



**DREDGING CORPORATION OF INDIA LIMITED**

(A Government of India Undertaking)

P.O. COCHIN, KERALA- 682 016

Phone:0484-  
2356232/2356627

E-Mail:  
[pokochi@dcil.co.in](mailto:pokochi@dcil.co.in)

Ref: KOC/OPS/11C/Garbage/2018-19/614

Date: 05-07-2018

**Tender for “Removal of Dry & Wet Garbage from DCI Dredgers/Crafts Working at Cochin Port Waters”**

Tender issued to:

M/s. ....

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Project in charge  
Dredging Corporation of India Ltd.,  
Project Office Cochin

**DREDGING CORPORATION OF INDIA LIMITED**  
**(A Government of India Undertaking)**  
**P O Cochin, Kerala – 682 016**  
**Phone No.0484-2356232/ 2356627**

Ref: KOC/OPS/11C/Garbage/2018-19/614

Date: 05-07-2018

**INVITATION FOR BIDS**

Sealed Tenders are invited in two cover system i.e. Cover –A ‘Technical Bid’ and Cover –B ‘Financial Bid’ by DCI ltd Cochin from experienced and competent firms for ‘Removal of Dry & Wet Garbage from DCI Dredgers/Crafts Working at Cochin Port Waters’ initially for a period of 2 years, extendable for another one year at the same rates, terms and conditions and as per discretion of DCI.

The detailed NIT and complete tender documents are hosted in our website [www.dredge-india.com](http://www.dredge-india.com), [www.eprocure.com](http://www.eprocure.com) and [www.tenders.gov.in](http://www.tenders.gov.in) . Interested parties may download the tender documents from the website for participation in the bid by paying Rs. 295/- through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender. (The details of DCI Current Account at syndicate Bank is as follows:- DCI Current Account No:- 35833070000014. Branch Name:- DCI Ltd Port Area Branch, Visakhapatnam IFSC/RTGS No:- SYNB0003583 SWIFT Code No:- SYNBINBBO32 copy of electronic receipt/UTR to be enclosed with the tender documents along with the Technical Bid, without which the tender documents will be summarily rejected. DD is not acceptable any way for cost of tender document and EMD, those should be submitted by NEFT/RTGS as per recent practice.

The last date for receipt of filled tender is upto **15:00 hrs on 16-07-2018** and the Techno-commercial Bids will be opened on the same day at **15:30 hrs** at the following address.

Project in Charge

Dredging Corporation of India Ltd.,

PO Cochin,

Kochi-682 016

Kerala.

**Pre Qualification Criteria**

Tenderer should possess the following minimum qualifying requirements.

1. Technical:

- (i) Should have own registered firm and experience in the similar works is preferable.
- (ii) The contractor should have past experience in removal of garbage from the vessels at Cochin Port. In this regard the participated tender shall submit valid proof/certificate of authorization issued by Cochin Port to collect Garbage from ships operated at Cochin Port. The earlier certificates obtained from Cochin Port for removal of garbage from the ships shall be enclosed.
- (iii) The contractor shall submit/obtain valid proof/certificate of garbage dumping/disposal permission from Kochi Municipal Corporation specified area and from Cochin Port Trust for removal garbage from the vessel at berth/stream.

Signature of Tenderer with seal

2. Financial :

- i) Average annual financial turnover during the past three years end March, 2017 should be at least 1.54 Lakhs.
- ii) Experience of having successfully completed similar type of works during last 7 years ending March, 2018 should be any of the following:-
  - i) Three similar completed works costing not less than Rs. 2.05 Lakhs.
  - ii) Two similar completed works costing not less than Rs. 2.56 Lakhs.
  - iii) One similar completed work costing not less than Rs. 4.10 Lakhs.

Dredging Corporation of India Limited reserves the right:

- i) to issue tender documents only to those considered competent to execute the work, and
- ii) to accept or reject any or all tenders received without assigning any reasons whatsoever
- iii) to cancel the tender at any stage for the reasons whatsoever it may be.

