

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: KOCHI
KOCHI- 682016
Phone No.0484-2356232, Fax: 0484-2356627,
E-mail: pokochi@dcil.co.in

Ref No: KOC/OPS/CSL/11D/LABOUR/2018/576

Date: 02-06-2018

TENDER DOCUMENT FOR

“Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: KOCHI
KOCHI- 682016
Phone No.0484-2356232, 2356627,
E-mail: pokochi@dcil.co.in

Ref No: KOC/OPS/CSL/11D/LABOUR /2018/576

Date: 02-06-2018

Name of the work: “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”

TENDER ISSUED TO: -----

Project In Charge

DREDGING CORPORATION OF INDIA LIMITED

PROJECT OFFICE: KOCHI

KOCHI- 682016

Phone No.0484-2356232, 2356627,

E-mail: pokochi@dcil.co.inNOTICE INVITING TENDER

Ref No: KOC/OPS/CSL/11D/LABOUR /2018/ 576

Date: 02-06-2018

Sealed Tenders are invited in two cover bid system (i.e.) Cover-A “Techno-Commercial Bid”, Cover-B “Price Bid” by DREDGING CORPORATION OF INDIA LIMITED, PROJECT OFFICE, COCHIN-682 016 from competent and experienced contractors for the following work :-

- 1 Name of the work : “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”
- 2 Period of Contract : One year from the date of commencement of work and extendable for further six months with same rates, terms and conditions.
- 3 Cost of Tender Document : Rs.1180/-including applicable GST, Non-refundable, to be remitted only through NEFT/RTGS and copy of electronic receipt / UTR to be enclosed with the tender. The details of DCI Current Account at Syndicate Bank is as follows;
DCI Current Account No: 35833070000014
Branch Name: DCIL Ltd, Port Area Branch, Visakhapatnam – 530 001.
IFSC/RTGS No: SYNB0003583.
SWIFT CODE No: SYNBINBB032.
- 4 Earnest Money Deposit : Rs.29, 600/- (Rupees twenty nine thousand six hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt / UTR to be enclosed with the tender or in the form of Bank Guarantee as per format provided in the tender. The details of DCI Current Account at Syndicate Bank is as follows;
DCI Current Account No: 35833070000014
Branch Name: DCIL Ltd, Port Area Branch, Visakhapatnam – 530 001.
IFSC/RTGS No: SYNB0003583.
SWIFT CODE No: SYNBINBB032.
- 5 Issue of tender documents : All working days on 02-06-2018 from 1000 Hrs to 16-06-2018 up to 1700 Hrs from the Project Office of Dredging Corporation of India Ltd, Door No.39/3907, Allapat Cross

Road, Ravipuram, Cochin- 682 016.

- 6 Last date and time for receipt of Tenders : 18-06-2018 up to 1400 Hrs in the Project Office, Dredging Corporation of India Ltd, Door No.39/3907, Allapat Cross Road, Ravipuram, Cochin- 682 016
- 7 Date & time of opening of Techno-Commercial Bids : On 18-06-2018 at 1430 Hrs Dredging Corporation of India Ltd, Project Office, Kochi.
- 8 Address for issue and receipt of tenders : **Project In Charge**
Dredging Corporation of India Ltd.
(A Government of India Undertaking)
Project Office, Kochi, Door No-39/3907
Allapat Cross Road, Ravipuram, Cochin-682016, Kerala.
Phone-+91-09656100338/09656100326
E – MAIL ID : pokochi@dcil.co.in

Pre-Qualification Criteria:

1. Average Annual Financial Turn over during the last three years ending 31st March '2017 should be at least Rs.8.88 Lakhs.
2. Experience of having successfully completed similar works during the last seven years, ending last day of month previous to the one which tenders are invited should be any of the following :
 - Three Similar Completed works each costing not less than the amount of Rs.11.84 Lakhs.
 - OR
 - Two similar completed works each costing not less than the amount of Rs.14.80 Lakhs
 - OR
 - One Similar Completed work Costing not less than the amount of Rs.23.68 Lakhs.

Interested eligible Tenderer may obtain the Tender documents at the office of:

Project In Charge

Dredging Corporation of India Ltd.
(A Government of India Undertaking)
Project Office, Kochi, Door No-39/3907
Allapat Cross Road, Ravipuram, Cochin-682016, Kerala.
Phone-+91-09656100338/09656100326
E – MAIL ID: pokochi@dcil.co.in

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 in web site www.tenders.gov.in www.dredge-india.com and <https://eprocure.gov.in>. Interested parties may visit the same. The blank proposal document can also be down loaded from our Website by remitting an amount of Rs.1180/-(Rupees one thousand one hundred eighty only) through NEFT/RTGS and the copy of electronic receipt / UTR should be submitted with Technical Bid.

The detail of DCI Current Account at Syndicate Bank is follows;

DCI Current Account No: 35833070000014.

Branch Name: DCI LTD, PORT AREA BRANCH, VISAKHAPATNAM-01.

IFSC/RTGS No: SYNB0003583.

SWIFT CODE No: SYNBINBB032.

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.

