

**DREDGING CORPORATION OF INDIA LIMITED
DREDGE HOUSE, H.B COLONY
SEETHAMMADHARA
VISAKHAPATNAM- 22**

Ref. No: DCI/HR/GS/2021

Tender ID: 2021_MoS_623107_1

NAME OF WORK: providing cleaning and maintenance services and other works of AOB, VSP and other offices – Reg.

“The Wage Structure at Section-VI of Tender Document does not mention any provision for Bus Pass for the workmen proposed to be deployed at our AOB at Visakhapatnam. It is now added in the Wage Structure an amount of Rs.700/- per month per worker will be paid towards Bus Pass charges. The same will be reimbursed to the contractor along with the Wage Bill every month.”

Sd/-

SUB : TENDER NO. DCI/HR/GS/2021, dated 17.03.2021--Tender for providing Cleaning & Maintenance services and other works of AOB, Visakhapatnam and other offices of DREDGING CORPORATION OF INDIA LIMITED (hereinafter referred to as "DCI")

Online Tenders are invited from the reputed parties having experience in providing cleaning and maintenance services and other works as per the subject tender in two bid system i.e. Technical & Price Bids for three years.

2. Tenderers are requested to go through the tender documents in detail, before filling up the tender documents, attaching relevant supporting documents/ information and giving their offer as per the Price Bid. The bids should be strictly as per the tender document and no editing, addition, deletion or modification of the tender document as hosted on website/ as given to the tenderer is permitted. If such action is observed at any stage, such tender will not be considered and will be rejected.

3. Tenderers are requested to submit their bids in two bid system - Technical Bid and Price Bid as per the conditions stated in the tender document and submit their online tender on or before **1500 hrs. on 15.04.2021** Addendum, modification, change of last date, if any etc., will be uploaded on the web-site only. Tenderers are requested to verify the website regularly.

4. DCI will not be responsible for delays, if any, in receipt of the tender documents. The tender documents received after the closure of the time and date are liable to be rejected. Tenders submitted by e-mail/fax/manual will not be accepted under any circumstances.

5. The technical bids will be opened at **1530 hrs on 16.04.2021** in the presence of such Tenderers / their Authorized representatives who are present, if any, at that time at DCI, Head Office, Visakhapatnam .

Thanking you,

Yours faithfully,
For DREDGING CORPORATION OF INDIA LIMITED

Jt.Manager (GS)

Encl: As above.

DREDGING CORPORATION OF INDIA LIMITED

TENDER NO. DCI/HR/GS/2021, dated 17.03.2021



ONLINE TENDER FOR PROVIDING CLEANING & MAINTENANCE SERVICES AND OTHER WORKS OF AOB, VISAKHAPATNAM AND OTHER OFFICES OF DREDGING CORPORATION OF INDIA LIMITED–TENDER NO. DCI/HR/GS/2021, dated 17.03.2021

LAST DATE OF RECEIPT OF TENDER DOCUMENTS : 15.04.2021
DATE OF OPENING OF TECHNICAL BIDS : 16.04.2021

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SECTION – I

NOTICE INVITING TENDER

CLEANING & MAINTENANCE SERVICES AND OTHER WORKS OF AOB,
VISAKHAPATNAM AND OTHER OFFICES

Online Tenders are invited in two bid system i.e. Technical & Price Bids as under:

I	Name of Work	Providing Cleaning & Maintenance services of AOB, Visakhapatnam and other offices (hereinafter referred to as "DCI")
II	Eligible parties and pre-qualification criteria	Reputed parties having rich experience in Providing Cleaning & Maintenance services and other works in Industrial/ Administrative Office Buildings/ offices of reputed parties who satisfy and comply with the Pre-Qualification criteria as stated at Section-III of this tender document will be technically qualified. Only those parties who are technically qualified will be considered for opening of price bids.
III	Method of evaluation for technically qualified bidder	The price bids of those parties which are opened will be evaluated on the basis of the lowest offer (L-1) quoted in price bid towards Service/ Administration charges per month. In case more than one bid is L1 then reverse auction will be conducted amongst the bidders who have quoted the same L1 price and such bidders will be required to reduce the price on lumpsum basis. The L1 bidder after reduction will be considered for award of the work. DCI reserves the right to have negotiations with L1 party if the amount quoted by the party is found to be on the higher side.
IV	Modality of tender	The successful tenderer to whom the work order is

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		<p>awarded is required to provide cleaning and maintenance services as per the details mentioned in Section-IV & V of this tender document. He should pay wages to the staff engaged by him for the said services as per the rates notified by the Central Government in the Official Gazette from time to time. The same will be reimbursed / paid to the party as per bill raised. Further service/administrative charges on monthly basis as per the work order will be paid by the company.</p> <p>As such the successful bidder:-</p> <p>i) will be reimbursed/paid wages as per the rates notified by the Central Government Notification in the Official Gazette from time to time for the staff engaged by him on monthly basis and</p> <p>ii) The service/administrative charges as per the work order given to him on monthly basis.</p>
V	Period of Contract	For three years
VI	Cost of Tender document	<p>Interested parties may download and fill tender documents by paying Rs.300/-(inclusive of GST) towards the cost of tender documents (Non-refundable) by electronically/online DCI Current Account at Canara Bank (previously Syndicate Bank as follow :</p> <p>DCI Current Account No.35833070000014</p> <p>Bank Name: Canara Bank (Previously Syndicate Bank)</p> <p>Branch Name: DCI Ltd, Port Area Branch, Visakhapatnam</p> <p>IFSC No.CNRB0013583</p> <p style="text-align: center;">And</p> <p>GST Number of DCI : 37AAACD6021B2ZA</p>
VII	Earnest Money Deposit	Rs.12,600/-payable along with technical bid by online payment to above DCI current account or Bank

