribing on the envelop name of the work, and the date of opening addressed to General Manager(Ops), Dredging Corporation of India Ltd, 4th Floor, "Dredge House", Port Area, Visakhapatnam-530 001 so as to reach this office on or before 27.10.2017 at 1500 Hrs on the stipulated date.

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 to DCI dredgers working at Mumbai Port on as and when required basis through Barges/Tankers".
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

8. Tenders not accompanied with 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 barges/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: Superscribed on it “supply of fresh water to DCI’s dredgers working at Mumbai on as and when required basis through barges/tankers”-
 - (i) The above mentioned EMD should be by way of Bank Guarantee/ E-Payment in favour of M/s Dredging Corporation of India Limited, from any Nationalized Bank payable at Visakhapatnam copies of Original certificates of registration of the barges/tankers offered for supply of fresh water. The Earnest Money Deposit shall not carry any interest. The earnest money deposit submitted in the form of E-Payment or a bank guarantee issued shall be valid till thirty (90) days beyond the validity period of the bid.
 - (ii) Party has to submit the list of barges/tankers owned by firm/proposed for hire the same.
 - (iii) Proof of experience of having executed water supply works satisfactorily and work done certificate from employer.
 - (iv) A Bid form except the price schedule completed in accordance with tender.
 - (v) Copy of clear title of owner of barges/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.
 - (vi) Duly signed tender document except bill of quantities.
 - (vii) Balance sheet of company for the last 3 (three) years ending March’2017.
 - (viii) PAN number and GST registration.
 - (ix) Authorization for the person signing the tender.

Signature of Tenderer with seal

- (x) Power of attorney on stamp paper, in favour of the person authorized to sign the tender document.
 - (xi) 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.
- (b) Cover-B super scribing on it “supply of fresh water to dredgers working at Mumbai port on as and when required basis through barges/tankers” – ‘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 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 27.10.2017 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 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. The EMD submitted by the successful Tenderer shall be converted into Performance Security which will be released after satisfactory completion of the contract.
16. Performance Security: For due fulfillment of this contract, an amount equivalent to 5% of the contract value will be recovered as performance Security at the rate of 10% from the running account bills till total performance security deducted is 5% of the contract value. The Earnest Money Deposit will be treated as part of the above Performance Security.
17. The Tenderer should enclose one set of Photostat copies of all certificates of registration etc. of the tankers and barges 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.

Signature of Tenderer with seal

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 (in 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 Surface Transport, 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.” (In 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. (In 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).
27. Details of Bank account for electronic transfer of payments (In 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

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appointed by Chairman and 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 7 days notice in writing to the contractor, may 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 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. In case payment is made after 30 days, no interest shall be paid on delayed payment.
32. The contractor shall arrange sufficient length of hoses and pumps for supplying the fresh water from barges/tankers to dredgers' fresh water 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., three years, the entire EMD/ SD will be forfeited.
35. The contractor should arrange insurance for the workmen engaged on barges/tankers and the policy should be valid during the entire period of the contract.
36. DCI may award the contract to the successful bidder whose bid has been determined to be the lowest evaluated bid on item based i.e., BOQ(1) may

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be awarded to one tenderer who is lowest compared with BOQ(1) of other tenderers and BOQ(2) may be awarded to another tenderer if his BOQ(2) is lowest than other tenderer's BOQ(2).

37. Period of Validity of Bids: The Tenderer should keep open the validity of the Bid for 90 days from the date of opening of Cover-B 'Price bid'. It is also obligatory for the tenderer to keep the validity open for another 90 days in case a request in writing or by Telegram / Fax 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 before validity period, EMD submitted by the tenderer shall be forfeited automatically without prejudice to the other rights of DCI.

SPECIAL CONDITIONS AND SPECIFICATIONS

1. Dredging Corporation is carrying out dredging operation in Mumbai Port for three years and as and when required fresh water is to be supplied through barges/tankers to the dredger(s). Interested Tenderers are therefore, advised to acquaint themselves, before quoting their rates, the working conditions at site for proper maneuvering of the water barge, draft available, tidal and wave conditions etc, having bearing on supply of water through water barge. 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. 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 potability of water from concerned Authorities to Master of the vessel and Project Manager, DCIL, Mumbai project from time to time.
2. Interested Tenderers are advised to acquaint themselves, before quoting their rates, the working conditions having bearing on supply of water through water barges/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 potability of water from concerned authorities and also produce certificate from authorized Surveyor regarding suitability of the tanks of the Tankers to Project In-Charge, Mumbai project, 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 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 barges/tankers during the period when the dredger is under maintenance alongside berth / wharf, by barges/tankers.
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