Project In Charge

SCOPE OF WORK

Dredging Corporation Of India Limited is awarded to execute Maintenance Dredging at Cochin Shipyard Limited, Kochi by deploying DCI ID Ganga with Trailing Suction Hopper Dredgers and at Cochin port by deploying Trailing suction hopper dredgers, In addition DCI Survey launch, Backhoe dredger, Tug –VII also being deployed at Kochi as supporting crafts.

In this connection the Corporation desires to engage semi skilled and unskilled labours through competent and experienced contractor. Further, labours are required to work on board of DCI survey launch and various miscellaneous jobs on board DCI dredgers in stream/berth in and around Cochin Port area. The period of contract is for one year and extendable for another six months at the discretion of DCIL. Labours are required as and when required basis throughout the contract period and extended period of the contract. The scope of work for attending the jobs by the labours, during dredging assignment, is as follows:

SPECIFICATIONS AND SCOPE OF WORK: Supply of semi skilled and unskilled labours for attending pipeline works for Maintenance Dredging at proposed by CoPT and CSL Kochi in front of berths Q1 to Q3 and other areas in and around Cochin Port and other project related works.

1. This tender is mainly for Supply of semi skilled and unskilled labours for attending pipe-line works and other project works at Cochin port/CSL Cochin, on as and when required basis as per instructions of Project In Charge. The workers involves on shifts of 8 hrs working in each shift and for 3 shift on all days including Sundays and holidays during the period of the contract as per the direction of DCI.
2. To attend day to day miscellaneous works related to Pipeline, connection & disconnection of pipes, loading & unloading of self floating pipes/steel pipes/ steel floaters, tightening of nuts & bolts in shore as well as water, Shifting of pipeline, laying/removal of anchors & buoys, watch & ward works, and other related works as required from time to time, as per instructions of Project In Charge or his authorized representative or Site-in charge.
3. During dredging assignment, if any tools and stores items as required are to be collected from project Office-stores as per the instructions of Site-in charge and same to be kept at safe custody at Site. Same to be handed over to the next shift personnel. If any material/ tools are lost due to negligence of the Contractor personnel, the cost of material/tools will be recovered from the contractor running/final bill.
4. The workmen should be made available on DCI Dredger/DCI Vessel /dredging site/ DCI survey launch round the clock by shifting duty round the clock for arranging/assisting of shifting of pipelines, work on board the vessel/survey launch and other works related to dredging/survey operation as per the direction of Master/Site in Charge.
5. Labours to carry out other related works and Watch Keeping as and when required as per the instructions of Site-in Charge / Project In charge.
6. The Labours are required to work on 8 hrs shift in 03 (Three) shifts or two shifts as per requirement and as per the direction of Master/Officer in Charge. Number of Labours to be supplied will be intimated by one day advance notice for the next day work.
7. However, in emergency, contractor should be able to supply his workmen with short notice. In such cases the actual number of requirement would be intimated from time to time and the contractor shall supply the required workmen without any delay.

8. The contractor shall supply workmen preferably who has past experience in of Pipeline works/on Cutter Suction Dredger/Vessels. The Workmen shall report to the Officer-in Charge at correct time and on completion of work shall disembark/get down from dredger/vessel or leave Work-Site without any disturbance to the Dredging operations and staff.
9. The payment shall be made as per the actual work done and as per the rates quoted in the schedule. Request for revision in rates in later date is not allowed. Hence the Contractor is advised to inspect the site and study the nature of work, before quoting their rates.
10. Contractor should maintain daily attendance Sheet of the labours supplied shift wise. Bills will be settled based on the Certification of attendance from the site –in charge or the Master of the Dredger or Officer-in Charge/Surveyor or Representative of PIC, which should be attached along with bills for settlement.
11. Labours engaged should be capable to work in on board the vessel in Stream/berth and onboard dredgers/crafts for assisting/carrying out various project related works such as handling of Diving equipments, spares to & from dredger/craft, loading/unloading of survey equipments, assisting repair related works etc. on board vessel/shore/survey launch as per the direction of Project in Charge or his authorized representative time to time.

GENERAL TERMS AND CONDITIONS

“As an ISO 14001:2004 (Environmental Management System) certified company DCI committed for Prevention of pollution by implementing environmental friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining to Environmental Protection. Also the Contractor shall adopt the environmental friendly procedures for execution of the work to the maximum possible extent.”

Instructions to the Tenderer:

The Eligible tenderer should submit his tender in “Two covers system” i.e. “Techno-Commercial Bid” and “Price or Financial Bid” in the manner prescribed below:

The Tender for the work are based on two-cover bid system, “Cover-A” containing ‘Techno-Commercial Bid’ along with all enclosures to be put in a sealed cover superscribed with the words – “Cover-A” “Techno-Commercial Bid” for the work “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”.

The Price or Financial Bid containing only tendered amount is required to be put in another sealed cover superscribed with the words – “Cover-B” “Price Bid” for the work “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”.

Both the cover (s) to be put in a third cover super scribed Tender for “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”. Cover should be sealed and submitted on or before due date and time.

