

**DREDGING CORPORATION OF INDIA LIMITED**

Head office : Visakhapatnam – 530 001

RefNo: DCI/OPS/GOA/FRESH WATER/2019 Date: 08.08.2019

NAME OF WORK: SUPPLY OF FRESH WATER TO DCI DREDGERS AT BERTH BY TANKERS/ BARGE OR AT ANCHORAGE WITHIN THE BREAK WATER BY BARGE AS PER REQUIREMENT AT MORMUGAO PORT, GOA.

DUE DATES

- 1) Downloading of Tenders : 08-08-2019 to 18-08-2019
- 2) Last date submission of Tenders : up to 1500 Hrs on 19-08-2019
- 3) Opening of Tenders : at 1530 Hrs on 19-08-2019

Jt. GENERAL MANAGER (OPS)
Dredging Corporation of India Ltd.,
Dredge House, Port Area,
VISAKHAPATNAM -530 001
Telephone No : 0891 2871344
Fax : 0891 2560581/565920
e-mail : hodops@dcil.co.in, svprasad@dcil.co.in

Signature of the Tenderer with seal



DREDGING CORPORATION OF INDIA LIMITED
Head office, Port Area, Visakhapatnam – 530 001

**TENDER DOCUMENT
FOR**

**SUPPLY OF FRESH WATER TO DCI DREDGERS AT BERTH BY TANKERS/ BARGE OR
AT ANCHORAGE WITHIN THE BREAK WATER BY BARGE AS PER REQUIREMENT AT
MORMUGAO PORT, GOA.**

Signature of the Tenderer with seal

DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM

Ref No: DCI/OPS/GOA/FRESH WATER/2019

Date: 08-08-2019

NOTICE INVITING TENDER

Sealed Tenders are invited in Single stage two bid system (Technical & Financial Bid) by Dredging Corporation of India Limited, Visakhapatnam from competent and experienced firms who had dealt with Govt. Organizations/ Public Sector Undertakings for rendering the following service:

1	Name of work	:	<u>SUPPLY OF FRESH WATER TO DCI DREDGERS AT BERTH BY TANKERS/ BY BARGE OR AT ANCHORAGE WITHIN THE BREAK WATER BY BARGE AS PER REQUIREMENT AT MORMUGAO PORT, GOA.</u>
3	E.M.D.	:	Rs.5,200/- (Rupees Five thousand and two hundred only.) The above said amounts 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:- DCI Ltd Port Area Branch Visakhapatnam IFSC/RTGS No:- SYNB0003583
4	Performance Security	:	5% of contract value to be deposited as a Performance security within 10days from the date of issue of work order.
5	Period of Contract	:	Initially for a period of Two months & extendable for another two months on month to month basis as per the requirement.
6	Estimated cost	:	<u>Rs.2,57,733/ (Two Lakhs fifty seven thousand seven hundred thirty three only)</u>
6	Downloading of tender Documents	:	From 0930 Hrs on 08-08-2019 to 18-08-2019 up to 1730 hrs during office working hours.
7	Last date for submission of Tenders	:	Up to 1500 hrs on 19-08-2019
8	Date & Time of opening of Bids	:	At 1530 hrs on 19-08-2019
9	Cost of Tender Document	:	Rs.250 + 18% (GST) = Rs.295/- (Rupees Two hundred Ninety five only) including GST 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:- DCI Ltd Port Area Branch Visakhapatnam IFSC/RTGS No:- SYNB0003583

Interested eligible parties may download the tender document from the following websites: <https://eprocure.gov.in> and www.dredge-india.com. The payment towards cost of tender and EMD shall be made through NEFT/RTGS in favor of **M/s. Dredging Corporation of India Limited, Visakhapatnam**. 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.

Signature of the Tenderer with seal

The details of DCI Current Account at Syndicate Bank is follows:-DCI Current Account No:**3583307000014**Branch name : **DCI LTD PORT AREA BRANCH VISAKHAPATNAM**IFSC/RTGS No: **SYNB0003583**SWIFT Code No: **SYNBINBB032**

Tenderers shall send mail to treasury@dcil.co.in for obtaining confirmation for the receipt of Tender documents fees and EMD by furnishing details of firm/party, bank and UTR number etc. DCI will acknowledge the receipt of the above after due verification. The receipt to be enclosed along with the Technical Bid (Cover-A). Tenderers may contact the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc. from 1000 Hrs to 1700 Hrs on all working days:

Joint General Manager (OPS)

DREDGING CORPORATION OF INDIA LIMITED,

Dredge House, Port Area,

Visakhapatnam.