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		<p>Guarantee issued by a Nationalized Bank and enforceable at Visakhapatnam as per format attached at Annexure – 4.</p> <p>EMD submitted by successful party, if submitted by online payment to above DCI Current Account may be converted to Security Deposit and the successful party is required to submit balance amount of Security Deposit by online payment to above DCI current account or BG.</p> <p>EMD of unsuccessful parties will be returned after finalization of tender.</p>
VIII	Security Deposit (fixed at 10% on the quoted value of Service charges)	Rs.1,26,000/-to be payable by the Successful bidder within 15 days from the date of award of work by way of online payment to above DCI Current Account or Bank Guarantee issued by a Nationalized Bank and enforceable at Visakhapatnam as per format attached at Annexure-5.
IX	Mode	Online system
X	Place of obtaining tender documents	Downloading from website, addresses of which are given below: www.eprocure.gov.in
XI	Period of Issue of Tender Documents	From 17.03.2021 to 15.04.2021
XII	Last date for Receipt of Tenders	Upto 1500 hrs. on 15.04.2021
XIII	Date & Time of Opening of Technical Bids	1530 hrs on 16.04.2021 in the presence of such Tenderers / their Authorized representatives who are present, if any, at DCI, Head Office, Visakhapatnam at that time.
XIV	Addendum etc.	Addendum, modification, change of last date, if any etc., will be uploaded on the website only i.e., www.eprocure.gov.in . Tenderers are requested to verify the website before submitting the tenders

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Note : -

Dredging Corporation of India Limited reserves the right to:-

- a) cancel or withdraw this enquiry at any stage without assigning any reason whatsoever, and no further correspondence shall be entertained in this regard.
- b) reject or accept any tender offer irrespective whether it is lowest/ otherwise without assigning any reasons, whatsoever.

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SECTION – II

SCOPE OF WORK

Providing Cleaning & Maintenance services and other works at DCI, Visakhapatnam, Registered Office, Delhi and other places of DREDGING CORPORATION OF INDIA LIMITED (hereinafter referred to as "DCI") as per the Agreed Terms and Conditions of the Tender, work order thereon and as per the directions of the management of DCI from time to time. The services should be continued to be provided during the contract period, at the same rates terms and conditions unless DCI opts for not having the said services at such other places.

2. The scope of work includes cleaning of all general toilets, halls, lobbies, corridors, Glass panels, walls cladding of all floors of Administration Office Building(AOB)(including B-1, B-2), DCI at Seethammadhara and Residential Offices of Directors situated at Visakhapatnam twice a day using suitable cleaning materials such as wet mops (sponges), toilet cleaning brushes, detergents, disinfectants like dettol, phenoil and soap liquid, as required for maintaining best hygienic condition of respective areas as per the indicative list detailed hereunder:

- a) Regular continuous cleaning of all Water Closets, Wash basins and Urinals in all general and chamber toilets, at regular intervals everyday with suitable detergents/ disinfectants like Liquid Soap oil, Domex, Harpic, Drainex powder etc, and applying phenoil and using naphthalene balls, odonil air purifiers, for maintaining the above areas, neat and clean and in utmost hygienic condition.
- b) Daily cleaning and sweeping of all the outside open area, surrounding the AOB, premises with brooms etc., and disposal of paper, dust muck, etc., at specified places as decided and directed by the Corporation authorities.
- c) Cleaning of Glass panels of office and halls at all floors, once in a day with soft cloth, using glass cleaning liquids etc.,

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- d) Polishing of brass letters, cleaning of lights, fans and other electrical fittings, removal of cob-webs, etc., of roofs, once in a week, with suitable brushes and wet cloth to the satisfaction of the Management, which includes halls, lobbies, corridors, stair cases and open areas.
- e) Monthly cleaning of Ground water storage sumps of the main building and overhead water tanks without interrupting the water supply.
- f) To assist the Plumber of the Corporation in Maintenance of all Plumbing lines including cleaning of choked pipelines, replacement of damaged connections, etc., as per the directions of the Management.
- g) Maintenance of Gardens, Lawns and Nurseries, etc., at the AOB and other Offices. The job includes laying up of lawns, maintenance and development of lawns, development of nursery by applying necessary inputs, like Manures, Fertilizers, Watering, etc., maintenance of plants both in the garden and various floors, etc.
- h) The tentative total requirement of workers is as under:-

i) DCI, AOB, Visakhapatnam

S.No	Category	No of Workmen
01	Skilled	12
02	Un Skilled-	27
03	Maintenance Supervisors	02
04		41

ii) DCI, RO, Delhi Office:

S.No	Category	No of workmen
01	Attenders	02
02	Data Entry Operators	01
03	Executive Trainees	01
	Total	04

The number of hours of duty per day is 8 hrs. Tentative timings from 0800 hrs to 1700 hrs (or) 09:00 hrs to 18:00 hrs (or) any time as decided by the management with 1 hour break for Lunch / Dinner. Deductions from wages will be made for any late comings and/or early

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leaving and/or absence during duty hours. One day pay will be deducted for each two days of late coming. If such instances continue, then the Corporation may ask the contractor to stop providing the services of such worker and substitute with any other worker.

- i) The No. of workers to be deployed may vary depending upon the actual requirement of works. Payment will be made as per the actual deployment. The tenderer should ensure giving one day weekly off for every continuous 06 working days. It is also the responsibility of the tenderer to provide substitutes during leave/absent of the worker without any cost to the Corporation.
- j) The Management will have the right to reduce/enhance the number of contract labour to be engaged at any time during the currency of the contract with 03 days prior notice.
- k) All cleaning works are to be completed before 0915 AM everyday under direct and daily personal supervision of the contractor/ his representative. Residual work, if any, on any day will be attended to in such a manner so that inconvenience or dislocation is not caused to the proper functioning of the Corporation and its employees.
- l) The above nature of jobs is only indicative but not exhaustive. The Corporation has the right to include similar nature of jobs, at its discretion at any time during the currency of the contract period.

Tentative details of Floor areas of DCI and other offices.

