

Dear Sirs,

Sealed Tenders are invited in two bid system from reputed service providers for undertaking Comprehensive Annual Maintenance contract of Emerson liberty make UPS systems at our AOB, Dredge House, Port Area, at Visakhapatnam, initially for a period one year and extendable for a further period of two years on year to year basis on the same rates and terms & Conditions. The total contract period is three years. The tender documents contain in section-I to Section-V. are enclosed herewith. Interested Parties may obtain tender documents from the undersigned from 06.04.2018 to 19.04.2018 during office hours on all working days by paying the cost of tender documents Rs 270.00 including GST online in DCI account as per the bank details given below.

The Bank details and GST no of DCI is as follows

GST No : 37AAACD6021B1ZB
Name of the bank : Syndicate Bank
Branch : DCI Branch, Dredge House Port Area, VSP-1
IFSC Code : SYNB0003583
Account type : Current account
Account No : 35833070000014

Section-I	Tender
Section-II	Scope of work
Section-III	General & Special conditions of contract
Section-IV	Technical Specifications
Section-V	Bill of Quantities

The complete tender documents are also hosted in central public Procurement Portal (CPP) website, i.e. www.eprocure.gov.in and also in DCI website www.dredge-india.com . The interested parties may also down load the tender documents from the above web sites for participation in the tender by paying the cost of tender documents online in DCI account as per the details mentioned above, without which the tender will not be considered.

Thanking You,

Yours Faithfully,
For Dredging Corporation of India Limited

DGM (HR)

Encl: As above

SECTION –I

TENDER

M/s. Dredging Corporation of India Limited (A Government of India Undertaking) is desirous of off load the work relating to Comprehensive Annual Maintenance contract of Emerson Liberty make UPS Systems of 6KVA & 10 KVA Capacity placed at their AOB, the details are as indicated in the following Memorandum:-

MEMORANDUM

- i) Name of work : Comprehensive Annual Maintenance Contract of Emerson Liberty make UPS systems of 6 KVA & 10 KVA Capacity.
- ii) EMD : Rs. 14,300.00 (Rupees fourteen thousand three hundred only). EMD shall be submitted along with Technical Bid.
The same may be submitted on line in Dredging Corporation of India Ltd. Current Account, as per the details given on the letter of invitation
- iii) Security Deposit : 5% on the value of the work. The S.D shall be submitted only after opening of the tender and if you are L-1 and before placing the order.
- iv) Period of Contract :Initially for a period of one year and extendable for a futures period of two years on year to year basis on the same rates and terms and conditions.
- v) Issue of Tenders Documents :From 06.04.2018 to 19.04.2018 all working days
- vi) Last date for receipt of Tenders : Up to 1500 Hrs. On 20.04.2018
- vii) Date & Time of Opening Of Technical Bids : at 1530 Hrs. On 20.04.2018

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

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

Signature of the Tenderer
(at the time of submission
of tender) with Seal

Date
day of
2018

Signature of the witness
To the Contractor's
Signature

Witness :
Address :
Occupation :

SIGNATURE OF THE TENDERER WITH SEAL

SECTION-II
SCOPE OF WORK

1. The Comprehensive Annual Maintenance Contract covers attending to any no. of breakdown calls and four preventive maintenance services in a years during the tenure of the contract
2. Except batteries all other equipment and accessorises are covered under the CAMC
3. All routine service should be carried out at our AOB.
4. The contractors should arrange necessary tools and plants.
5. The tools and plants or any other spares brought to our premises should be entered in the registers provided at the security.
6. Service calls and repairs should be attended within 02 Hours intimation.
7. All the installations should be checked for Electrical loose connections, battery healthiness, earthing, input/output current, Voltages, etc.
8. A qualified supervisor should be present during the course of Servicing of Ups Systems.
9. Necessary service records/ registers should be maintained as prescribed and directed by Authorized Representative of DCI.
10. Only qualified and well –trained technicians/ Engineers should undertake the servicing of UPS Systems.
11. All the required equipment to test the healthiness of batteries, UPS Systems shall be arranged by the tenderer only.
12. In case of any installation found to be installed wrongly/ malfunctioning, the contractor should re-fix the same properly at his risk and cost.
13. Payment shall be made quarterly on successful completion of the servicing during that quarter and within 30 days from the date of receipt of invoice, services reports, etc.