PIN: 530035.

Phone: 0891-2871397/376

Email: hodops@dcil.co.in, nksiem@dcil.co.in, blmurthy@dcil.co.in, subramanyam@dcil.co.in

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.

Signature of the Tenderer with seal

Tenderer should possess the following minimum qualifying requirements:

The tenderers can participated by submitting the tender for all the BOQ items or for one item including optional item of supply of fresh water through barge at anchor in the vicinity of within the break water.

I. Technical:

The Contractor/s who is having Mormugao Port Trust (MPT) valid license for supply of fresh water to ships berthed at MORMUGAO PORT is to arrange necessary tankers /Barge with suitable pumps and hoses of sufficient length including labour and all equipment etc. complete. The Contractor is required to ~~handover~~ deliver the required quantity of fresh water in full for the requisition made by the DCI and obtain necessary receipt/acknowledgement from the Master of the respective Dredger.

II. Financial:

1. Average annual financial turnover during the past three years ending 31st March, 2019 should be at least Rs. 0.78 Lakhs.
2. Experience of having successfully completed similar nature of works during last seven years ending March, 2019 should be any of the following:-
 - (a) Three similar completed works costing not less than Rs.0.1.040 Lakhs,
Or,
 - (b) Two similar completed works costing not less than Rs.1.300 Lakhs,
Or,
 - (c) One similar completed work costing not less than Rs.2.062 Lakhs.

Dredging Corporation of India Ltd. reserves the right to:

1. Accept or reject any or all Tenders without assigning any reason whatsoever.
2. Cancel the tender enquiry at any stage without assigning any reason.
3. Accept the tender in whole or part.
4. Reject the tender received with counter conditions.

Joint General Manager (OPS)
Dredging Corporation of India Limited
DREDGE HOUSE, VISAKHAPATNAM

Signature of the Tenderer with seal

ITEM RATE – TENDER FOR WORK

I/ We hereby agree for execution for Dredging Corporation of India Limited of the work specified in the underwritten Memorandum within the time specified in such Memorandum at the rates specified therein, and in accordance with the specifications and instructions in writing referred in rules thereof and conditions of contract and with such materials are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- 1 Name of work : Supply of fresh water to DCI Dredgers at Berth by tankers/ barge or at Anchorage within the break water by Barge as per requirement at Mormugao Port, Goa.
- 2 E.M.D. : Rs.5,200/- (Rupees Five thousand and two hundred only.)
The above said amounts 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:- DCI Ltd Port Area Branch Visakhapatnam
IFSC/RTGS No:- SYNB0003583
- 3 Period of Contract : Initially for a period of Two months extendable for another two months on month to month basis as per the requirement.
Informatively, the original contract/ extended contract can be curtailed at any stage as per the discretion of DCI.

02. Should this tender be accepted, I/ We hereby agree to abide by and fulfill the terms and provisions of the conditions contained in the tender document, Scope of work, General Conditions and Special Conditions and Specifications which have been read by me/ us, read and explained to me/ us so far as applicable, or in default thereof to agree to set off the extra cost if any, of carrying out the work at my/ our risk and cost, against the Performance Security available with the Dredging Corporation of India Ltd., 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 Earnest Money furnished by me/ us and/ or Security Deposit recovered from my/ our running account bills.

03. Bank NEFT/RTGS No. _____ drawn in favour of DREDGING CORPORATION OF INDIA LIMITED, payable at Visakhapatnam for Rs.5,200/- (Rupees Five thousand and two hundred only) incase if the tenderer submit the tender for supply of Fresh water through tankers at Berth. Rs.5,000/- (Rupees Three thousand one hundred only) incase if the tenderer submit the tender for supply of Fresh water through Barges at Berth and an inner anchorage.
The above said amounts 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 is hereby forwarded towards **Earnest Money Deposit**.

Bank Guarantee (**Annexure- IV**)executed in favor of DREDGING CORPORATION OF INDIA LIMITED, Visakhapatnam for Rs._____(Rupees _____only) is hereby forwarded towards Earnest Money Deposit.