S.No	Description of work
1	All the Floors(including B-1 &B-2) of DCI AOB and Terrace:- Cleaning & Maintenance of floors, tables, chairs, walls and ceiling as may be required in all the wings, stair cases both sides, all glass panels and all other surrounding areas, including toilets, etc., Cleaning & Maintenance of Lift Room and open terrace/Administrative Office Building(AOB), also weekly cleaning and maintenance of all water tanks, fans,

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	tube lights, outside walls, polishing of brass letters, etc., Cleaning and Maintenance of all the open area surrounding the AOB, including porticos, vehicle parking etc.,
2	Cleaning and Maintenance and development of Gardens, Lawns, Nursery, Flower plants both at AOB and other Offices as directed from time to time.
3	<u>DCI, Registered Office, Delhi and other offices</u> Data Entry and other miscellaneous works etc..

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SECTION-III
PREQUALIFICATION CRITERIA

Following are the basic prequalification criteria for a bidder to be technically qualified :-

- I. **Experience Criteria** :-The tenderer should have successfully completed/ to be completed similar works during last 5 years, ending 31/3/2020i.e in the period from 1/4/2015 to 31/03/2020, either of the following, for which supporting documents should be enclosed.
- 1) Three similar works costing not less than the amount equal to Rs.1.80 CR each.
OR
 - 2) Two similar works costing not less than the amount equal to Rs.2.25 Cr each
OR
 - 3) One similar work costing not less than the amount equal to Rs.3.60 Cr.

NOTE: The expression 'similar works' means who is having experience in providing cleaning and maintenance services in Industrial/Administrative Office Building/ Offices of reputed PSU/Central/State Govt. organizations/ departments/Institutes/ industries located in India.

Copies of the satisfactory performance certificates from the organizations along with work orders etc. along with values evidencing fulfilling the criteria are to be submitted.

- II. **Turnover Criteria**:-Average Annual turnover of the tenderer for the last three years should be atleast Rs.1.35 Crores p.a. Supporting documents which are certified true copies by the tenderer like Balance Sheet/ Profit and Loss A/C/ Auditor Certificate should be submitted.

The tenderer is required to fulfill the above pre-qualification criteria and submit the information/documents with regard to pre-qualification criteria etc., in the Technical Bid cover as stated in Section –VIII failing which his bid may not be considered/ he may be technically dis-qualified.

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SECTION-IV

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1. Tender shall be submitted in two bid system. BID-I – Technical bid and BID-II – Price Bid. The technical bid will be opened at the time and place mentioned in Section-I.
2. On evaluation of technical bids, the price bids of the technically qualified bidders will be opened at a later date which will be communicated to all the technically qualified bidders.
3. Security Deposit: The successful bidder is required to furnish Security Deposit of Rs.1,26,000/- for the contract period of three years by electronically/online to DCI Current Account or Bank Guarantee issued by a Nationalized Bank and enforceable at Visakhapatnam as per format attached at Annexure – 5. The Security Deposit shall be submitted within 15 days from the date of the award of work. DCI reserves the right to cancel the contract and get the work done through another party at the risk and cost of this bidder, if the Security Deposit (including the balance after conversion of EMD into Security Deposit if allowed for) is not submitted within said time and no payment will be made for the work done during this period i.e., from the date of beginning of the work till date of cancellation of the work order for non-submission of the security deposit. Any part security deposit (including EMD converted into Security Deposit will be forfeited.

The Security Deposit amount will be returned after satisfactory completion of the contract including extended period, if any, after making deductions as may be required.

4. All tenders must be absolutely clear, failing which the same will not be considered.
5. All columns would be properly and legibly filled in. No column would be left blank. Any correction in the rates etc. would be duly attested by the tenderer. Alterations, if any, not authenticated with attestation may result in the rejection of the tender.

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6. Rates quoted by the tenderer in item rate tender in figures and words will be accurately filled in so that there is no discrepancy in the rates typed in figures and words.
7. Special care should be taken to type the rates in figures as well as in words and the amounts in figures only, in such a way that the interpolation is not possible. The total amount would be typed both in figures and in words. In case of figures word Rs. would be typed before the figures of Rupees and word paisa after decimal figures viz., Rs.2.15 Ps. And in the case of words, the word Rupees should precede and the word paisa would be typed at the end. Unless when the rate is in whole rupee and followed by the words only, it would be invariably be up to two decimal places.
8. If the amount of an item is not worked out by the tenderer, it does not correspond with the rate typed either in figures or in words, then the rate quoted by the tenderer in words will be taken as correct.
9. Where the rate quoted by the tenderer in figures and words tallies but the amount is not worked out correctly, the rate quoted by the tenderer will be taken as correct and not the amount.
10. Item rate tender bearing any inscription either to increase or decrease the rate quoted, will not be considered and such tender will be rejected summarily.
11. The bids prepared by the tenderer and all correspondence and document relating to the bids exchanged by the bidder and the Company shall be written in English.
12. The rates would be inclusive of all taxes and charges except with respect to service tax/GST. The taxes in respect of this contract will be payable by the tenderer and Dredging Corporation of India Limited will not entertain any claim whatsoever in this respect. Towards Service Tax/GST, if this particular service comes under service tax/GST net and if the contractor pays the service tax/GST to the concerned authorities with respect of this contract, the same will be reimbursed on submission

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of proof of payment, etc. The modality for reimbursement of service tax/GST will be as per relevant statute and as per the requirements of management.