1. The Tenderer shall ensure that rates quoted in the BOQ has not mentioned in any paper or enclosures submitted in “Cover-A” either directly or indirectly. If any such mention is made, the tender will be rejected at that stage.
2. Tender to be submitted in the tender box to the addressed of Project-In-Charge, Dredging corporation of India Ltd, Project Office, Kochi, Door No-39/3907, Allapat Cross Road, Ravipuram, Cochin-682016, Kerala, Phone-+91-09656100338/09656100326.
3. The Tender with all enclosures will be received by Project-In-Charge, Dredging Corporation of India Ltd, Project Office, Kochi, Door No-39/3907, Allapat Cross Road, Ravipuram, Cochin-682016, Kerala upto 1500 hours on xx-xx-2017.
4. The tenders should be submitted to the office of the **Project-In-Charge, Dredging Corporation of India Ltd, Project Office, Kochi, Door No-39/3907, Allapat Cross Road, Ravipuram, Cochin-682016, Kerala** by post/Courier in sealed cover and tenderer should obtain written acknowledgement for the same. The tenderer should specifically note that their tenders whether send by post or by hand must reach this office on or before due date and time. Tenders received after due date and time will not be considered for acceptance.

5. The tenderer should study the tender documents carefully and understand before submission of tender. Tenderer may get himself acquainted with the nature and scope of work and the local & site conditions before quoting the tender.
6. The Tenderer should sign on all the pages of the tender documents before submitting tender. The Tenderer should quote the 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. Any corrections to rates shall be supported by the tenderer signature there against.
7. 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.
8. Tenders not accompanied with Earnest Money Deposit as specified or found to be incomplete in any respect are liable to be rejected.
9. Canvassing, in connection with the tenders 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 Counter conditions/additional conditions whatsoever offered by the tenderer shall be liable for rejection. The tender should not be transferable and it is liable for rejection.
11. The rates quoted in the Bill of Quantities of the tender must be filled in ink only, both in figures and words. The Contractor shall pay all taxes, levies, duties, etc, excluding GST which he/she may be liable to pay to the state/Central Government of India or any other authority under any law for the time being in force as on 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 goods and service tax only will be reimbursed to the contractor subject to production of proof of payment made to the goods and service tax authorities.
12. The contractor, while executing the work shall be responsible for safety of his workmen employed. The Corporation shall not be liable for any damage or compensation arising out of any accident or injury to any work men or other persons or loss of life in employment of the contractor and the contractor 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.
13. The first Cover marked "Cover-A" Techno commercial bid will be opened at 14:30 hrs on 18-06-2018 at DCIL Project Office Kochi in the presence of the tenderers or their authorized representatives who wish to be present.
14. The second cover "Cover-B" Price Bid will be opened at latter date. The date and time of opening of price bid will be notified to the tenderer, whose tender found technical qualified.
15. The offer should be submitted in two cover system as described below:

(a) Cover-A: Super scribed on it “Technical bid” for the work “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”.

16. and should contain the following:

- (i) EMD of Rs. 29,600/- ((Rupees twenty nine thousand six hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt / UTR to be enclosed with the tender or in the form of Bank Guarantee as per format provided in the tender. The same should be attached with the tender and placed in “Cover-A”. The Earnest Money Deposit shall not carry any interest. The earnest money deposit submitted in the form of bank guarantee issued shall be valid till thirty (30) days beyond the validity period of the bid.
- ii) Proof of experience of having executed for similar type of work in any Govt. /PSU/Semi-Govt. or reputed private sector organization and proof of satisfactory completion of the work.
- iii) Bid form except the price schedule completed in accordance with tender.
- iv) Copy of clear title of owner specifying name of owner and in case tenderer is not the owner, necessary documents in support of authorization to operate the tender in original duly executed on stamp paper duly notarized.
- v) Duly signed tender document except bill of quantities.
- vi) Audited Balance sheet of the company for the last 3 (three) years ending the March'2017.
- vii) PAN number and GST Registration details.
- viii) Authorization for the person signing the tender.
- ix) Power of attorney on stamp paper, in favour of the person authorized to sign the tender document.
- x) 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.
- xi) Information regarding any current litigation in which the Tenderer is involved.
- xii) Copies of the valid labour license, GST Registration Number and Registration with Provident fund Authorities.

(b) Cover-B : “Price or Financial bid” for the work “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port” and should not contain any other document other than bill of quantities.

21. **EARNEST MONEY DEPOSIT (EMD)**

21.1 The bidder shall furnish copy of electronic receipt / UTR of the Earnest Money Deposit of Rs.29,600/- (Rupees twenty nine thousand six hundred only), remitted in DCIL Head Office Current Account through NEFT/RTGS with the tender or in the form of Bank Guarantee as per format provided in the tender. The Earnest Money Deposit shall not carry any interest.

21.2. 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 SD which will be released after satisfactory completion of the contract.

21.3. If any Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender or modifies his tender after opening or after issue of work order in such case EMD will be forfeited in favour of the corporation.

22. SECURITY DEPOSIT: For fulfillment of this contract an amount equivalent to 10% of the value of work done shall be recovered as Security Deposit from the running account bills. The EMD shall be treated as part of the above security Deposit and shall be retained by the corporation until the satisfactory completion of the contract including Extension Period if any. Converted EMD and SD deducted from the monthly bills will be refunded on completion of the contract. No interest is payable for Security deposit amount. In case party submits BG towards EMD, then BG should have validity till 30 days beyond the contract period including extended period if any.