Signature of the Tenderer with seal

4. I/ We hereby confirm having read and understood all the terms and 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 of2019.

Signature of the Witness to
the Tenderer's signature:

Witness:
Address:

Occupation:

SIGNATURE OF THE
COMPETENT AUTHORITY
OF DCI

Signature of the Tenderer with seal

SCOPE OF WORK

Name of the work:Supply of fresh water to DCI Dredgers at Berth by tankers/ barge or at Anchorage within the break water by Barge as per requirement at Mormugao Port, Goa.

Dredging Corporation of India Ltd, Visakhapatnam is likely to take up dredging works at MORMUGAO PORT, Mormugao. The fresh water supply to dredger shall be arranged through tankers /barge on as and when required basis upon obtaining receipt for quantity to be supplied from DCI.

The Contractor who is having MPT valid license for supply of fresh water to ships berthed at MORMUGAO PORT is to arrange necessary tankers /Barge with suitable pumps and hoses of sufficient length including labour and all equipment etc. completion as and when required basis. The Contractor is required to handover the quantity of fresh water in full for the requisition made by the DCI and obtains necessary receipt/acknowledgement from the Master of the respective Dredgers.

Signature of the Tenderer with seal

GENERAL CONDITIONS

1. The Tender in main sealed cover containing sealed cover - A and another sealed cover-B. The tenderer shall written on the sealed cover –A and B in case if the tenderer participated in the tender for **“Supply of fresh water to DCI Dredgers at Berth by tankers/ barge or at Anchorage within the break water by Barge as per requirement at Mormugao Port, Goa”**and the same will be received on or before the due date and time specified in the NIT by Jt. General Manager (OPS), Dredging Corporation of India Ltd., Visakhapatnam. Unsealed covers or tenders received beyond stipulated time and date are liable for rejection.
2. The tenderer should study the tender documents carefully; understand the Pre-qualification criteria for the BOQ items, General and Special conditions of tender before submission of tender. The prospective bidder may get himself acquainted with the nature and scope of work and local conditions before quoting the rates.
3. The tenderer shall sign on all pages of the tender documents before submitting his tender.
4. The tenderer shall quote the rates in figures as well as in words in the schedule.
5. Rates quoted by the tenderer in Item-Rate in figures and words shall be carefully filled in, so that there is no discrepancy in the rates written in figures and words. However, if any discrepancy is found, the rates written in words shall be taken as correct.
6. Special care shall be taken to write the rates in figures as well as in words, in such a way that no interpolation is possible. In case of figures, word “Rs.” Should be written before the figures of rupees and word “Paise” should be written at the end, viz. “Rs.2.15paise”. In case of words, the word “Rupees” should precede and the word “paise” should be written at the end, viz. “Rupees two and fifteen paise only”. If the rate is in whole rupees, it should be written in figures as “Rs.2.00” and in words as “Rupees two only”.
7. The EMDs mentioned at NIT will be submitted by the parties either in the form of NEFT/RTGS or Bank Guarantee (BG) from any scheduled/Nationalized Indian Bank, as mentioned in NIT. Cheques will not be accepted. Tenders received without E.M.D. and which do not fulfill all or any of the above conditions or incomplete in any respect are liable for summary rejection.
8. The E.M.Ds. of the successful tenderer shall be retained as part of Performance Security Deposit the E.M.D. of the unsuccessful tenderers shall be refunded upon finalization of tenders. No interest shall be paid on E.M.D. or Performance Security.
9. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable for rejection.
 - (c) Performance Security Deposit will not carry any interest. The same will be returned after completion of work. If Bank Guarantee is submitted against Performance Security as per Performa at Annexure VII enclosed, it should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations including warranty obligation, if applicable.
 - (d) On successful completion of contract, the Performance Security will be refunded to the contractor upon submission of “No dues and No claims” certificate. Bank Guarantee shall be valid till completion of work including extended period, if any.