The detailed NIT and complete tender documents are hosted in our website [www.dredge-india.com](http://www.dredge-india.com), [www.eprocure.com](http://www.eprocure.com) and [www.tenders.gov.in](http://www.tenders.gov.in) . Interested parties may download the tender documents from the website for participation in the bid by paying Rs. 295/- through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender. (The details of DCI Current Account at syndicate Bank is as follows:- DCI Current Account No:- 35833070000014. Branch Name:- DCI Ltd Port Area Branch, Visakhapatnam IFSC/RTGS No:- SYN0003583 SWIFT Code No:- SYNBINBBO32 copy of electronic receipt/UTR to be enclosed with the tender documents along with the Technical Bid, without which the tender documents will be summarily rejected. DD is not acceptable any way for cost of tender document and EMD, those should be submitted by NEFT/RTGS as per recent practice.

Project in Charge  
Dredging Corporation of India Ltd.,  
P O Cochin.

Signature of Tenderer with seal

**MEMORANDUM**

1. NAME OF THE WORK : “Removal of Dry & Wet Garbage from DCI Dredgers/Crafts Working at Cochin Port Waters”.
2. PERIOD OF CONTRACT : Two years and extendable for one year at the same rates, terms and conditions of the contract and as per discretion of DCI.
3. EARNEST MONEY DEPOSIT : 10,240/- (Rupees Ten thousand Two hundred and Forty only) to be remitted only through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender or by way of BG drawn from any scheduled commercial bank and validity to be 120 days or more from the date of opening of 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  
SWIFT Code No:- SYNBINBBO32 from any Scheduled commercial Bank.
4. SECURITY DEPOSIT : 10% on each monthly bill subject to maximum of 5% of contract value (Refundable).
5. VALIDITY OF OFFER : 90 days from the date of opening of tender.
6. ISSUE OF TENDER DOCUMENT THROUGH DCI WEB SITE : From 05-07-2018 to 14-07-2018 during office working hours between 10:00 hrs and 17:00 hrs.
7. LAST DATE FOR RECEIPT OF TENDER : Upto 15:00 Hrs on 16-07-2018.
8. DATE OF OPENING OF TENDER : At 15:30 Hrs on 16-07-2018
9. COST OF TENDER DOCUMENT : Rs.295/-(Rupees Two hundred and ninety five only) (non-refundable) to be remitted only through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender.  
The details of DCI Current Account at syndicate Bank is as follows:-  
DCI Current Account No:- 35833070000014  
Branch Name:- DCI Ltd Port Area Branch, Visakhapatnam  
IFSC/RTGS No:- SYNB0003583  
SWIFT Code No: - SYNBINBBO32 (if by post Rs.200/-

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extra for postage).

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 explained to me/ us so far as they are applicable. In default of any of these conditions, I/ We agree to set off the extra cost if any, for carrying out the work at my/ our risk and cost against the Security Deposit available with the Dredging Corporation of India 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 interim bills.
  
3. Bank Guarantee (as per format at **Annexure-IV**) vide No. \_\_\_\_\_  
 Dtd. \_\_\_\_ - \_\_\_\_ - 2018 for Rs. \_\_\_\_\_ (Rupees  
 \_\_\_\_\_ only) is hereby forwarded towards Earnest  
 Money Deposit.
  
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 of .....2018.

Signature of Tenderer with seal

### **SCOPE OF WORK**

Dredging Corporation of India Ltd., (A Govt. of India Undertaking), having its Head Office at Visakhapatnam and one of its Project Offices situated at Cochin is an ISO 14001:2004 certified COMPANY. DCI Trailer Suction Hopper Dredgers are mostly deployed for dredging at Ernakulam Channel, Mattancherry Channel, ICTT Basin, Outer Channel, LNG Basin, Inner Approach Channel, Cochin Shipyard backwaters & Channel and One Cutter Suction Dredger occasionally deploy at CSL areas for dredging apart from that few Dredgers/Crafts are positioning at Cochin Port for various reasons. Garbage of different types as mentioned below, that are being accumulated are to be collected from the Dredgers and same are to be landed ashore for disposal as per rules applicable within the locality/ area of operation. The Corporation is desirous to have contract for the collection and removal of Garbage from its Dredgers and Crafts deployed at Cochin with experienced and competent firms who are interested in carrying out the work.