13. The tenderers should acquaint themselves with the work and the working conditions of the premises/area and no claim will be entertained on this issue later.
14. The tender should be valid for a period of 90 days (ninety) days from the date of opening of Technical Bids.
15. DCI reserves the right to inspect the premises of the Tenderer to assess their credentials/capability in executing the subject work.
16. Conditional tenders and additional conditions of the tenderer will not be considered.
17. In the event of any breach of contract on the part of the contract, entire security deposit is liable to be forfeited. Corporation also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer.
18. All rules and regulations governing the Dredging Corporation of India Limited will be applicable.
19. If as a result of any post audit, any amount is found to be recoverable from the tenderer, the same will be recovered first from any sum due to the tenderer against any current bill of the tenderer and/or from their security deposit and/or from any other amount due from the Corporation and/or on demand.
20. All claims of the Dredging Corporation of India Limited against this contract whatsoever will be recovered from the amounts due to the tenderer under this account
21. Wages will be paid in the bank accounts by the tenderer to the workmen, directly without intervention of any jamadars or chowkidars and that the contractor will ensure that no amount by way of commission or otherwise is deducted or recovered

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by the jamadars from the wages of the workmen. The tenderer will also strictly comply with the various provisions of the labour welfare statues or codes like:

- (a) The Industrial Relations Code
 - (b) The Code on Social Security
 - (c) The Occupational Safety, Health and Working Conditions code
 - (d) The Code on Wages
 - (e) Laws applicable to women, wherever applicable and any other relevant statues, together with the amendments, thereon. The contractor shall maintain various registers as required under the statutes and produce to authorities/ the officer of the Corporation nominated for the purpose, every month/as and when required for verification. No child labour should be engaged.
22. All liabilities such as compensation under various statutes PF Act and other regulations of the Govt. prevailing and as amended from time to time will be to the tenderer's account and the tenderer must indemnify the DCI against such liabilities.
23. If the tenderer makes default in proceeding with the work with due diligence, due to lack of resources or organization or work operated is not upto the expected standards, the Corporation reserves right to cancel the contract at 3 (three) days notice at any time during the currency of the contract. If the tenderer fails to execute the work as per conditions of the contract the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. The Corporation would be entitled to withhold any sum due and payable to the tenderer towards the sum as a result of the said breach or default. The contractor will not have any claim for compensation or otherwise on this account.
24. The tender is non-transferable and if transferred, it is liable for rejection. The work awarded cannot be sub-contracted to any other party and if found latter that it has been sub-contracted, the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer.

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25. Liquidated damages: Notwithstanding and in addition to the conditions, with regard to imposition of penalty elsewhere in this tender document, the Company reserves the right to impose liquidated damages in case the successful bidder who has been awarded the work delays in beginning of the work / fails to provide the services in time at any time during the contract period @ 1% of the contract price for each week of delay/ default until the actual providing of the service. The Company also reserves the right to cancel the work order in which case, the Security Deposit, will be forfeited and Company will get the work executed through another party at the risk and cost of the party whose work order has been cancelled.
26. Canvassing in connection with online tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
27. Online Tenders which do not fulfill all or any of the above conditions or incomplete in any respect, are liable for summary rejection.
28. The work will be commenced and completed as per the time schedule mentioned. In the event of delay in commencing the subject work, as stipulated in the work order, the work order issued to the party will be cancelled and EMD/SD will be forfeited.
29. No claim for the increase in any rates other than specified elsewhere in the tender will be entertained by DCI.
30. The tenderer is responsible for taking all precautionary measures for the safety of the lives of all workmen working under them. The responsibility arising due to any mishap during the execution of work and the payment of any compensation etc., thereof lies entirely on the tenderer.
31. The Tenderer will study all conditions of contract, site conditions, local conditions and regulations, rules with regard to labour, materials etc., which has a bearing on their

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bid and the rates quoted will be deemed to cover all such requirements and contingencies

32. The tenderer will see that no disturbance/obstruction is caused to the normal working of DCI and its employees.
33. Post-tender negotiations are banned, except in the case of negotiations with L-1 (i.e. lowest tenderer).
34. Notwithstanding anything stated elsewhere in this tender document, DCI reserves the right to terminate the contract by giving one month notice.
35. This work order/contract awarded to the successful party is not transferable and the party to whom the work order is given is not allowed to sub-contract this work by whatever name called to anybody. If it is found that this work is transferred or sub-contracted by such party to anybody at any point of time, DCI reserves the right to cancel the contract with all its consequences including forfeiture of the Security Deposit and carrying out the work for the balance period at party's risk and cost plus levy of fine/ claim of damages from the party whose work order is cancelled.
36. **ARBITRATION:** In case of dispute between DCI and the contractor for contract upto Rs.10 Crores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract upon all question 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 CGM.

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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 the arbitration by a sole Arbitrator, as per the provisions of the Arbitration and Conciliation Act, 1996 and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act, 1996.

The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

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SECTION-V

TECHNICAL SPECIFICATIONS

1. Labour engaged under this contract shall be physically and mentally sound, energetic able-bodied and of good character.
2. The workmen deployed for carrying out the job contract shall be on the rolls of tenderer only. They are not the workmen of the Corporation and hence the Corporation shall not be responsible for their leave, medical benefits, etc., by virtue of the job contract. These workmen deployed for job contract shall also not have any claim/right whatsoever for employment in DCI and these facts have to be clearly appraised to all the workmen engaged by the tenderer before posting.
3. The workmen shall maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to the management of the Corporation or its business or work or its officers/employees/other contractors.
4. The tenderer shall ensure that no worker provided by them are a member of the Trade Union of the Employees of the Corporation or take any interest in Trade Union activities of the employees of the Corporation.
5. The Corporation reserves the right to authorize any of its Officers/Staff to supervise the type of services rendered by the tenderer and if he finds that the conduct, behavior and performance of work of any of its workmen is unsatisfactory, he may require the tenderer to immediately recall the particular person and substitute the person by another and the tenderer shall comply with such requirements made by the Corporation forthwith.
6. The Corporation reserves the right to reduce the payment to the extent of deficiencies observed and quantified in terms of wages payable to the workmen. The decision of the Corporation in this respect will be final and binding.