Signature of the Tenderer with seal

10. The tender containing uncalled for remarks or any additional conditions are liable for summary rejection.
11. The tender shall remain open and valid for acceptance for a period of 60 days from the date of opening of two bid cover and on request of the Corporation the validity shall be extended further.
12. The Tenderer will have to give a certificate that he is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The Tenderer should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd.(Annexure-I)
- 14 (a) No Engineer of Gazetted Rank or other Gazetted Officer/ employee in Engineering or Administration duties in an Engineering Dept. of the Govt. of India, is allowed to work as Tenderer for a period of 2 years of his retirement from Government service, without the previous permission of the Govt. of India. This contract is liable to be cancelled if either the Tenderer or any of his employees is found at any time to be such a person, who had not obtained the permission of the Govt. of India as aforesaid before submission of the tender or engagements in the Tenderer's service as the case may be.
13. (b)Two bid cover of the Tenders will be opened in presence of the tenderers or their authorised representatives at Dredging Corporation of India Ltd., Visakhapatnam at the time and date specified in the Notice Inviting Tender.
14. 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 the PC Act in connection with the bid.(Annexure-II)
15. The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved.(Annexure-III)
16. Tenders received without Earnest Money Deposit as specified by way of NEFT/RTGS/ Bank Guarantee as per (Annexure-IV)or with lesser amount EMD and which do not fulfill all or any of the conditions stipulated in the Tender or are incomplete in any respect are liable to be rejected summarily
17. After receipt of work order and within 10 days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto (Annexure-V). Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract.
18. DREDGING CORPORATION OF INDIA LIMITED RESERVES THE RIGHT :
 - (a) To cancel or withdraw this enquiry at any stage without assigning any reason whatsoever and no further correspondence shall be entertained in this regard,
 - (b) To reject or accept any tender offer irrespective whether it is lowest/ highest without assigning any reasons, whatsoever,
 - (c) To extend or curtail the period of contract, and
 - (d) To award the work not only on the basis of competitive rates but also on their credentials
19. In the event of cancellation of the contract due to delay in commencing the work by the successful tenderer, the E.M.D. will be forfeited.
20. In the matter of interpretation of various rules, clauses, specifications, general / special conditions, the decision of the Jt.GM(OPS), DCI, Visakhapatnam shall be final and binding on the Tenderer.
21. The Tenderer shall not sub-let the work or any part of the work without prior permission of the Corporation.

Signature of the Tenderer with seal

22. The participated tenderers shall have the Port licenses invariably for supply of fresh water at MORMUGAO PORT.
23. The successful tenderer shall submit the documents where the fresh water collected and supplied to the dredgers while supplying the Fresh water to the dredger.
24. The tenderer shall submit the test certificate from the Regional public Health laboratory, Govt. of Goa for the water which is being supplied to dredgers is fit for human consumption along with tender.
25. Settlement of Disputes/ Arbitration clause
 The decision of the Coordinating Head of the Departments (CHOD) shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the CHOD.
 Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by the Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996.
 The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.
26. DCI reserves the right to authorise any of its Officers/ Staff to supervise the type of services rendered by the Tenderer and if it is found that the conduct, behavior and performance of the person employed by the Tenderer is unsatisfactory, it may require the Tenderer to immediately recall the particular person and substitute the person by another and the Tenderer shall immediately comply with such requirements made by the DCI forthwith.
27. Any change in the constitution of the tenderer/ Tenderer shall not be permitted except with the clear written consent of the DCI.
28. The DCI reserves the right to reduce the payment to the extent of deficiencies observed if any. The decision of the Tender Accepting Authority shall be final and binding in this regard.
29. The Tenderer shall also abide by the terms and conditions, subsequently arising out, as mutually agreed between the DCI and the Tenderer, from time to time. The Tenderer, if any deficiencies pointed out by the representatives of the Corporation, should rectify forthwith.
30. The Contractor while executing the work is responsible for the claim amount out of injury/loss of life of his workmen and the personnel of DCI and the Contractor shall indemnify the Corporation from all such claims, acts, Suits accidents, death, injury arising out of during the contract period.
31. **Blacklisting:** In the event of failure or breach of the contractual obligations, the contractor/firm may be blacklisted and prevented from participating in the future tenders of the corporation for a specified period. The period of blacklisting and manner of blacklisting can be decided by the competent authority.