23. The tenderer should enclose one set of photocopies of all statutory certificates for supply of labours for DCI pipeline and other project work(s) at Cochin Port.

24. Bids which are inconsistent with the nature of work in the opinion of DCIL will be rejected.

25. Income Tax will be recovered as per Income Tax Act and certificate to that effect will be issued as per rules.

26. Conditional tenders will be summarily rejected.

27. The Tenders are to be kept valid for a period of 90 (Ninety days) from the date of opening.

28. 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, EPF, Medical expenses, OT if any, to the workers engaged by him. The rates quoted by the Tenderer cannot be changed under any circumstances during the period of execution of work. The rates will remain firm throughout the period including extension of time if any and the Tenderer is expected to quote his rates taking into consideration of these aspects and 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, POL 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.

29. The contractor should submit his PF Account No. along with his Tender on or before commencement of work and he should pay the premium, failing which DCI shall recover an amount equal to 25.61% of the employee wages i.e., 12% towards worker Contribution, 12% towards Contractors contribution and + 1.61% towards Administrative Charge or as amended from time to time by the PF authorities. Such recovered amount will be directly deposited to the PF authority.

30. 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 (except where otherwise provided in the Contract) shall be referred to arbitration by a Sole Arbitrator; a person to be nominated and appointed by the Chairman cum Managing Director, Dredging Corporation of India Ltd., Visakhapatnam and the award of the Sole Arbitrator shall be final and binding upon both the parties. The Arbitrator shall give a reasoned award i.e. justified reason for the award. It shall be in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 or

any statutory modification or re-enactment thereof. The Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

31. The Sole Arbitrator is prohibited from awarding any interest in the award either for the pre-reference period or pendente lite. The venue for the Arbitrator shall be Visakhapatnam and the Courts at Visakhapatnam, shall have exclusive jurisdiction on all matters with reference to this Contract.

32. Payment shall be made through RTGS/NEFT from DCI Head Office, Visakhapatnam within 30 days from the date of receipt of Invoice in complete in all respect at DCI project office, Cochin. However, the Contractor should settle/ make payment of the wages to workmen employed to him from his own resources without waiting till the payment are released by DCI Ltd.,

33. The Contractor has to maintain registers and records required under the “Contract Labour Abolition Act” rules and should submit to this Office, periodically, whenever required.

34. The workmen should know swimming. DCI shall not hold any responsibility in case of any injuries, loss of the life to the workmen employed by the contractor and DCI shall be indemnified against all such claims that may arise on account of death/injury etc., anything during the period of contract and the contractor is solely responsible for such claims if any.

35. The behavior, discipline and good conduct of workmen are very important. If anyone is found mischievous, irregular, irresponsible, law breaker and not loyal to corporation shall be removed by the contractor immediately and replaced as per the instructions of Site In-Charge.

36. The validity of contract is for one year including mobilization and demobilization and extendable further for six month on as and when required basis. However, as per discretion of Project Office, Cochin the labours will be engaged as per Project Office requirement. The corporation reserves right to curtail or extend the period of engagement as per the requirement on same rates, terms and conditions of the above contract depend upon the Dredging assignment and requirement of DCI.

37. The contractor or his authorized representative should be present during the period of engagement to take instructions from Site In-Charge from time to time and comply with the instructions.

38. The Contractor should also be able to arrange additional workmen as and when required, for which, Site-In-Charge will inform the requirement 12 hours in advance. The number of shifts and workmen to be operated will be at the sole discretion of Project In charge. It may be one/two or three shifts as required.

39. The Contractor should be in a position to supply labours to attend emergency works in short notice within the least possible time so as not to hamper dredging operations and to avoid loss to the corporation. The Contractor should therefore be in a position to mobilize up to about 15 to 20 persons to carry out emergency pipeline/ other works as and when required basis.

40. Towards transportation of materials / equipment required for pipeline & maintenance work thereof will be arranged by DCI. However, loading, unloading, carrying and stacking etc will be done by the workmen as required/instructed by Project In Charge or his authorized representative or Site In-Charge.

41. The tenderer should possess an independent PF License code number obtained from concerned PF commissioner and should submit a photocopy to the same along with tender document.

42. The final payment of Security Deposit recovered shall be released to the contractor only after satisfactory completion of the contract and on production of “No dues Certificate” from the Contractor.

43. The tenderer who have unsuccessfully executed such type of works earlier and failed or proved incapable and incompetent, would not be considered for the participation to this tender and the decision of the General Manager Project, Div-I is final in this regard.

44. This Contract shall be governed by the Indian Contract Act, 1872 and in case of dispute; the same will be referred to the jurisdiction of the courts of law at Visakhapatnam only.

45. Extending the pipeline at discharge end, connection & disconnection the floating pipeline, MS floaters and Flexible Hose etc., should be done in the shortest time. The required tools/equipment will be supplied by DCI for assembling/dismantling the floating pipeline & ancillaries and maintenance before commencement of the work and all the tools are to be returned on completion the work to the Site-In-charge. The contractor is responsible for loss of tools and cost of the same will be recovered from the contractor’s running bill or final bill or any dues to the contractor.