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7. DCI shall not be in any way responsible for any injury while on duty, to the workers of the contractor etc.
8. Rates quoted by the tenderer shall include for such precautionary measures, required for proper execution of various works and avoid damage to the property/fittings. Damage, if any, done to the property of the Corporation due to negligence or inadequate pre-cautionary measures on the part of the tenderer or his workmen shall be made good by the tenderer at his cost and expense to the existing specifications and standards. In case the tenderer fails to rectify the damages or provide replacement the damaged fittings within a reasonable time as notified to him in writing, the same shall be got done through any other agency, at the discretion of the Corporation, at the risk and cost of the tenderer. Expenses incurred by the Corporation in this regard shall be recovered from the payments due or which may become due to the tenderer. In case no payment is due or likely to become due, expenses incurred by the Corporation shall be adjusted against security deposit and shortfall in the amount of security deposit shall be made good by the tenderer immediately.
9. The tenderer shall obtain requisite licences for engaging labour as per Contract Labour (Regulation & Abolition) Act 1970 and also for payment of PF (PF Number) from PF Commissioner and ESI membership under this contract and produce documentary evidence having done so within 15 (fifteen) days of receipt of the work order, failing which monthly running account bills shall not be admitted for payment till such time the above documents are produced to the DCI.
10. The tenderer shall ensure maintenance of the prescribed records/documents under the various statutes and produce to the nominated officer in the Corporation and also to PF Commissioner or any other statutory authorities for verification every month as and when required.

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11. The tenderer shall comply with the following:
 - i. Minimum wages, PF, ESI Gratuity & Bonus as fixed, by the appropriate Government and as enhanced from time to time shall be paid to the workmen deployed by the contractor.
 - ii. PF, ESI, Bonus and Gratuity etc., as per the relevant statutes respectively, should be computed on the entire wage for the month or part thereof, for which period, the worker was deployed. These amounts shall be paid appropriately to the authorities concerned by the contractor. In the event of failure to pay the amounts or submit proof of P.F. Code Number etc., issued by the local RPF, an amount equal to 25% (or such other amount as per the statute) of the wage bill shall be recovered by the Corporation towards P.F. contributions and administrative charges and the same shall be remitted to the appropriate authorities.
 - iii. Gratuity/terminal benefits shall be reimbursed at actuals on payment to the labourers on termination of the contract subject to the production of proof of having paid to the labourers.
 - iv. The short-fall amounts on the above accounts, if any, shall be made good from the Security deposit.

12. The tenderer should ensure payment for paid weekly-offs, and the Corporation shall not be liable for payments towards weekly-offs or overtime, if any, paid to the worker.

13. Leave rotation to the personnel deployed for the subject contract services has to be provided by the tenderer. This aspect should also be kept in mind while quoting their rate.

14. Every workmen employed by the tenderer shall be allowed in each week a holiday with wages for one full day, provided that nothing in the Contract Labour Act (R&A) 1970 Rules, shall apply to any workman whose total period of employment in the week, including any day spent on weekly-off is less than six days.

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15. The tenderer is responsible for Employees Compensation etc., as per relevant statutes in respect of the personnel deployed.
16. The tenderer shall pay wages only by crediting/transferring money into bank accounts directly to the labour and shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wages of the labour. The tenderer shall settle the wages of the labour engaged on this work latest by 5th of every succeeding month or the next day, if 5th day is a holiday.
17. The Corporation shall not make any payment direct to the workmen (other than for local transport for working at places other than AOB as stated above) and payment will be made to the contractor only.
18. The Corporation shall pay the bills taking into account the number of workmen deployed in a month, on submission of the bills along with acquittance copies, challans/receipts copies in token of payment of ESI, PF to the concerned authorities by the contractor. Monthly bills are to be submitted before 7th day of the succeeding month, covering the period of service rendered for the preceding month. Bills shall be prepared strictly as per the agreed rates. The Corporation shall arrange to make payments against the bill after statutory deductions towards Income Tax and Security Deposit etc., within a period of 15 days, unless delayed for reasons beyond the control of the Management.
19. No claim of escalation of charges, will be permitted during the period of contract except for the provisions of increase in Minimum Wages, PF, ESI, Bonus and Gratuity as may be amended by the appropriate Government and to the extent of amount falling short of such increased Minimum Wages, PF, ESI, Bonus and Gratuity only, as notified by the appropriate Government.
20. The Tenderer will arrange to obtain/collect Annual P.F. slips in respect of the workers engaged by him from P.F.Authorities and distribute/handover the same to the concerned workmen under acknowledgement.

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21. The contractor shall file the requisite Annual P.F. Returns/Reports to the concerned PF Authorities and a copy of such Annual Return/Reports should be endorsed to the Corporation for record.
22. The Security Deposit will be refunded to the tenderer, after satisfactory completion of the contract period, including extended period, if any.
23. This job/service contract will be for a period of three years
24. In the event of the tenderer, committing breach of any of the terms and conditions of this contract or if the services provided by the tenderer are considered to be unsatisfactory by the Corporation or for any other reason, considered by the Corporation as sufficient, the Corporation is entitled to terminate this contract, by giving one month's notice in writing and the tenderer will not claim any compensation for such termination before expiry of the period of the contract. The decision of the Corporation with reference to the termination will be final and binding on the contractor. In case of non-compliance with any statutory payments to the workmen such as PF, ESI, Minimum Wages, Leave Salary, Labour Welfare Contribution etc., during the period of contract, or for any other serious violation of the covenants in the tender/ contract to be recorded in writing, the job/service contract will be liable to be terminated forthwith without assigning any reason(s). In case of any termination of the contract under this clause, the security deposit will be forfeited and the Company reserves the right to get the balance period of the contract executed by any other party at the risk and cost of the contractor whose contract is terminated.
25. On expiry or termination of this contract, the tenderer and his/their workmen will forthwith vacate the premises, without in any way causing any obstruction / damage to the said premises and the Corporation's property therein. Any working tools/ instruments etc., given to the contractor should be returned to the Company.