Signature of the Tenderer with seal

32. The Tenderer shall indemnify and keep indemnified DCI against all or any claims, notices, cases, proceedings of any nature whatsoever arising out of or in relation to their contract. This clause shall also be deemed to include claim from third parties, tenderers staff etc., and all types and/ or nature of claims. Valid and subsisting insurance covering all types of claims should be maintained/ continued during the entire contract period or extended period.
33. (a) The Tenderers should submit the ‘Two Bid’ cover (Technical & Financial) of the tender along with following documents and details superscribing the name of work and date of opening etc., addressed to the HOD(Div-II), DCI Ltd., Visakhapatnam.
- (i) Cost of tender document and EMD of Rs.12,600/- (Rupees Twelve thousand and six hundred only) should be submitted by way of NEFT/RTGS in favor of M/s. Dredging Corporation of India Limited from any Nationalized/ Scheduled Bank payable at Visakhapatnam or BG as per format(Annexure- IV).
 - (ii) All statutory levies port dues as per SOR /charges, licenses etc. for running the tankers, etc., in MORMUGAO PORT shall be borne by the Contractor,
 - (iii) Copy of Permanent Account Number (PAN) from concerned authority.
 - (iv) Balance Sheet (duly audited by a Chartered Accountant) for the last 3 years ending 31st March 2019.
 - (v) Copies of certificates of registration of the tankers offered for supply of fresh water.
 - (vi) A Bid form except the price schedule completed in accordance with tender.
 - (vii) Copy of clear title of owner of tankers or if the tenderer is not the owner of the tankers specify name of owner of the tanker and should enclose necessary documents in support of authorization by the owner of tanker/s to offer and operate the tanker by the Tenderer in original duly executed on stamp paper duly notarized.
 - (viii) Duly signed tender document except bill of quantities.
 - (ix) Authorization for the Person signing the Tender.
 - (x) Copy of the MORMUGAO PORT valid licenses for supply of fresh water through tankers /Barge to ships while berth in side ports or anchorage.
 - (xi) Copy of GST Number.
 - (xii) Certificate that Contractor is not related to any DCI/ Ministry of Shipping or Declaration of relative(s) working in DCI as per Annexure-1 and
 - (xiii) Other relevant Annexure(s) (Annexure –II to Annexure-VII) are to be enclosed with bid.
- (b) Only Bill of Quantities duly filled with the competitive rates and nothing else in a separate sealed **cover-B**.
34. The 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 Fresh water to DCI dredger by barge at break water berth/tankers or by barge in the vicinity of within the break water as per requirement at Mormugoa Port at Goa” to be submitted within the specified due date and time.
- (A) The Price 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 Fresh water to DCI dredger by barge at break water berth/tankers or by barge in the vicinity of within the break water as per requirement at Mormugoa Port at Goa”.
 - (B) Tenderer should ensure that his tendered amount as per Cover-B is not mentioned in any other document directly or indirectly. The duly sealed **covers A & B** are to be put in a separate main sealed cover superscribed with the words “Supply of Fresh water to DCI dredger by barge at break water berth/tankers or by barge in the vicinity of within the break water as per requirement at Mormugoa Port at Goa.” on or before the due date and time mentioned in the NIT.