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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/barges 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 barges/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 barges/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 600 Tons per month by barges/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 three year from the date of issue of work order. In case, if it is required, the contract may be extended on monthly basis at the same rate, terms and conditions. In case of decrease of Contract period, the Contractor will be informed in advance by serving 3 days notice of termination. In either case the Contractor shall not have any additional claim whatsoever.
9. Contract will be terminated within 7 (seven) 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 one month notice.
10. All the running expenses of contractor's barges/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 Mumbai Port Authorities for port entry of the barges/tankers in Port area and for carrying persons and materials. The Crew members employed by the

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contractor should also have valid certificate/license as required by Mumbai port /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 Mumbai port from any claims of such damages.
14. Interim bills will be paid monthly after deducting Performance Security at the percentage specified in the tender. The performance security will be refunded on successful completion of the original Contract period of three years and extended Contract Period if any. 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 dredger/s 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 Barge and assisting accessories/crafts 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 Mumbai 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. The contractor should

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make arrangements at his cost to mark with buoys during day time and night display lights and do all such things for the safety of navigation as may be required by Port authorities

22. The contractor shall forthwith and with due dispatch raise and remove any plant floating or otherwise or any barge or vessel or craft 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 buoys and display at night such lights and do all such requirements for the safety and navigation 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, boat vessel 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. Water Barge, Pontoon and assisting accessories should be covered under third party insurance as required.
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 Launch, self propelled barge 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 In-Charge regarding the suitability of the barges/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

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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 vessels 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 7 days 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

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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 DCIL ECPF 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), 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% 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.

Signature of Tenderer with seal

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, 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 terminated, and

the date upon which such termination becomes effective. A notice period of one month will be given.

50. DCI may operate supply of fresh water either through barges or by tankers or both. Quantity of supply through barge or by tankers will depend on MbPT permission to bring dredger along side or at anchorage/ dredging area.
51. In case MbPT/DCI instructs to operate only one method of supply of fresh water, other method of supply of fresh water will not be operated.
52. DCI may award the work separately to the lowest bidder of BOQ (1) and BOQ (2) provided the bidder has qualified the techno-commercial bid.
53. The mode of operating the contract i.e., supply of fresh water either by barges or by tankers is purely on the discretion of DCI. DCI reserves the right to operate any one of the BOQ items as per convenience of the master of the vessel / Project In-charge and their decision will be final.

1. Bid Form

Date.: 13-10-2017

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 *[description of services]* 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 _____. 2017_____.

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

**DREDGING CORPORATION OF INDIA LIMITED
(A Govt. of India undertaking)
VISAKHAPATNAM**

TENDER DOCUMENT FOR

**“SUPPLY OF FRESH WATER TO DCI DREDGERS WORKING AT MUMBAI
PORT ON ‘AS AND WHEN REQUIRED BASIS’ THROUGH
BARGES/TANKERS FOR A PERIOD OF THREE YEARS.”**

Cover - B

FINANCIAL BID

DREDGING CORPORATION OF INDIA LTD
Visakhapatnam
BILL OF QUANTITIES (1)

Name of work: **“Supply of Fresh Water to DCI Dredgers working at Mumbai port on ‘as and when required basis’ through Barges for a period of three years.”**

Sl. No.	Description of the item	Quantity	Unit	Rate per MT (Rs)	Amount (Rs.) (Both in figures and words)
01.	Supply of fresh water to DCI dredgers / vessels working at Mumbai port by Barges as per the requirement and direction of Project Manager (Rate quoted shall be inclusive of cost of water, hire charges of barges with required hoses, pumps and boosters, materials, labour, manning of barges, operation, fuel oil, lube oil, Port charges, Wharf age, transportation including taxes, other statutory levies etc. all, but excluding applicable GST.)	9,000 Tons (Approx) For 3 years	Per MT		
TOTAL					

DREDGING CORPORATION OF INDIA LTD
Visakhapatnam
BILL OF QUANTITIES (2)

Name of work: **“Supply of Fresh Water to DCI Dredgers working at Mumbai port on ‘as and when required basis’ through Tankers for a period of three years.”**

Sl. No.	Description of the item	Quantity	Unit	Rate per MT (Rs)	Amount (Rs.) (Both in figures and words)
01	Supply of Fresh water to DCI dredgers / vessels working at Mumbai Port through Tankers as per the requirement and direction of Project Manager. (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 including all taxes complete but excluding GST.	1,800 Tons (Approx) for 3 year	Per MT		

Note for both BOQs:

- i. The above quoted rate is all inclusive, except GST. No Idle time, Mob. De-mob and escalation charges etc. shall be paid.
- ii. Depending upon requirement, either supply of fresh water by barges/tankers or both the items shall be operated, and approximate quantity of both the items put together or in case only one BOQ is operated, shall be 10,800 MT for three years.