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27. The workmen are subject to security check every day before leaving the premises. In case any materials belongings are found in possession with the workmen, they are liable to be removed and prosecuted thereon.
28. The cleaning materials, working tools like brooms, gardening tools etc will be supplied by the Corporation for daily cleaning, sweeping, maintenance works of Gardens and Lawns etc., The balance material and working tools are to be returned to the Company on as is where is conditions after completion of the contract. If any of the working tools, machinery etc are damaged due to negligence or carelessness attributable to the workmen engaged by the contractor, an amount equal to the repair/ replacement of the same may be recovered by the Corporation from the contractor from the running bills/ security deposit.
29. In case the tenderer decide to discontinue the contract, the tenderer will give three months advance notice to the Corporation in writing, failing which the Cleaning and Maintenance service shall be got done through other agencies at the risk and cost of the tenderer.
30. The successful tenderer should be able to start and provide the services, as intimated by DCI as per the work order. However, if the Security Deposit as intimated in this tender is not deposited within 15 days from the date of the award of the contract, DCI reserves the right to cancel the contract and get the work done through another party at the risk and cost of this bidder and no payment will be made for the work done during this period i.e from the date of beginning of the work till date of cancellation of the work order for non-submission of the security deposit.
31. If, for any reason, the tenderer is unable to supply manpower as per the work order alternative arrangements will be made by the Corporation at the prevailing market rates and the extra cost incurred, if any, for such arrangements will be deducted from the tenderer's bill. If such interruption/disruption/non-compliance extends for more than 3 days consecutively, the Corporation will have the right, without prejudice to other remedies, to terminate the contract without any notice. In such

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an eventuality the security deposit will be forfeited and recovery of any such due to the corporation will be recovered from the tenderer's bills.

32. Notwithstanding anything stated elsewhere in the tender document, the Corporation will have the right to impose a penalty on the contractor upto Rs.1000/- in each case of default in the service and/or non-compliance of any of the condition in the tender document and/or work order.
33. The tenderer is required to provide supervisor to present daily at the AOB premises throughout the period of the contract. The supervisor will be responsible for supervising of the working of the workmen engaged by the tenderer. DCI shall not pay any charge to the supervisor separately. The charges for the supervisor shall be included in the Service /Administrative charges quoted in the price bid at Section IX.
34. The number of workmen required is given at Section VII. The requirement given is only tentative and the actual usage under different categories may vary from time to time. The Tenderer is required to provide workmen as per the requirement intimated to him from time to time. Payment will be made as per the actual number of workmen whose services have been utilized for the number of days present for each workmen.
35. The wages as stated above are as per the wages notified under the Minimum wages Act by Government of India. The same will be revised as per the revision notified, if any, from time to time by Commissioner of Labour, Government of India or any Competent Authority appointed for the purpose. The wages will be reimbursed on actuals every month depending on the number of workmen deployed for each category and submission of proof of payment and other documents. Gratuity and terminal benefits @4.81% on basic wages shall be paid to the workmen by the contractor and the same will be reimbursed by the Corporation to the tenderer at actual on payment to the workmen on termination/ completion of the contract period, subject to production of proof of having paid to the workmen.

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36. Uniform: All the maintenance staff should wear a proper distinct uniform which should be procured and maintained at the cost of the contractor. The Company will reimburse to the contractor such amounts to be intimated by the Company from time to time towards the cost of uniforms. The Colour and type of the uniform will be decided by the Company. The Company will provide Rs.2500/- per year towards uniform, shoes, socks, stitching charges, etc. The uniform should be clean, ironed and well kept. The Corporation will have the right to impose a penalty on the contractor upto Rs.100/- in case of each instance of failure of the staff of the contractor to wear neat and well-kept uniform.
37. Goods & Services Tax (GST) is applicable. Hence, necessary statutory compliances w.r.t. GST is to be complied by the contractor without fail. Any effect of tax remittance w.r.t. GST and non-compliance of remittances may attract penalty, interest which are to be borne by the contractor only.

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SECTION – VI

WAGE STRUCTURE AT CLEANING & MAINTENANCE WORKERS AT DCI, AOB,
VISAKHAPATNAM

Sl. No	Particulars	WAGES PER MONTH (IN `)	
		UN-SKILLED	SKILLED
1	Wages for Days 26 days	13,884.00	18,382.00
2	EPF @12%	1,666.08	2,205.84
3	Admn charges @ 0.50%	69.42	91.91
4	EDLI @ 0.50%	69.42	91.91
5	ESI @ 3.25%	451.23	597.42
6	Bonus Ceiling limit @ 8.33% (max. Ceiling Rs. 7000/- PM)	583.33	583.33
	Sub. Total	16,723.48	21,952.41
7	Gratuity @ 4.81%	667.82	884.17
	Total Rs.	17,391.30	22,836.58

SL.NO.	PARTICULARS		Maintenance Supervisor
1	Basic Wages (for 26 days)		30,000.00
2	E.P.F. @ 12%	12%	3,600.00
3	Admn. Charges @ 0.50%	0.50%	150.00
4	EDLI @ 0.50%	0.50%	150.00
5	ESI @ 3.25%	3.25%	975.00
6	Bonus @ 8.33% (on a maximum of Rs.7000/-)		-
7	Total		34,875.00
8	Gratuity/Terminal Benefits @ 4.81% (on Basic Wage)	4.81%	1,443.00
	Total		36,318.00