46. If there is any leakage at the joints of floating pipeline, the leakages should be arrested by means of changing gasket and tightening bolts and nuts as required and directed by the site-in-charge/ shift in charge. Collecting and greasing of bolts, nuts, washers, rubber gaskets removed by dismantling the pipes and to clean & keep them ready for further use. Laying of anchors to floating pipeline as and when required.

47. The workmen should be made available at dredging site before arrival of dredger for dredging, during dredging and post dredging to line up pipeline & ancillary items and securing to shore as per site requirement. This operation will be repeated for each cycle of operation. In general the cycle of dredging operation would be anchoring & positioning the dredger, dredging at dredging site, heaving up of anchor after completion of dredging proceeding to pumping site, anchoring & positioning for pumping, connecting to the CSD & pumping.

48. Labours to obey the instructions of PIC, or Site in Charge/ Surveyors, at site while conducting Pipeline Works, watch keeping of the same as required and miscellaneous works as assigned by the Project Manager or site-in-charge.

49. The tenderer will have to give information regarding any current litigation in which the tenderer is involved (in Annexure – I).

50. The contractor shall 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 as per Annexure – II

51. The Contractors shall have to 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 the prevention of Corruption Act in connection with the bid as per Annexure – III

52. The bidder shall disclose any payments made or proposed to be made to any intermediaries (agents etc.,) in connection with the bid as per Annexure – III

53. Details of Bank account for electronic transfer of payments (Annexure-IV).

SPECIAL CONDITIONS AND SPECIFICATIONS

1. The Tenderer shall be deemed to have inspected the Site and acquainted himself with the scope of work, sea and weather conditions in all the seasons of a year and other local conditions, affecting the supply of Labours before submission of tender. Claim made on account of any variation in conditions and insufficiency of the above data shall not be entertained.
2. Payment shall be made for the actual number of days and for actual number of the labours engaged. No charges shall be paid for the period of non-engagement of labours. However, the contractor will be notified one day in advance, in case labours are not required.
3. As the dredging operations to be carried out round the clock on all days including Sundays and Holidays, Contractor will have to supply labours to the Site/Dredger(s)/Survey launch on Corporation's requisition irrespective of Sundays & holidays and irrespective of weather and sea conditions, at the rates quoted by the contractor in the BOQ or rate finalized after negotiation as the case may be and accepted by the corporation.
4. During the period of engagement of labours, they have to carry out the works as per requirement and as ordered by Project Manager / Site In-charge. In case the labours refused to carry out the works as ordered by Project Manager / Site In-charge, the time delay shall be deducted from the contractor's bill on pro-rata basis and the attendance of such labour (s) will not be considered for payment.
5. The Contractor should ensure that all the Cochin Port rules are duly observed and strictly complied. The Contractor will be responsible for any loss or damage caused to the labours, DCI personnel and the third party while executing the contract and shall indemnify the corporation and CoPT from any claims of such damages or loss.
6. The Contractor shall also follow all labour laws in force. The Contractor should obtain necessary permission from Cochin Port Authorities /Southern Naval Command, Kochi/CSL authorities for the entry of their labours in Port/CSL area for executing the contract work at his cost. The labours employed by the contractor should also have ID Proof as required by Cochin port /Customs/DCI Ltd/CSL/Naval Security.
7. After issuing work order the contractor shall be informed about the date and time of supply of labours 12 hours in advance before engagement and the contractor shall keep the labours ready as required.
8. The period of contract is for one year and extendable for further period of six month or less as per the discretion of the Corporation, it can be curtailed any time during the contract by serving 03 (three) days notice.
9. In case of extension, Security Deposit in the proceeding contract period shall be attained for six more months. In case of curtailment of the contract period the contractor shall be informed of the same in advance by serving a 3 days notice of termination. In either case, the contractor shall not have any additional claim whatsoever. Contract shall be terminated by giving 7 (Seven) days notice by the Project Office if the services of the Contractor are found to be inadequate or unsatisfactory or in violation of the terms/conditions of the contract without prejudice to its rights and remedies.