SIGNATURE OF THE TENDERER WITH SEAL

SECTION-III
GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1. Tenderers are requested to submit their Technical Bid& Price Bid in two separate sealed covers and both the Technical Bid cover and Price Bid cover shall be put in another sealed cover duly indicating on the tender cover” Tender for CAMC of UPS systems” Tender No. DCI/HR/06/Elect/UPS/2018 Dt. 05.04.2018 and submit on or before 1500 hrs. on 20.04.2018
2. The Technical Bid cover shall contain the tender documents Viz Section-I to Section-IV along with all enclosures, annexure, EMD, etc. The price bid cover shall contain only Section V i.e. Bill of Quantities. Submission of tenders both Technical& price bid papers in single cover is liable for rejection.
3. The sealed tender completed in all respects may either be submitted by post before the stipulated time and date i.e., 1500 hrs. on 20.04.2018 of the same may be dropped in the tender box placed at Ground Floor, Dredge House” Port Area, Visakhapatnam-530 001. In case the tenders are sent by post, DCI will not be responsible for any postal delays. Unsealed tenders will be summarily rejected.
4. Tenders received after specified time and date will not be accepted.
5. Towards Security Deposit for the due fulfilment of this contract, amount as stated in Memorandum will have to be deposited by the successful tenderer before placing the work order. The Earnest Money Deposit will be treated as part of the Security Deposit.
6. All tenders must be absolutely clear, failing which the same will not be considered.
7. All columns would be properly and legibly filled in. No column would be left blank. Any correction in the rates etc. would be duly attested by the tenderer. Alterations, if any, not authenticated with attestation may result in the reject of the tender.
8. Rates quoted by the tenderer in item rate tender in figures and words will be accurately filled in so that there is no discrepancy in the rates written in figures and words.
9. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that the interpolation is not possible. The total amount would be written both in figures and in words. In case of figures word Rs. would be written before the figures of rupees and words Paisa after decimal figures Viz., Rs.2.15. Ps. And in the case of words, the word rupees should precede and the words paisa would be written at the end. Unless when the rate is in whole rupee and followed by the words only, it would be invariably be up to two decimal place.
10. The rate will be quoted in decimal coinage and will be noted in words and figures. The amount for each item would be worked out and the requisite total given.
11. If the amount of an item is not worked out by the tenderer, it does not correspond with the rates written either in figures of in words, then the rate quoted by the tenderer in words will be taken as correct.
12. Where the rates quoted by the tenderer in fighters and words tallies but the amount is not worked out correctly, the rate quoted by the tenderer will be taken as correct and not the amount.
13. Item rate tender bearing any inscription either to increase or decrease the quoted, they will not be considered and such tender will be rejected summarily.

SIGNATURE OF THE TENDERER WITH SEAL

14. The tenderer should sign on all pages of the tender documents including schedule attached with the tender while rendering for the work.
15. The rate quoted in the tender will remain firm during the currency of contract including the extended period if any. Escalation on any account is not admissible.
16. When a tenderer signs a tender in an Indian Language, the rates and the total amount tendered would also be written in the same language. In case of illiterate contractors, the rates or the amounts tendered would be attested by witness
17. The rate quoted shall be inclusive of all taxes in respect of this contract Dredging Corporation of India Limited will not entrain any claim whatsoever in this respect. However, with regard to GST, the same will be paid as per the rates fixed by Govt. of India from time to time.
18. The tender should be valid for a period of 90 days (Ninety) from the date of opening.
19. DCI reserves the right to cancel/withdraw the tender at any stage without assigning any reason.
20. Conditional tenders and additional conditions of the tenderer will not be considered.
21. In the event of any breach on the part of the contract, the Corporation reserves the right to forfeit the entire security deposit. Corporation also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer.
22. All rules and regulations governing the Dredging Corporation of India Limited will be applicable.
23. If as a result of any post audit, any amount is found to be recoverable from the tenderer, the same will be recovered first from any sum due to the tenderer against any current bill of the tenderer and or from their security deposit and /or from any other amount due from the Corporation and /or on demand.
24. All claims of the Dredging Corporation of India Limited against this contract or any other transactions whatsoever will be recovered from the amounts due to the tenderer under this account.
25. All liabilities such as compensation under Workmen's Compensation Act, PF Act and other regulations of the Govt, prevailing and as amended from time to time will be to the tenderer's account and the tenderer must indemnify the DCI against such liabilities