Signature of the Tenderer with seal

SPECIAL CONDITIONS AND SPECIFICATIONS

1. As the dredging operation is to be carried round the clock on all days including Sundays and holidays, contractor will have to supply water to the dredger(s) basing on Corporations requisition irrespective of Sundays and holidays at the rate quoted by the contractor and accepted by the Corporation. Contractor has to supply fresh water by tankers /barge during the period when the dredger is under maintenance and at alongside berths or anchorage in the vicinity within the break waters as per the allotment given MGP, Goa.
2. Contractor shall ensure that there is no interruption in supply of fresh water to the dredger. If the contractor fails to supply fresh water to the dredger, the Corporation without prejudice to other remedies, Reserves the right to get the water supplied through other agencies at the risk and cost of the contractor and to deduct the sums from the contractor from his bills or from any amounts due to the contractor. In the event of any dispute arising under this condition between the parties, the decision of the General Manager (Ops). D.C.I Ltd., Visakhapatnam shall be final and binding on both the parties.
3. The contractor will be informed about the time of supply of fresh water 48 hrs in advance, and the contractor is required to keep ready the tankers/ Barge and other equipment such as pump, hoses men ,etc., complete as required. The contractor is solely responsible for ensuring and accounting for the quantity as supplied on board the dredger. The quantity as supplied should be certified by the Master of the Dredger(s).
4. The period of contract is for two (02) Months and extendable for two months on month to month basis with same rate, terms and conditions. In case of curtailment of Contract period, the Contractor will be informed in advance by serving one week notice of termination. In either case the Contractor shall not have any additional claim whatsoever. Contract will be terminated within 7 (seven) days notice if the services of the contractor are found to be inadequate or unsatisfactory.
5. All the running expenses of contractor's tankers /barge and assisting accessories, wages, HSD oil and lubricants, repairs. Servicing, labour, maintenance etc. shall be entirely to the Contractor's account.
6. Taxes, if any, port dues, wharf age etc. for his tankers and assisting accessories are to be borne by the contractor and he should see that valid documents are always available for verification and also the contractor should extend the validity of same in due date during the tenancy of contract.
7. The Contractor should obtain necessary permissions from Port Authorities for port entries of the tankers/barges inside both the Port areas and for carrying persons and materials. The tankers and pump operators employed by the contractor should also have valid certificate/license as required by MORMUGAO PORT /DCI Ltd.
8. The Contractor should ensure that all the Port rules are duly observed. The contractor will be responsible for any loss or damage caused to the vessel and personnel and the third party and shall indemnify the Corporation and MORMUGAO PORT from any claims of such damages.
9. Interim bills will be paid monthly on submission of interim bills within 15 days from the date of receipt of bill along with delivery challans duly certified by the Master of the concerned dredger/s.
10. No escalation charges due to hike in the price of fresh water, material, labour and other consumables etc. shall be admissible during the entire period of the contract. The rates quoted shall include all such exigencies and continue the same throughout the tenure of the Contract.
No idle time, mob and de-mob charges will be paid to the water barge/tankers, Equipment.
11. If any sum be recoverable from the contractor the same shall be recovered first from any sum due to the contractor against any current bill of the contractor and/ or from his Security Deposit / or from any sums payable from other contracts with Corporation and shall be paid on demand as debt due to the Corporation.
12. The rate quoted vide schedule of the tender by the Tenderer is subject to conditions mentioned in General conditions, special conditions and specifications. Memorandum, Notice Inviting Tenders and other details enclosed in the tender documents.
13. The rates quoted by the contractor and accepted by DCI shall remain firm during entire period of the contract and no request for enhancement of rates will be entertained at any stage.
14. In the matter of interpretation of terms and conditions special conditions etc. covered under various clauses of this contract, General Manager (Ops) decision shall be final and binding on the contractor.

Signature of the Tenderer with seal

15. In the event of breach of contract by the Contractor and/or if the contract is cancelled due to default on the part of the Contractor and the balance of work is awarded to another agency to be carried out at the risk and cost of the contract or committing the breach of the contract or default, the Corporation would be entitled to withhold any sum due as a result of the said breach of default.
16. If the contractor abandons the contract or fails to commence the work without valid reasons or unable to supply the water through Tanker /Barge as per the contract , DCI may giving 3 days notice in writing to the contractor , will carry out the work in full or part as deemed necessary at the cost and risk of the contractor. The cost incurred due to the contractor's default as above, will be deducted from any payment due or becomes due to the contractor or from any other contract without prejudice to any other method of recovery.
17. The tenderer should comply with all labour laws such as Contract Labour (R&A) Act, Minimum Wages Act, Bonus Act, P.F. Act etc. and other Statutory Enactment applicable to this contract and in force. The Tenderer should pay minimum wages, bonus, CPF, Medical expenses, OT if any, to the workers engaged by him. The rates quoted are deemed to have been included all the above provisions and no extra claim on this account will be entertained even if there is a change or rise in wages, 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.
18. 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.
19. 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.
20. In the matter of interpretation of various rules, clauses, specifications, general conditions, the decision of the General Manager (OPS) DCIL, Visakhapatnam shall be final and binding on the contractor.
21. Port entry passes shall be arranged by DCI. However, the Tenderer shall abide by all rules and regulations in force while plying the Swift Desire/Tata Indigo or equivalent ACCar inside the restricted areas of Port Trust, etc.
22. Wages shall be paid by Tenderer to the workmen directly without the intervention of any Jamadar or Thakedar and that the Tenderer shall ensure that no amount by way of commission or otherwise deducted or recovered by the Jamadar from the wages of the workmen. The Tenderer shall strictly comply with the various provisions of labour welfare statues like:
 - (i) Contract Labour (Regulation & Abolition) Act, 1970.
 - (ii) Inter-state Migrant Workmen (Regulation of employment and conditions of service) Act, 1947.
 - (iii) Industrial Dispute Act, 1947.
 - (iv) Payment of Gratuity Act, 1972.
 - (v) Equal Remuneration Act, 1976.
 - (vi) Employees P.F. & Misc. Provisions Act, 1952.
 - (vii) Minimum Wages Act, 1948.
 - (viii) ESI Act, 1948
 - (ix) Or as per relevant act as amended from time to time.