Nature of wastes in vessel would be dry garbage comprises plastic, domestic wastes and operational wastes. Wet garbage comprises food wastes and cooking oil. The items are generally required to remove from galley, engine, deck etc such as oily rags, cans, bottles, plastics, crockery and chipping rust garbage etc. The dry & wet quantity will vary depending upon the capacity of vessels and working personnel. The garbage has to be collected in the presence of Master/CEO of vessel or his nominated person and necessary garbage collection receipt shall be given every time. The collected garbage/waste from respective vessels berthed in the port or collected in stream shall be transported to the authorized Municipal dumping ground for disposal in the specified area of local Municipal Corporation. **The contractor should produce a valid authorization letter from Cochin Port for removal of solid garbage/waste from ships berthed at Kochi.**

The type of Garbage to be collected from Dredgers is as given below:

Sl. No.	Garbage Type	Storage Bin colour	Disposal area as per EMS Procedure
i	Food waste	Blue	Specified area and bin of local Municipal Corporation.
ii	Paper, Rags and similar refuse	Black	Specified area and bin of local Municipal Corporation.
iii	Glass, Metal, Bottles, Crockery.	Red	Specified area and bin of local Municipal Corporation.
iv	Floating dunnage, Lining and Packing materials.	Yellow	Specified area and bin of local Municipal Corporation.
v	Plastic-including Synthetic ropes, fishing nets and plastic garbage bags.	Red	Specified area and bin of local Municipal Corporation.
vi	Oil soaked rags and Garbage	Red	Specified area and bin of local Municipal Corporation.

The Garbage is to be collected from DCI Dredgers from berth or at stream (dredging area and outer anchorage) or from Jetty on as is where basis as per the instruction of Project in Charge. Normally, the garbage is to be collected two to three times in a month from each Dredger (indicative only actual may be less or more), unless and otherwise, a separate communication is given by Master/ Project Office to the contractor. For collection of garbage from Dredgers at stream, the contractor can avail the service of DCI routine launch, at free of cost, as per the timings scheduled from time to time and no separate / special boat-trip will be provided by

Signature of Tenderer with seal

the Corporation for garbage collection. The routine boat/ launch timings can be ascertained from Project Office for the morning trip in the evening of preceding day. **Upon disposal of garbage the contractor have to produce standard format for waste delivery receipt (IMO format) to Master of the V/L** and one copy has to be given to the respective project office and also one copy has to be given along with the bill.

### **GENERAL TERMS AND CONDITIONS**

1. The tenderer should study the tender documents carefully; understand the special and general conditions of the tender before submission of tender. He may get himself acquainted with the nature and scope of work and local conditions before quoting the tender.
2. The tenderer shall sign on all pages of the tender documents before submitting his tender and shall quote the rates in figures as well as in words in the schedule.
3. Rates quoted by the tenderer in the Bill of Quantity shall be carefully filled both in figures and words, 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.
4. The EMD can be submitted by the tenderer only through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender.  
The details of DCI Current Account at syndicate Bank is as follows:-  
DCI Current Account No:- 35833070000014  
Branch Name:- DCI Ltd Port Area Branch, Visakhapatnam  
IFSC/RTGS No:- SYNB0003583  
SWIFT Code No:- SYNBINBBO32  
Or by way of Bank Guarantee (BG) from any scheduled commercial Bank, as per attached proforma (**Annexure-IV**). Cheque or Demand Draft will not be accepted any way.
5. Towards **Security Deposit** for the due fulfillment of this contract, the EMD of successful tenderer shall be converted into SD and the amount at percentage specified in the Memorandum of this tender shall be recovered from the running account bills. The EMD converted into SD and recovered SD will be refunded without attracting any interest, after successful completion of work and on submission of 'No dues certificate' by the contractor. The E.M.D. of the unsuccessful tenderers shall be refunded upon finalisation of tenders.
6. 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.
7. Tenders containing uncalled remarks or any additional conditions or counter conditions are liable for summary rejection.
8. The tender shall remain open and valid for acceptance for a period of 90 days from the date of opening and on request of the Corporation the validity can be extended for further period of 60 days.