SIGNATURE OF THE TENDERER WITH SEAL

26. If the tenderer makes default in proceeding with the work with due diligence, due to lack of Resources of organisation or work carried out is not up to expected standards, the Corporation reserves right to cancel to contract at 3 (three) days notice at any time during the currency of the contract. If the tenderer fails to execute the works as per conditions of the contract the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. The Corporation would be entitled to with hold any sum due and payable to the tenderer towards the sum as a result of the said breach or default, the contractor will not have any claim for commendation or otherwise on this account.
27. The tender is Non-Transferable and if transferred, it is liable for rejection.
28. ARBITRATION: Should any dispute or difference arise between the Corporation and the contractor in connection with this contract, or as to the rights and liabilities of the parties here to, it will be referred to Arbitration by a sole Arbitration, a person to e Appointed by the Chairman-cum-Managing Director, Dredging Corporation of India Ltd., Visakhapatnam and the award of the Arbitrator shall be final and binding upon the parties here to, subject to the provisions of the Arbitration and Conciliation Act, 1996 (Act,26 of 1996). The Arbitrator will give a reasonable award. It will be in Accordance with the provisions of the Arbitration and Conciliation ACT, 1996 of any statutory modification or re-enactment thereof. The Arbitration may from time to time with the consent of the parties enlarge the time for making & publishing the award any interest in the award either for the Pre-reference period of pen dentine life. The venue of the Arbitration will be at Visakhapatnam, and the courts at Visakhapatnam will have exclusive jurisdiction on all matters with reference to this contract.
29. The tenderer will furnish a certificate that he is not related to any officer of Dredging Corporation of India Limited or any officer of the rank of asst. Secretary or above in the ministry of Shipping, Government of India. The tender should give a declaration along with their tender about the names of the relatives, who are employed in Dredging Corporation of India Limited. Pro-forma of declaration attached. (Pro-forma-I).
30. The tenderer shall give an undertaking that they 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 have not committed any offence under Prevention of Corruption Act in connection with the Bid process (Pro-forma-II) The tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents) in connection with the bid (pro-forma-II)
31. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the contractor who resorts to canvassing will be liable for rejection.
32. Tenders, which do not fulfil all or any of the above conditions or incomplete in any respect, are liable for summary rejection.
33. The work will b commenced and completed as per the time schedule mentioned. In the event of delay in commencing the subject work, as stipulated in the work order, the work order issued to the party will be cancelled and SD will be forfeited.

SIGNATURE OF THE TENDERER WITH SEAL

34. If the tenderer fails to complete the work, DCI reserves the right to execute the work from the other sources at the risk and cost of the tenderer and SD submitted will be forfeited.
35. No claim for the increase in the rates of the materials and labour during the contract period will be entertained by DCI.
36. Post- tender negotiations are banned, except in the case of negotiations with L-1 (i.e. lowest tenderer).
37. In case the tenderer fails to execute and complete the works within the stipulated period, liquidated damages @ 1% per week or part thereof up to a maximum of 10% of the contract value for delay in the completion of work will be levied on the value of the balance work to be completed as per work order for non completion of the work.
38. The Security Deposit will be submitted before award of the work. The security Deposit amount will be returned after successful completion of the contract. During the above period, the tenderer will rectify defects, if any found at his cost.
39. The tenderer will make their own arrangements for the transportation of all materials, the same will be kept under their safe custody till they are utilised on the work and DCI will not be held responsible for any loss, etc.
40. Time is the essence of the contract. The tenderer will complete the work within the stipulated time. However, suitable extension of time will be granted in case of stoppage of works due to natural calamities and other reasons if found necessary for completion of this work, at the discretion of competent authority.
41. Wages shall be paid by the contractor to the workmen, directly without intervention of any jamadars or the chowkidars and that the contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadars from the wages of the workmen. The contractor shall also strictly comply with the various provision of the labour welfare statutes like:
 - i) Contract Labour (Regulation and Abolition Act, 1970
 - ii) Inter-state Migrant workmen (regulation of Employment and Conditions of Service) Act, 1979.
 - iii) Industrial Dispute Act, 1947
 - iv) Payment of Gratuity Act. 1972
 - v) Equal Remuneration Act. 1976.
 - vi) Employees Provident Fund and misc. Provisions Act. 1952.
 - vii) minimum Wages Act, 1948.
 - viii) ESI Act, 1948 and
 - ix) Laws applicable to women, wherever applicable and any other relevant statutes together with the amendments thereon. The Contractor shall maintain various registers as required under the statutes and produce to the officer of the Corporation nominated for the purpose. Every month/ as and when required for verification. No child labour should be engaged.