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 up to 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 up to 90 days 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

AGREEMENT

Agreement for the supply of fresh water to DCI dredgers working at Mumbai port as and when required basis through barges/tankers.

To,

General Manager (OPS)
Dredging Corporation of India Ltd.,
Visakhapatnam.

I/We hereby tender for the execution for Dredging Corporation of India Limited of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance, and in all respects with the specifications designs and instructions in writing referred to in here of and conditions of Contract and with such materials as are provided for by and in all other respects in accordance with such conditions as applicable.

MEMORANDUM

1. Name of work: "Supply of fresh water to DCI dredgers working at Mumbai Port on 'as and when required Basis' through barges/tankers for a period of three years".
2. Contract period is three years with the same rates, terms and conditions.
3. The Tenderer should submit EMD of Rs.38,502/- (Rupees Thirty Eight thousand Five hundred and Two only) while quoting for supply of fresh water through barges and tankers, to be submitted in all the above cases by way of E-Payment in favor of DREDGING CORPORATION OF INDIA LTD payable at Visakhapatnam from any Scheduled/Nationalized Bank.
4. For due fulfillment of this contract, an amount equivalent to 5% of the contract value will be recovered as performance Security at the rate of 10% from the running account bills till total performance security deducted is 5% of the contract value. The Earnest Money Deposit will be treated as part of the above Performance Security.

Item No, Description of work Unit Rate in Amount Fig. & Words - Separate bill of quantities attached

Should this tender be accepted I We hereby agree to abide by and fulfill the terms and provisions of the said conditions of the Contract for supply of fresh water to DCI dredgers working at Mumbai on as and when required basis through barges/tankers and NIT, Scope of work, special conditions, specifications, General conditions which have been read by me/ read and

Signature of Tenderer with seal

explained to me so far as applicable or in default there of to forfeit the extra cost if any, of carrying out the work at my/our risk and cost against the Earnest Money or Security Deposit available with 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 Earnest Money furnished by me/us and/or Security Deposit recovered from my/our interim bills. The sum of Rs.38,502/- (Rupees Thirty Eight thousand Five hundred and Two only) has been deposited against E.M.D. for the supply of fresh water by me with DCI Ltd. The full value of which is to be absolutely forfeited to DCI Ltd., without any prejudice to any other rights or remedies of the DCI Ltd., should I fail to commence the work specified in the above memorandum.

Signature of the Contractor

Dated the _____ day of _____ 2017

Signature of Witness and Address:

The above tender is hereby accepted by me on behalf of DCI Ltd., the day of

DREDGING CORPORATION OF INDIA LIMITED

General Manager (OPS)

PROFORMA

Date:

To

The Dredging Corporation of India Limited,
Visakhapatnam-530001.

Sir,

Sub: Tender for “Supply of fresh water to DCI dredgers working at Mumbai Port on ‘as and when required Basis’ through barges/tankers for a period of three years”.– Reg.

A. With reference to your Tender No. Ref: DCI/OPS/MUM/FW/2017 Date.13.10.2017 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.

PROFORMA

Date:

To

The Dredging Corporation of India Limited,
Visakhapatnam-530001.

Sir,

Sub: Tender for “Supply of fresh water to DCI dredgers/ Vessels working at Mumbai on as and when required basis through barges/tankers for a period of three years” – Reg.

A. With reference to your Tender Ref: DCI/OPS/MUM/FW/2017, Date.13.10.2017 and as per GCC Cl: 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.

PROFORMA

Date:

To

The Dredging Corporation of India Limited,
Visakhapatnam-530001.

Sir,

Sub: Tender for “Supply of fresh water to DCI dredgers/ Vessels working at Mumbai on as and when required basis through barges/tankers for a period of three years”– Reg.

A. With reference to your Tender Ref: DCI/OPS/MUM/FW/2017, Date. 13.10.2017 and as per GCC Cl: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 Cl: 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,

PROFORMA

Date:

To

The Dredging Corporation of India Limited,
Visakhapatnam-530001.

Sir,

Sub: Tender for “Supply of fresh water to DCI dredgers/ Vessels working at Mumbai on as and when required basis through barges/tankers for a period of three years”. – Reg.

With reference to your Tender Ref: DCI/OPS/MUM/FW/2017 Date: 13.10.2017 and as per GCC Cl: 27, we hereby furnished our Bank Account details for payment through E-transfer as follows:

1. Name of the Firm :
2. Name of bank :
3. Name of branch :
4. Account No. :
5. IFSC No. of the Bank :

Thanking you,

Yours faithfully,