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9. 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, Govt. 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)**
10. 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. The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid. **(Annexure-II)**
11. The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved.**(Annexure-III)**
12. The tenderer shall furnish details of Bank Account for Electronic Transfer of payments as per attached proforma. **(Annexure-V)**
13. Before releasing the final payment, after the work is completed, the contractor is required to submit a 'No Due Certificate' to the employer without prejudice to the claims raised by him before seeking the release of the final bill and the contractor shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a No Claim or No Dues Certificate.
14. 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.
15. Tenders will be opened in the presence of the tenderer or their authorised representatives at Dredging Corporation of India Ltd., P O Cochin, Kochi-16, at the time and date specified in the Notice Inviting Tender.
16. DREDGING CORPORATION OF INDIA LIMITED RESERVES THE RIGHT :
  - (a) To split the work to more than one tenderer,
  - (b) 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,
  - (c) 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.
17. In the event of cancellation of the contract due to delay in commencing the work by the tenderer, the work order issued will be cancelled and EMD shall stand forfeited.

Signature of Tenderer with seal



18. The Tenderer is responsible for taking precautionary measures and safety for all the men working under him throughout the contract period. The corporation shall not be liable for any damage or compensation or whatsoever payable by law consequent of any accident or injury to any workmen or other persons employed by the tenderer and the tenderer shall indemnify and keep DCI indemnifying against all such damages or compensation and against all claims, damages, proceedings, cost, charges and expenses or whatsoever in respect thereof or relating thereto responsibility arising due to any compensation etc lies entirely on the part of the Tenderer.
19. This contract shall be governed by the Indian Contract Act, 1872, and in case of any dispute, the same shall be referred to the jurisdiction of the courts of law at Visakhapatnam only.
20. In the matter of interpretation of various rules, Clauses, Specifications, General Conditions, the decision of the Project in charge will be final.
21. DCI is an ISO 14001:2004 EMS certified company, DCI is committed for prevention of pollution by implementing environmental friendly operational product. Hence the contractor shall comply with all statutory and regulate requirement pertains to environment protection. Also the contractor shall adopt the environmental friendly procedures for execution of the work to the minimum possible extent
22. In the event of breach of contract by the tenderer and/or the contract is cancelled due to default on the part of the tenderer and /or the balance of work is awarded to another agency to be carried out at the risk and cost of the tenderer committing the breach of contract or default, the corporation is entailed to withhold any sum due and payable to the tenderer towards the sum due as a result of said breach or default.
23. In the event of any dispute or difference between the tenderer and the Corporation arising out of or under these conditions or in connection with this contract, shall be referred to sole arbitrator, to be appointed by the General Manager(Ops), Dredging Corporation of India Ltd., Visakhapatnam and the award of the Arbitrator will be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modifications or re-enactment thereof. The Arbitrator will give a reasoned award. The Sole Arbitrator is precluded from awarding any interest in the award either for the pre-reference period or pendentile. The venue of the Arbitration will be Visakhapatnam, and the courts at Visakhapatnam will have exclusive jurisdiction on all matters with reference to this contract.
24. **FORCE MAJEURE**
  - i) In the event of either party being rendered unable by force majeure conditions to perform any obligation required to be performed by them under the contract, the relative obligations of the party effected by such force Majeure shall upon notification to the other party by suspended for the period during which force Majeure event lasts. The cost and loss sustained by either party shall be born respective parties.
  - ii) The term 'Force Majeure' as employed shall mean Acts of god, earth quake, Flood, war, revolt, riot fire, sabotage, strike (excluding that of contractors' suppliers or sub-contractors' employees) and hurricane. Time of performance shall be extended by the period of delay, which is directly caused by Force Majeure and the decision of Project Manager on the Extension, shall be final and binding on the contractor. Upon the occurrence of such cause and upon its ending/ termination, the party alleging that they have been rendered unable to perform as aforesaid, shall

Signature of Tenderer with seal

notify to the other party in writing immediately but not later than 48 Hours (Forty eight hours) of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

iii) Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which cause lasts.