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WAGE STRUCTURE FOR CONTRACT WORKERS AT REGIONAL OFFICE, DELHI

SI.No.	PARTICULARS	DATA ENTRY OPERATOR1 CONTRACT WORKERS (01 Nos.	EXECUTIVE TRAINEES CONTRACT WORKERS (01 Nos.)	ATTENDER / MESSENGER CONTRACT WORKER (01 No.)	ATTENDER / MESSENGER CONTRACT WORKER (01 No.)
1	Basic wages (for 26 days)	16,614.00	25,000.00	16,614.00	16,614.00
2	E.P.F. @ 12%	1,993.68	--	1,993.68	1,993.68
3	Admn. Charges @ 0.50%	83.07	--	83.07	83.07
4	EDLI @ 0.50%	83.07	--	83.07	83.07
5	ESI @ 3.25%	539.96	--	539.96	539.96
6	Bonus @ 8.33% (on a maximum of Rs.7000/-)	583.10	--	583.10	583.10
	Total	19,896.88	25,000.00	19,896.88	19,896.88
7	Gratuity/Terminal Benefits @ 4.81% on Basic Wage	799.13	1,202.50	799.13	799.13
	Total	20696.01	26,202.50	20696.01	20696.01

Note:-

1. The wages for workers working at AOB as stated above are as per the wages notified under the Minimum wages Act by Commissioner of Labour (Central), Government of India. The same will be revised as per the revision notified if any from time to time by Commissioner of Labour, Government of India or any Competent Authority appointed for the purpose.
2. The wages for contractual personnel at RO, Delhi, and other offices will be fixed by DCI from time to time.

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3. The wages will be reimbursed on actuals every month depending on the number of workmen deployed for each category and submission of proof of payment and other documents.
4. Gratuity and terminal benefits @4.81% on basic wages shall be paid to the workmen by the contractor and the same will be reimbursed by the Corporation to the tenderer at actual on payment to the workmen on termination/ completion of the contract period, subject to production of proof of having paid to the workmen.
5. The projected requirement of workmen is at Section VII. The deployment of workmen may vary depending upon work requirements and DCI reserves its right to increase or decrease the number of workmen. However payment will be made only as per actual utilization during month for actual number of days worked.

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SECTION – VII

REQUIREMENT OF WORKMEN THROUGH CLEANING AND MAINTENANCE CONTRACT

i) DCI AOB, Visakhapatnam :

Sl.No.	Category	No.of workmen
1.	Skilled – Drivers (3), Electricians (2), Telephone Technicians (1), IT(1), Central Dispatch (1), Others (4)	12
2.	Unskilled – Cleaning & Maintenance Staff	27
3.	Maintenance Supervisors	02
	Total	41

ii)

DCI, RO, Delhi :

Sl.No.	Category	No.of workmen
1.	Attenders / Messengers	2
2.	Data Entry Operator	1
3.	Executive Trainee	1
	Total	4

Note:-

1. The above requirement is only tentative and the actual usage under different categories may vary from time to time.
2. The Tenderer is required to provide workmen as per the requirement intimated to him from time to time.
3. Payment will be made as per the actual number of workmen whose services have been utilized for the number of days present for each workmen.

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SECTION-VIII

DOCUMENTS TO BE SUBMITTED / INFORMATION TO BE FURNISHED ALONG WITH
TECHNICAL BID

THE TENDERER SHOULD FURNISH THE FOLLOWING INFORMATION/ PROVIDE THE FOLLOWING DOCUMENTS IN THE TECHNICAL BID COVER FOR EVALUATION OF TECHNICAL BID.

1	Particulars of Firm/ Proprietor						
	a	Name					
	b	Postal Address					
	c	Contact person's name					
	d	Contact persons designation					
	e	Telephone Number					
	f	Mobile Number					
	g	e-mail address					
2	All the Tender documents signed on each page with Tenderer's seal in token of acceptance of all the conditions of the Tender document.						
3	Experience Criteria						
	Sl. No.	Nature of work	Period of work		Organization	Value of each work done in ` in Lakh	Supporting documents attached
			From	To			
	1						
	2						
	3						
	4						
5							
4	Turnover Criteria						
	Sl.No	Year			Turnover (` in lakh)	Document attached	

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	1			
	2			
	3			
5	Bank Details			
	1	Name of the Bank		
	2	Name of the Branch		
	3	Bank Address		
	4	Bank Account No		
	5	IFSC Code/ RTGS Code		
6	Pan Card No. (Copy of relevant document issued by the relevant authority issuing the number to be enclosed)			
7	Firm's Registration No. issued by Labour Authorities under Shops & Establishment Act (Copy of relevant document/ registration certificate issued by the relevant authority issuing the number to be enclosed)			
8	P.F. Code allotment letter issued by P.F.Authorities (Copy of relevant document issued by the concerned authority issuing the number to be enclosed)			
9	ESI Code issued by ESI Authorities (Copy of relevant document issued by the concerned authority issuing the number to be enclosed)			
10	Labour Licence No. with Date issued by concerned Labour Authorities in Form VI under Contract Labour (R&A) Act, (Copy of relevant document issued by the concerned authority issuing the number to be enclosed)			
11	Service Tax/GST Registration number issued by respective authorities (Copy of relevant document issued by the concerned authority issuing the number to be enclosed)			
12	A declaration by the tenderer as to compliance of all conditions and having put no			

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	counter conditions in the format in Annexure – 1.
13	An undertaking as at Annexure - 2 that the tenderer has 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.
14	The details of the employees in Dredging Corporation of India Limited with whom the tenderer has any relationship along with nature of relationship in the format in Annexure – 3.

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SECTION-IX

PRICE BID

(TO BE SUBMITTED ONLINE)

Sl.No.	Description	Amount (₹)
1	Service / Administration charges which includes charges for Supervisor (lumpsum) per month excluding Service Tax/GST as applicable.	
In words : Rupees _____ _____		

Note :

- 1) **Service tax / GST will be paid / reimbursed at the applicable rates by the Company as per the statutory.**
- 2) The payment to be made to the contractor will be the service/administration charges as above plus the wages as per the wage structures of the skilled/semi-skilled unskilled/light Motor Vehicle Drivers as furnished in Section VI (a), (b) and the other charges, if any stated in the tender document. The wages are required to be paid first by the contractor to the workers and proof of remittances to be submitted along with bill to DCI for payment. The PF remittances etc., will be reimbursed by DCI on submission of proof of remittances.
- 3) Service / Administration charges which includes charges for Supervisor (lumpsum) are constant throughout the period of the contract and no variation will be allowed in the same though the period of the contract.
- 4) Method of evaluation is given at Section – I.