Signature of the Tenderer with seal

DREDGING CORPORATION OF INDIA LIMITED

Dredge House,Port area,
VISAKHAPATNAM

**TENDER DOCUMENT
FOR**

SUPPLY OF FRESH WATER TO DCI DREDGERS AT BERTH BY TANKERS/ BARGE OR AT ANCHORAGE WITHIN THE BREAK WATER BY BARGE AS PER REQUIREMENT AT MORMUGAO PORT, GOA.

**BILL OF QUANTITIES
COVER -B**

Signature of the Tenderer with seal

DREDGING CORPORATION OF INDIA LIMITED
Dredge House, Visakhapatnam

BILL OF QUANTITIES (BOQ)

Name of the work: Supply of Fresh water to DCI dredger by barge at Break water berth/tankers or by barge in the vicinity of within the break water as per requirement at Mormugoa, Goa – Reg.

Sl. No.	Description of work	Unit	Location and Qty required	Rate in figures and words
1.	Supply of Fresh water to DCI dredger / vessel working at Mormugao Port at Berth though tankers as per the requirement and direction of Project Manager. Rate quoted shall be inclusive of cost of water with required hoses, pumps and boosters, materials, labour, operation, Fuel Oil, Lube oil, Port charges, Wharf age, transportation etcincluding all taxes complete but excluding GST.	Per Ton	At berth By Tankers (300 Tons)	
2.	Supply of Fresh water to DCI dredger / vessel working at Mormugao Port through barge vicinity of within the break water at Inner anchorage area as per the requirement and direction of Project Manager. Rate quoted shall be inclusive of cost of water, hire charges of Barge with required hoses, pumps and boosters, materials, labour, manning of Barge, operation, Fuel Oil, Lube oil, Port charges, Wharf age, transportation including all taxes complete but excluding GST.	Per Ton	ThroughBarge at Inner anchorage area (700 Tons)	
3.	Supply of Fresh water to DCI dredger / vessel working at Mormugao Port at Berth though barge as per the requirement and direction of Project Manager (Rate quoted shall be inclusive of cost of water, hire charges of barge with required hoses, pumps and boosters, materials, labour, manning of Barge, operation, Fuel Oil, Lube oil, Port charges, Wharf age, transportation etcincluding all taxes complete but excluding GST.	Per Ton	Through Barge at Berth (700 Tons) <u>(Optional Item)</u>	

- a) The tenderers may please note that as per the availability of the berth and DCI convenience, the above item will be operated fully or partially.
- b) The tenderers can participate in the tender by quoting for one item or all items. The L-1 tender will be identified on the value of the each item.
- c) The comparison will be made item wise to determine the L-1 tenderer and work can be awarded for item wise, as per discretion of DCI.
- d) The quantity mentioned in each item are only indicative. It may varies as per actual requirement.

Signature of the Tenderer with seal

PROFORMA

Date: _____

To
Joint General Manager (OPS),
M/s. Dredging Corporation of India Ltd.,
Dredge house, Port area,
Visakhapatnam.

Sir,

Sub: Tender for ‘Supply of Fresh water to DCI dredger by barge at Break water berth/tankers or by barge in the vicinity of within the break water as per requirement at Mormugoa, Goa’.– Reg.

A. With reference to your Tender No.**DCI/OPS/GOA/TAXI/2019 Dated 08-08-2019** and as per Cl. No.13 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,

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

Signature of the Tenderer with seal

PRO-FORMA

Date: _____

To

The Joint General Manager (OPS),
M/s. Dredging Corporation of India Ltd.,
Dredge House, Visakhapatnam.

Sir,

Sub: Tender for “Supply of Fresh water to DCI dredger by barge at Break water berth/tankers or by barge in the vicinity of within the break water as per requirement at Mormugoa, Goa “– Reg.

With reference to your Tender No.**DCI/OPS/GOA/TAXI/2019 Dated 08-08-2019** and as per Cl. No.15 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.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

PROFORMA

Date: _____

To

The Joint General Manager (OPS)
M/s. Dredging Corporation of India Ltd.,
Dredge house,Port area
Visakhapatnam.