Signature of Tenderer with seal

**SPECIAL CONDITIONS**

1. The tender should submit the “Technical Bid” duly marked as “COVER-A” of the tender along with all enclosure listed bellow and details super scribing the name of work and date of opening etc. addressed to the Project-In-Charge, DCI Ltd., Cochin Project Office on or before due date & time i.e. on or before 16-07-2018 at 15:00 Hrs, in a separate **sealed cover. No late tender shall be accepted.**
  - a) EMD for RS. 10,240/-(Rupees Ten thousand Two hundred and Forty only) is to be paid only to be remitted online through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender or by way of BG in the prescribed format. 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  
SWIFT Code No:- SYNBINBBO32
  - b) Copies of certificates of Authorization for Garbage Removal obtained from Cochin Port Trust for removal of garbage from the ships at Cochin Port.
  - c) Copy of Registration of Firm/Trade License defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
  - d) Copy of clear title of owner specifying name of owner and in case tenderer is not the owner, necessary documents in support of authorization to operate the tender in original duly executed on stamp paper (Power of Attorney).
  - e) Authorization for the person signing the tender in Letter Pad in Original.
  - f) Copies of valid proof/certificate of garbage dumping/disposal permission from Kochi Municipal Corporation at specified area.
  - g) Copies of Permanent Account No. (PAN) of the firm/proprietor, issued by Income Tax Department. Govt. Of India.
  - h) Copies of GST registration certificate.
  - i) Audited Balance Sheets/Unaudited Balance Sheets including ITR Form for the last three years ending the financial year ending March’2017.
  - j) Proof of experience certificate of having successfully completed similar works during the last seven years, ending 31<sup>st</sup> March 2018.
  - k) Duly signed tender documents on all pages with Annexure I, II, III, IV & V.
2. Bill of quantity (BOQ) should be submitted in another cover marked as “COVER-B” sealed and super scribing the name of work and date of opening etc. addressed to the Project-In-Charge, DCI Ltd., Cochin Project Office on or before due date & time i.e. on or before 12-07-2018 at 15:00 Hrs, and nothing else should be separately scaled.
3. Both the cover should be put in a separate cover and sealed, duly super scribing the name of work and date of opening etc. addressed to the Project-In-Charge, DCI Ltd., Cochin Project Office on or before due date & time i.e. on or before 16-07-2018 at 15:00 Hrs. Tender to be submitted in the tender box on or before the due date and time of opening.
4. Tenders received without Earnest Money Deposit as specified 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.

Signature of Tenderer with seal

5. If any Tenderer backs out after opening of the Tender or after issue of work order or modify his Tender after opening, the EMD of such Tenderer will be forfeited in favour of the Corporation.
6. All statutory levies, Port dues / charges, licenses, Port Entry passes for men, material, equipment etc. for engaging labour/ equipment, etc., in Cochin Port waters during removal of garbage shall be borne by the Contractor and the rates are deemed to have included for all the expenses, wages, all Taxes, all local levies, etc. applicable and would be applicable during the contract period.
7. The Contractor shall submit the Copies of valid Garbage dumping/disposal certificates obtained from Kochi Municipality from time to time / for each and every load of garbage removed from the ships at Cochin. The valid permission/authorization from Cochin Port for removal of garbage from the ships inside Cochin Port shall be submitted.
8. The Contractor shall collect and remove all the types of Garbage mentioned under the scope of work and any other similar garbage accumulated from the Dredgers/ Crafts either from the berth/ Jetty or from the dredging ground at Cochin Port or from Anchorage Area in Outer Roads as per instructions given to them by the authorised representative of the Corporation/ concerned person(s) from time to time. At all times during the contract period or extended period, the Contractor shall ensure to complete the work at the earliest and not later than 3 days from date of intimation over telephone/ written order or any other means. In case the Contractor fails to carry out the work in time causing hindrance / hampering of dredging operations or absconded/not attending the work, the Corporation has the liberty to get the work done through any other agencies at the risk and cost of the Contractor.
9. Tendered rates shall be inclusive of cost of collection from vessel, transportation and disposal to designated place as per relevant rules of the local / State Authority. Manpower, tools, etc. required for collection/disposal shall have to be arranged by the Contractor. Collected garbage shall be properly covered in suitable sack/ container and shall not be scattered anywhere between collection points to disposal area.
10. In case of removal of garbage from Dredgers in stream, Corporation will provide routine boat services at free of cost to the contractor. The departure timing of boat may be obtained from the office and the contractor should make himself convenient with the boat timing. No extra boat trip will be provided to the contractor for this purpose. The correct time of arrival/ departure of the Dredgers and routine boat timings should be ascertained from the Project office of the Corporation at PO, Cochin, Kerala. In case of removal of garbage from Dredgers at Berth/ Jetty inside Port Area, the Contractor has to make arrangement for necessary port entry pass/permission for his workmen, tools, material, etc., at his own cost.
11. The removal of garbage from Dredgers/ Crafts should be done neatly without polluting the environment to the satisfaction of Master of the Dredger/ Craft and without causing inconvenience to other fellow passengers in routine boat or in the street. In case of un-hygienic handling of the garbage by Contractor or if any complaint from Dredgers/ users of routine boat is received on this matter, no payment shall be made to the Contractor for the work done.