SIGNATURE OF THE TENDERER WITH SEAL

SECTION- IV
TECHNICAL SPECIFICATIONS

01. The quantities mentioned in the Bill of Quantities are only approximate. The Corporation reserves the right to increase/decrease the quantities up to (Plus or minus) 20% or not to consider the items for acceptance.
 02. The tenderer should specify whether they are manufacturers/ Authorized Agents / Dealers for a particular brand of AC units. etc.
 03. For patented items. Corporation reserves the right to demand submission of material price lists.
 04. The successful tender(s) shall require to complete the work within the scheduled time. The acceptance of the work is subject to fulfilling all the conditions of the tender and testing of the equipment as per standard specifications of the manufacturer. Bill for payment shall be settled quarterly within 30 days from the date of submission of bill complete in all respects, as per work - Order, with in the stipulated period. Liquidated damages shall be levied by way of penalty which shall be deducted from the respective bills, at 1 % per week or part there of up to a maximum of 10% of contract value on the value of the balance work to be completed as per Work order, for non- completion of the work.
 05. The Security Deposit will be refunded to the tenderer, after satisfactory completion of the AMC period, including extended period, if any
 06. The tenderer should have experience of having successfully completed similar works during the last 05 years ending last day of the month previous to the one in which tenders are invited, either of the following for which supporting documents should be enclosed.
 - 1). Three similar completed works costing not less than the amount equal to Rs 2,86,600.00each or
 - 2). Two similar completed works costing not less than the amount equal to Rs 3,58,250.00each or
 - 3). On similar completed works costing not less than the amount equal to Rs 5,73,200.00
- 01) The tender will have annual financial turn over during the last three years ending 31st March of the previous financial years at least Rs 2,14,950-00per year.

SIGNATURE OF THE TENDERER WITH SEAL

The following details may be submitted along with the “Technical Bid “ cover

- A) Experience during last five years period along with copies of work – orders duly mentioning the value of work, etc
- B) Annual Turn-over during the last three years period:
(Attach certified copies of audited balance sheet& P&L A/C)
2015-16

2016-17

2017-18
- C) EMD particulars such as details of on line payment made in DCI account (UTR No)
- D) Details of bank i.e. address, A/C No., IFSC code , Name of the Bank
- E) PAN NO. (Copy should be enclose)
 - A) GST No. (copy should be enclosed)
 - B) Cost of Tender Documents paid on line in DCI account (UTR No.)

SIGNATURE OF THE RTENDERER WITH SEAL

SECTION –V
BILL OF QUANTITIES

Sl. No	Description	Qty, Nos.	Rate/Unit/Annum.		Total/Annum	
			Rs.	Ps.	Rs.	Ps.
01.	Comprehensive Annual Maintenance Charges for Emerson liberty make UPS Systems as per the Scope of work placed at Section-II of the tender. A) 6KVA PB 6000 Model.	04				
	Comprehensive Annual Maintenance Charges for Emerson liberty make UPS Systems as per the Scope of work placed at Section-II of the tender. B) 10 KVA-400D Model	03(*)				
	Sub- Total					
	GST					
	Net Amount					

(Rupees----- only).

(*) Out of three UPS systems one UPS will be covered under CAMC w.e.f. 01.01.2019 as the same is under warranty till such time.

Note: 1. Income Tax/other taxes, if any will be deducted from the bills as per the rules prevailing from time to time.

2. The above Charges shall be inclusive of taxes, duties, levies, transportation, GST ,etc.

3. The L-1 party will be identified based on the overall lowest for all the items put together

SIGNATURE OF THE TENDERER WITH SEAL

PROFORMA- I

Date:

To
M/s. Dredging Corporation of India Ltd.,
“Dredge House “. Port Area,
VISAKHAPATNAM-530035.

Sir,

Sub: Tender for CAMC of UPS systems –Reg.