10. The Contractor shall take necessary insurance covering all risk to all his workmen before engagement to DCI. To that affect a copy of Insurance policy to be submitted to Project In Charge, Dredging Corporation of India Ltd, Project Office, Kochi, Door No-39/3907, Allapat Cross Road, Ravipuram, Cochin-682016, Kerala before release of the first monthly bill.
11. Bills will be paid monthly basis after deducting Security Deposit at the percentage specified in the clause No.22 of General Conditions of this tender and after statutory deduction like Income tax etc. The Security Deposit will be refunded on successful completion of the contract period. Payment will be made within 30 days on submission of the bill completed in all respect including supporting documents of work done report, attendance sheet duly certified by the Site-In-charge/Master/Surveyor or authorized representative of PIC,copy of the workers monthly payment sheet, PF remittance challans/receipts etc. complete.
12. All the payments will be certified by Project In- Charge DCI Project Office, Cochin.
13. No escalation charges due to hike shall be admissible during the period of the contract. The rates quoted in the tender shall include all such exigencies and continue to be the same throughout tenure of the contract including the extended period if any. No Mobilization & De mobilization Claim will be entertained.
14. If any sum 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 this Security Deposit or from any sums payable to the Contractor from other contracts with corporation and the same shall be paid on demand as debt due to the corporation.
15. The workmen should attend the shift duty in time. If there is any delay in attending the shift duty by the workmen, proportionate deduction will be made in the bill on pro-rata basis. The contractor has to make his own arrangements for transporting his workmen to various work sites and back to their residence. It is the responsibility of contractor to see that workmen are present at site in time before the shift commences. Every shift will be for 8 hour with half an hour lunch/tea break. 1st shift commences from 6 AM TO 2 PM, 2nd Shift commences from 2 PM to 10 PM, 3rd shift commences from 10 PM to 6AM and General shift commences from 8AM to 5 PM.
16. The contractor has to make his own arrangements to provide a rest shed for the stay of his workmen at working site at his own cost and rental charges if any for the site occupied the contractor has to be borne by the Contractor. However, DCI will assist for allotment of Site near to the workplace wherever it is possible inside CoPT/CSL or in other areas.
17. The Contractor has to make his own arrangements to provide his workmen with rain coats, safety shoes, helmets, life jackets and other protective Safety gears during the working hours for smooth and safe functioning of the work.
18. In case of any breakdown or repairs to dredger(s) or any other stoppage and unforeseen contingencies, the contractor shall be given 24 hrs notices for withdrawal of his workmen. This period will be treated as suspension of work and no payment or claims whatsoever will be admitted for suspension of work on “no work no pay” basis.

19. The contractor shall be responsible for the delays in work caused by the workmen intentionally go slow tactics and militant behavior of the workmen and such delays and stoppage of work shall be reckoned as absence of workmen.
20. DCI has the right to execute the works of whatever nature through any other agency and means in view of urgency and the Contractor/Working gang shall have no claim for the same and such claim cannot be entertained by DCI Ltd.
21. The rates quoted vide bill of Quantities of the tender by the tenderer is subject to conditions mentioned in General Conditions, Special Conditions and Specifications, memorandum, Notice Inviting Tenders, Scope of Work, instructions to the tenderer from time to time and other details enclosed in the tender documents shall form part of the contract.
22. The rates quoted by the Contractor and accepted by DCI shall remain firm during the period of the contract including extended period of the contract. And requests for enhancement of rate will not be entertained at any stage during the tenure of the contract.
23. The rates quoted by the contractor shall include all other taxes except goods and service tax, if any payable for this work, for working on Sundays, holidays. Corporation shall not accept any liability on this account. The quoted rates should be valid throughout the contract period including the extended period
24. 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)/GMP-1, DCIL, Visakhapatnam, shall be final and binding on the contract.
25. In the event of breach of contract by the Contractor and / or the contract is cancelled due to default on the part of the contractor, the balance work to be carried out by awarding to another agency at the risk and cost of the contractor, the corporation shall be entitled to withhold any sum due as a result of the said breach or default.
26. The labours shall be well behaved and perform their duties in a decent way without any quarrel since the work site is under Navy surveillance & restricted place in CSL/Cochin port, In case any of them found not suitable, same person(s) shall be replaced as per the directions of Project Manager / Site-in-charge.
27. The Contractor's workmen or employees shall under no circumstances be deemed to be DCI Employee(s) and the Contractor should hold himself full responsible for anything untoward which they or their heirs or dependents or representatives may have done or make for damage or compensation for anything done or committed to be done in the course of carrying out the work whether arising on DCI/CoPT/CSL premises or elsewhere.
28. The Contractor shall supply workmen preferable who has having past experience in working in Pipeline works/on Cutter Suction Dredger/Vessels. The workmen shall report to the Officer-In-charge / Site-In-Charge at correct time and on completion of work shall disembark/gent down from the Dredger/Vessels or leave Work Site without any disturbance to the Dredging operations and staff.

29. The contractor shall obtain Labour License from the appropriate authority of the area and comply with all rules and regulations as per contract labour (Regulation & abolition) act, 1970 and as modified from time to time and indemnify the corporation against any action by the authorities for default of non complying with above Laws/Acts. All disputes with labour should be solved by the contractor at his cost and should see that Project work does not suffer/ hamper. A valid copy of Labor License should be submitted along with tender.
30. The Contractor is responsible for the Safe Custody of the materials collected from the Corporation till the work is completed and handed over to the Corporation after completion of work.
31. The Contractor shall perform his work in such a way that there is no obstruction to normal functioning of the DCI/PORT/NAVY/CSL & in the Public area of work. The materials shall be stacked in such a way that no obstruction is caused to the movement of the traffic in the area especially Navy vessels/crafts or vehicles.
32. If any new taxes levied by State/Central Government which may be payable under these contract, same shall be borne by the contractor. In case of failure, DCI shall pay directly to the concerned authorities and the amount paid will be recovered from the dues payable to the contractor.
33. The contractor shall at all times during the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Indian Workmen's Compensation Act, maintain Record as required as per Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act applicable to Cochin Region to the workmen, Provident Fund Regulations, Employees Provident Fund Act, etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the DCI shall be entitled to deduct the same from the bills of the contractor due or become due under this contract or any other contract or otherwise recover from the SD payable to the contractor.
34. The Contractor should furnish the daily report of attendance mentioning jobs performed in each shift to the Site- In-Charge without fail.
35. The Contractor should acquaint himself with the work and working conditions of the site and locality and places of the work before quoting the rates and no claim will be entertained on this issue at a later date. Uncalled remarks and Additional conditions are liable to summarily rejection of the tender.
36. The Contractor should sign on all the pages of the Tender Documents
37. The Contractor is responsible for taking precautionary measures for the safety of the lives of all the personnel employed/working under him. The responsibility arising due to any compensation etc., thereof imposes entirely on the contractor. The Contractor shall arrange