Sir,

Sub: Tender for “Supply of Fresh water to DCI dredger by barge at Break water berth/tankers or by barge in the vicinity of within the break water as per requirement at Mormugoa, Goa” – Reg.

With reference to your Tender No.**DCI/OPS/GOA/TAXI/2019** dated: **08-08-2019** and as per Cl. No.16 of General Conditions of Contract, we hereby certify that, we do **not have any current litigation with any party/** firms.

‘or’

B. We hereby certify that presently we are having litigation with the following party/ firms:

- 1.....
- 2.....
- 3.....
- 4.....

Thanking you,

Yours faithfully,

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

Signature of the Tenderer with seal

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To

The Dredging Corporation of India,
Dredge House, Port Area,
Visakhapatnam – 530 035.

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 – 530 035 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.12,600/- (Rupees Twelve thousand and 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:

If the Tenderer withdraws his Tender during the period of Tender validity specified in the Tender, or, having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity. Fails or refuses to execute the Agreement, if required or 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 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.

Signature of the Tenderer with seal

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. _____ (Rupees _____ only) and will remain in force up to 120 days from the date of opening of Second Cover / Finance Bid, 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 of2019

For

.....
(Indicate Name of the Bank)

FORM OF CONTRACT AGREEMENT

This agreement made this _____ day of _____, 2019 BETWEEN the DREDGING CORPORATION OF INDIA LIMITED, a body corporate under Companies Act, 1956 having its Head Office at VISAKHAPATNAM (Hereinafter called “the Employer”, “which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part AND

_____ (name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (Hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part.

WHERE AS the “Employer” is desirous of availing the work for **“Supply of fresh water to DCI dredgers at berth by tankers/ barge or at anchorage within the break water by barge as per requirement at Mormugao port, Goa”** and the Contractor has offered to render the work of **“Supply of fresh water to DCI dredgers at berth by tankers/ barge or at anchorage within the break water by barge as per requirement at Mormugao port, Goa”**

AND WHEREAS the CONTRACTOR has deposited a sum of Rs. _____ as Performance Security in the form of _____ for the due fulfillment of all the Conditions of the Contract:

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - The Contract Agreement
 - The Letter of Acceptance/Work order
 - The Tender submitted by the Contractor
 - Instructions to Tenderer
 - Conditions of Contract
 - Specification for the Works
 - Price Bid
 - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).

That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.

Signature of the Tenderer with seal

That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereunto have set their hands and seals the day and year first above written.

Signed and sealed by:

CONTRACTOR

Signature	:	Signature	:
Name	:	Name	:
Designation	:	Designation	:
Seal	:	Seal	:

In the presence of

Witness

a) Signature:	Signature:
Name & Address:	Name & Address:

Signature of the Tenderer with seal

FORM OF BANK GUARANTEE BOND
(IN LIEU OF PERFORMANCE SECURITY DEPOSIT)

Bank Guarantee No. :

Date :

To

Dredging Corporation of India Limited

.....

.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A&2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the “DCI”) having agreed to exempt M/s..... having its Registered Office at(herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement / Contract / Work Order datedmade between DCI and Contractor for(herein after called the said “Agreement”), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for

.....

.....only), we

.....(hereinafter referred (indicate the name of the Bank) to as “the Bank” at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We,

(indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding(say)only).

Signature of the Tenderer with seal

We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We further

(indicate name of the Bank)

agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on, we shall be discharged from all liability under this guarantee thereafter.

5. We,further agree

(indicate name of the Bank)

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

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

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

This guarantee will remain in force until All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against

Signature of the Tenderer with seal

acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to(..... Only).

Dated theday of2019.

VENDOR FORM

1. Vender Details

- a) Name of the Vendor :
- b) Address :
- c) Place of Registration :
- d) Principal place of business :
- e) Email ID :
- f) Contact No. :

2. Taxation and Other Registration Details (Supporting copies need to be attached)

- a) PAN No. :
- b) GSTIN :
- c) Type of Vendor : Registered / Unregistered / Composite Dealer
(Tick whichever is applicable)

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

- a) Bank Name, Branch & City :
- b) Bank Account Number :
- c) IFSC :

Signature of the Tenderer with seal