With reference to your Tender No. DCI/HR/06/Elect/ UPS/2018 Dated. 05.04..2018 and as per CI. No. 29 of general & Special conditions of the contract, we here by certify that we are not related to ay 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.,

Thanking you,

Yours fait fully,

PROFORMA-II

Date:

To

M/s. Dredging Corporation of India Ltd.,
“Dredge House”, Port Area,
Visakhapatnam -530001.

Dear Sirs,

Sub: Tender for CAMC of UPS systems-Reg.

With reference to your tender No. DCI/HR/06/Elect/UPS/2018 Dt. 05.04.2018 And as per clause No 30 of general & special conditions of the contract, we here by certify that we have not made any payment of illegal gratification to any person /authority connected with the bid process so as to influence the bid process and have not committed any offence under the prevention of Corruption Act in connection with the bid.

Thanking you,

Yours faithfully,

FORM OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT.

(To be executed on Rs. 100/- Non-judicial stamp paper)

In consideration of dredging Corporation of India Limited, a Company incorporated under the company Act 1956 and having its registered office at Core-2, Floor, Scope miner, plotNo.2A & 28, Laxmi Nagar District centre, Delhi-110091 (herein after called the DCI having agreed to exempt. M/s. ----- (indicate name & full address of the tenderer) (hereinafter called the said "Tenderer") From payment under the terms and conditions of the tender dated.-----No.-----made between the DCI. And the tender for ----- (here in after called the said "tender") of earnest money deposit in cash for the due fulfilment by the said tenderer of the terms and conditions contained in the said tender on production of a bank Guarantee for Rs.----- (Rupees.-----Only).

We ----- (indicate the name of bank) (here in after referred as the bank) at the request of M/s.----- the said tenderer do here by undertaking to pay to the DCI an amount not exceeding Rs.----- against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said tenderer of any of the terms of conditions contained the said tender.

2. We ----- do here by undertaking to pay the amounts due and (indicate the name of Bank)----- Payable under this guarantee without any demur, merely on a demand from the DCI stating that the amount claimed is due by way of loss or damage caused to or damage caused to or said tenderer of any of the terms or conditions contained in the said tender. Any such demand made on the bank shall be conclusive as regards the mounts due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs,

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

4. We----- (indicate the name of bank) Further agree that the guarantee here in contained, 1 all remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable ill all the dues of the performance of the OCI under off by virtue of the said tender have been fully paid and its claim satisfied or discharged for till the DCI certifies that the terms and conditions of the said tender have been fully and properly carried out by tile said tender and accordingly discharged this guarantee. Unless a demand of claim under this guarantee is made on I/s in written on or before -----, we shall be discharged from nil liability under this guarantee thereafter.

5. We ----- (indicate the further agree that the DCI shall have the fullest liberty without our consent and with our affecting in any manner our obligations here under to vary any of the terms and conditions of the said tender or to extend time to time any of the terms and conditions relating to the said tender by the DCI against to the said tenderer and to forbear or enforce any of the terms and reason of any such variation or extension being granted to the said tenderer of for any forbearance, act or omission on the pan the DCI or any indulgence by the DCI to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but (or this provision, have effect of so relieving us.

6. This guarantee will not be discharged to the change in the condition of the bank or the tenderer.

7. We,----- (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency expect with the previous consent of the DCI in writing.

Date the ----- day of ----- 2009
For ----- (indicate the name of bank)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER WORTH OF. Rs 100/.

To,

The Dredging Corporation of India Ltd,
"Dredge House ", Port Area,
Visakhapatnam /530001

Whereas -----(indicate name &full address of the tenderer)
(here in after called the "tenderer ") has submitted its tender dated ----- for the Execution of (Name of work) In favour of DREDGING CORPORATION IF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam-530001 (here in after called the "corporation").

Know all men by these present that we,
(Bankers full address)(here after called "bank") are bound unto the corporation for the sum of Rs. xxxxxxxxx(Rupees only) 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 me tender specified in me tender (or)
- (b) After having been notified of the acceptance of his tender by the corporation during me period of tender Validity.

2. Fails or refuses to execute the Agreement, if required. Or do not commence the work as per the letter of Intent or work order.

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 mat in their demand the Corporation will note that the amount claimed is due 10 him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

Notwithstanding anything here in 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 opening of tender and any demand in respect thereof must reach the bank not later than me 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 here under.

Dated:

SIGNATURE OF THE BANK WITH SEAL