all the statutory requirements/certificates, for all his workmen, working under him and copy of the same may be submitted for reference along with the tender.

- ~~38. If required the whole work may be split up and allotted by two or more contractors at the discretion of Project Manager, in case of exigency. Preconditions if any are liable to be rejected in this regard.~~
39. The contractor has to pay the PF Contribution pertaining to all his workmen as applicable from time to time to the PF Authorities before submission of the bill and the Original Challans along with Photo Copies has to be submitted along with the bill for settlement. The Original Challans will be returned after verification, 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 PF the authority as already stated in Clause No.29 of GCC.
40. The contractor should submit the copy of the documents along with each RA Bill like wages slip / Tenant Slip along with PF code Number of the individual labour, copy of payment slip to his workers, proof of payment of PF of his workers and other relevant documents in order to settle RA Bills.
41. The contractor has to submit works compensation; insurance policy for the subject works covering all risk including workmen, must be submitted upon placing the work order.

42. FORCE MAJEURE:

- a) In the event of either party being rendered unable by force Majeure conditions to perform any obligation required to be performed by them under the contract, the relative obligations of the party affected by such force Majeure shall upon notification to the other party by suspended for the period during which force Majeure event lasts. The cost and loss sustained by either party shall be born respective parties.
- b) The term 'Force Majeure' as employed shall mean Acts of god, earth quake, Flood, War, Revolt, Riot: Fire, Sabotage, Strike (Excluding that of contractor Suppliers or sub-contractors employees) and hurricane. Time of performance shall be extended by the period of delay, which is directly caused by Force Majeure the decision of Project Manager on the extension shall be final and binding on the contractor. Upon the occurrence of such cause upon its ending/termination the party.
- c) Alleging that they have been rendered unable to perform as a force majeure as said, shall notifying to the other party in writing immediately but not later than 48 (Forty Eight) Hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- d) Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which cause lasts.

42. 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.
43. 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 will be forfeited.
44. In case of backing out from the contract in any reasons including extension period, the entire EMD and SD will be forfeited.
45. 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 any third party, 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.
46. Termination for Insolvency: DCI may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DCI.
47. Termination for Convenience: 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 DCIL'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 7 (seven) days will be given.
48. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Limited (DCIL) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
49. Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCIL.
50. 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.
51. 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 in case contractor fails to execute the contract during any stage or fails to commence work during stipulated time. Once 10% of the contract value recovered, the contract will be liable for rejection.
52. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DCIL shall be in English only.

53. 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's address.

54. Contractors' Price is Inclusive of All Costs excluding GST:

The Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing labours including supervision thereof, transporting to and from the site and in and about the work, including, wages of labours, Bonus, PF, Medical Claim, Providing Safety gadgets & tools, port dues & levies, wharfage/ jetty charges, payment of fees for pass/permits of his workmen, duties, applicable taxes & levies excluding GST to the appropriate authorities (State & Central) and other things of every kind required for the completion of work.

55. Taxes and Duties:

The contractor shall pay all taxes, levies, duties, etc. excluding GST 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.

* * * * *

1. Bid form

Date:

To:
M/s. Dredging Corporation of India Limited,
39/3907, Allapatt Cross Road,
Ravipuram,
Cochin- 682 016.

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/accept conversion of EMD as SD a performance security deposit as 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.

We undertake to confirm that the price bid submitted in cover "B" is not having any counter condition or any other fashion other than as specified in the BOQ. Price bid submitted as per the BOQ of DCI only. If any such condition found during opening of cover "B", our offer is to be rejected.

Dated this _____ day of _____ 2018_____.

[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)

**Door No.39/3907 Allapat Cross Road,
Ravipuram, Cochin- 682 016**

TENDER DOCUMENT FOR

“Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”

Cover - B

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE, COCHIN
FINANCIAL BID

BILL OF QUANTITIES

Sub: - “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port” –Reg.