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- 5) Tenderer has to submit documents in support of Service tax/GST registration along with technical bid and as well include the service tax/GST registration number in every bill raised on the company.

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ANNEXURE – 1

**COVERING LETTER AND UNDERTAKING AS TO COMPLIANCE OF CONDITIONS AND NO
COUNTER CONDITIONS**

Dated _____

To

M/s. Dredging Corporation of India Ltd.,
Visakhapatnam

Sir,

**SUB : TENDER NO. DCI/HR/GS/2021, DATED 17.03.2021- - TENDER FOR
PROVIDING CLEANING AND MAINTENANCE SERVICES AND OTHER
WORKSOF AOB, VISAKHAPATNAM AND OTHER OFFICES**

Reg.

I/We hereby confirm having read by me/us read and/or explained to me/us so far all the terms and conditions stated in the tender documents and agree to be abide unconditionally the terms and conditions stated therein.

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and conditions and other provisions contained in the tender documents, which have been read by me/us read and/or explained to me/us so far as they are applicable. In default of compliance any of these conditions, I/We agree to set off the extra cost if any, for carrying out the work at my/our risk and cost against the Security Deposit available with the Dredging Corporation of India Limited, or its successors and to pay the DCI or its successors on demand as debt due any amount required to meet the extra cost of carrying out the work over and above Security Deposit furnished by me/us.

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

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ANNEXURE – 2

DECLARATION ABOUT RELATIVES

Dated _____

To

M/s. Dredging Corporation of India Ltd.,
Viakhapatnam

Sir,

SUB : TENDER NO. DCI/HR/GS/2021, DATED 17.03.2021- - ONLINE TENDER
FOR PROVIDING CLEANING AND MAINTENANCE SERVICES AT DCI
HEAD OFFICE ETC., VISAKHAPATNAM-1

We hereby certify that, we are not related to any person employed in Dredging Corporation of India Limited.

Or

We hereby certify that, the following are the persons who are employed in Dredging Corporation of India Limited and are related to me

Sl.No.	Name of the employee in DCI and designation	Nature of relationship

(strike out /fill-in as applicable)

Thanking you,

Yours faithfully,

Place :

Date : SIGNATURE OF THE TENDERER WITH SEAL, NAME AND ADDRESS

SIGNATURE OF TENDEROR WITH SEAL

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ANNEXURE – 4

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be executed on Rs.100/- Non-Judicial Stamp Paper)

NOTE : The Bank Guarantee should be issued by a Nationalised Bank and enforceable at Visakhapatnam.

The Dredging Corporation of India Ltd.,
"Dredge House", H.B.Colony Main Road,
Seetammadhara,
Visakhapatnam-530 022

WHEREAS _____ (hereinafter called the "Tenderer") has submitted its tender dated _____ No. _____ for _____ (name of the work) (hereinafter called the said "Tender") in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, H.B.Colony Main Road, Seetammadhara, Visakhapatnam-530 022 (herein after called the "CORPORATION").

KNOW ALL MEN by these presents that we, (Bankers full address) _____
_____ (hereinafter called "Bank")
are bound unto the Corporation for the sum of Rs. _____ (Rupees _____ only) for which payment will and truly to be made to the said Corporation, the Bank binds itself its successors and assigns by these present.

THE CONDITIONS of this obligation are:

If the Tenderer withdraws his Tender

- 1 a) during the period of validity of the Tender specified in the Tender
(or)
b) after having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. fails or refuses to execute the Agreement, if required, or

SIGNATURE OF TENDEROR WITH SEAL

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3. do not commence the work as per the Letter of Intent or Work Order.

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

Notwithstanding anything herein contained our liability under this guarantee is limited to Rs. _____ (Rupees _____

_____ only) and will remain in force upto 120 days from the date of opening of Tender and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated:

SIGNATURE OF THE BANK

DREDGING CORPORATION OF INDIA LIMITED
TENDER NO. DCI/HR/GS/2021, DATED 17.03.2021
CLEANING & MAINTENANCE SERVICES AND OTHER WORKS OF
AOB,VISAKHAPATNAM AND OTHER OFFICES.

ANNEXURE –5

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
(To be executed on Rs.100/- Non-Judicial Stamp Paper)

NOTE : The Bank Guarantee should be issued by a Nationalised Bank and enforceable at Visakhapatnam.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Head Office at Dredge House, H.B.Colony Main Road, Seetammadhara, Visakhapatnam – 530022 (hereinafter called the "DCI" having awarded the work for _____ (name of work) of Tender No. _____ dated _____ vide work order issued vide letter no. _____ dated _____ to M/s. _____ (indicate Name & Full Address of the Tenderer) (hereinafter called the said "Tenderer") exempt from payment under the terms and conditions of the said tender dated _____ No. _____ made between the DCI and the Tender for _____ (herein after called the said "Tender") of Security Deposit in cash for the due fulfillment by the said Tenderer of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We _____ (indicate the name of Bank) (hereinafter referred to as "the Bank") at the request of M/s. _____ the said Tenderer do hereby undertake to pay to the DCI an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said tenderer of any of the terms or conditions contained in the said tender.

2. We _____ do hereby undertake to pay the amounts due and _____ (indicate the name of Bank) Payable under this guarantee without any demur, merely on a demand from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason breach by the said Tenderer of any of the terms or conditions contained in the said Tender

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or by reason of the Tenderer's failure to perform the said Tender. 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 Rs._____.

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the said Tenderer 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 valid discharge of our liability for payment thereunder and the said Tenderer shall have no claim against us for making such payment.

4. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged or till the DCI certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tender and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liability under this Guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree 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 Tender or to extend time of performance by the said Tenderer 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 Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Date the _____ day of _____ 2021

For _____
(indicate the name of Bank)