Sl. No.	Item	Unit	Quantity	Rate per unit (Rs.)	
				in figure	in words
1.	1) Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port. The rate quoted by the Contractor shall include all running expenses of the labour including wages of crew, overtime, Bonus, Provident Fund, Medical and other statutory levies, port dues/charges, licenses, port entry passes for men, duties etc excluding GST, which may be paid separately . In case, any new taxes are imposed by state/central government same has to be borne by contractor.				
a.	a) Supplying of un-skilled labour on shift basis for 8(eight) hours	Per head / shift	1620		
b	b) Supplying of un-skilled labour on over time charges per head on Sundays, holidays & beyond normal working shift/hour.	Per Head / Per Hour	1704		
c	c) Supplying of semi-skilled labour on shift basis for 8(eight) hours	Per head / shift	300		
d.	d) Supplying of semi-skilled labour on over time charges per head on Sundays, holidays and beyond normal working shift/hour.	Per Head / Per Hour	440		

Signature of the Tenderer

FORM OF CONTRACT AGREEMENT

This agreement made this ----- days of -----2018
between the ----- a body corporate under-----
-----having its Registered Office at -----
----- (Herein after called “the Employer,” “Which expression
shall unless excluded by or repugnant to the contract, be deemed to include their successors in
Office) of the One Part and----- (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 next, be deemed to include his/ their heirs, executors, administrators,
representatives and assigns or necessary in Office) of the Other Part.
WHERE AS THE “Employer” is desirous of -----

----- and the Contractor has
offered to -----

----- 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 WITNESS as follows:

1. That in this agreement works and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. That the following documents shall be deemed to form and be read construed as part of this agreement viz.,
 - The Contract Agreement.
 - The Letter of Acceptance/Work order
 - The Tender submitted by the Contractor
 - Conditions of Particular Application
 - General and Special conditions of Contract
 - Site Information
 - Bill of Quantities
 - Schedules
 - 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 compete 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-----
-----only) at the times and in the manner prescribed in the contract.

IN WITNESS: Whereof the parties hereunto have set their hands and seals the days and year first above written.]

SIGNED AND SEALED BY

CONTRACTOR

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

In the Presence of:

Witness:

a) Signature:

b)Signature:

Name & Address:

Annexure-I

PROFORMA

Date:

To
The Dredging Corporation of India Limited,
Allapatt cross road, Ravipuram
Cochin – 682 016.

Sir,

Sub: Tender for “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”-Reg.

A. With reference to DCI’s Tender No: KOC/OPS/CSL/11D/LABOUR /2018/576 dated 02-06-2018 and as per GCC Clause No: 31, 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,

(Signature of Tenderer)

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

Annexure -II

PROFORMA

Date:

To
Project in Charge,
Dredging Corporation of India Ltd.
(A Government of India Undertaking)
Project Office, Kochi, Door No-39/3907
Allapat Cross Road, Ravipuram, Cochin-16, Kerala.
Phone: 0484 2356232

Sir,

Sub: Tender for “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”-Reg.

With reference to your Tender No. KOC/OPS/CSL/11D/LABOUR/2018/576 Date: 02-06-2018 and as per Cl. No.32 of General conditions of Contract, 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,

(Signature of Tenderer)

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

PROFORMA

Annexure-III

Date:

To
Project in Charge,
Dredging Corporation of India Ltd.
(A Government of India Undertaking)
Project Office, Kochi, Door No-39/3907
Allapat Cross Road, Ravipuram, Cochin-16, Kerala.
Phone: 0484 2356232

Sir,

Sub: Tender for “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”-Reg.

With reference to your Tender No. KOC/OPS/CSL/11D/LABOUR /2018/576 Date: 02-06-2018 as per Cl. No. of 33 of General conditions of Contract, 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 PC Act in connection with the bid and,

As per Cl. No.33 of General Terms and conditions, 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)

Annexure-IV

PROFORMA

Date:

To
The Dredging Corporation of India Limited,
Allapatt cross road, Ravipuram
Cochin – 682 016.

Sir,

Sub: Tender for “Supply of un-skilled and Semi-skilled labours for attending pipeline and other project related works in shore, project office, on board vessels in stream/berth, as and when required basis in and around Cochin port”-Reg.

With reference to DCI’s Tender No: KOC/OPS/CSL/11D/LABOUR /2018/576 Date: 02-06-2018 as per Cl. No. of 35 of General conditions of Contract 2018, 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,

(Signature of Tenderer)

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date :

To
 The Dredging Corporation of India,
 Dredge House, Port Area,
 Visakhapatnam – 530 001.

WHERE AS (hereinafter) called “the Tenderer” has submitted its tender datedfor the execution of (name of work).....(hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 001 hereinafter called the “CORPORATION”.

KNOW ALL MEN by these presents that we, (Bankers full address)
 (Hereinafter called “the Bank” is bound unto the Corporation for the sum of Rs.29,600/- (Rupees twenty nine thousand six hundred Only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
 - (a) during the period of Tender validity specified in the Tender,
 - Or
 - (b) Having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to execute the Agreement, if required or
3. Commence the work as per the Letter of Intent or Word Order

We undertake to pay to the Corporation up-to the above amount upon receipt of his first written demand, without the Corporation having to substantiate his demand, provided that in his demand the Corporation will note that the amount claimed by him is due to him owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.29,600/- (Rupees twenty nine thousand six hundred Only) and will remain in force up to 90 days from the date of opening of First cover , 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.....day of2018

For

(Indicate Name of the Bank)