Signature of Tenderer with seal

12. The period of this contract is for Two years and at the discretion of the Corporation, it can be extended by one more year at the existing rates, terms and conditions or curtailed by issuing one-week notice. In case of extension of contract, the Security Deposit in the preceding Contract period shall be retained for the extended period. In the case of curtailment of the contract period, the Tenderer shall be informed of the same in advance by serving 7 days notice of termination. In either case, the Tenderer shall not have any additional claim whatsoever. Contract can be terminated by giving 7 (Seven) days notice by the Corporation if the services of the Tenderer are found to be inadequate or unsatisfactory or in violation of the terms/conditions of the contract, without prejudice to its rights and remedies, and the EMD & SD shall be forfeited in favour of the Corporation.
13. The rates quoted by the contractor shall be deemed to have included all costs and expenses, taxes, duties, (State or Central as applicable on date) in connection with work under the contract. No additional payment whatsoever shall be paid by DCI at any stage of work except GST, for which, Tenderer has to submit copy of GST Registration number. Party shall comply with all the GST requirements.
14. Income tax, etc. as applicable shall be deducted on bill amount as per provisions of Income Tax Act as applicable at the time of release of payments, for which copy of Permanent Account Number, issued by the concerned authority shall be furnished along with the tender.
15. For every removal of garbage from Dredger/ Craft, the contractor has to obtain garbage removal certificate from the Cochin Port and Kochi Municipal Corporation and a work done certificate/delivery challan in duplicate duly signed by Master/ Officer-in-charge of the Dredger/ Craft with official seal, the same shall be submitted with bill. All payments under this contract shall be made on the basis of this work done and Garbage removal certificates only.
16. Payment for the work done shall be made on monthly basis within 30 (Thirty) days from the date of submission of bill in duplicate along with work done certificate (in duplicate) from the Master of respective Dredgers/ Crafts, after making statutory deductions such as Security Deposit, IT, etc as applicable at the time of payment.
17. No escalation charges due to hike shall be admissible during the period of the contract. The rates quoted in the tender shall include all such exigencies and continue to be the same throughout the tenure of contract including the extended period, if any.
18. The contractor should ensure that all the Port rules are duly observed and strictly complied with. The Contractor will be responsible for any loss or damage caused to the labours, DCI personnel and the third party and shall indemnify the Corporation and Cochin Port Trust from any claim of such damages.
19. DCI reserves the right to cancel this tender at any stage and/or to accept or reject any or all the tenders and also to withdraw in full or part of schedule items or to split the work between two or more agencies without assigning any reason whatsoever.
20. In the event of breach of contract by the contractor and/or the contract is cancelled due to default on the part of the contractor, and the balance work is awarded to another agency to be

Signature of Tenderer with seal

carried out at the risk and cost of the contractor committing the breach of the contract or default, the Corporation shall be entitled to withhold any sum due and payable to the Contractor towards the sum due as a result of said breach or default.

21. In the event of any dispute or difference between the Contractor and the Corporation arising out of or under these conditions or in connection with this contract shall be referred to a sole Arbitration of the person to be appointed by the Chairman & Managing Director of Dredging Corporation of India Ltd., and the decision of the Arbitrator shall be final and binding upon both the parties. Such Arbitration shall be held at Visakhapatnam, A.P. and in accordance with the Indian Arbitration Act, 1996 including any statutory modifications or reenactment thereof. The Arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award. The Arbitrator shall give reasoned award.
22. The tenderer should comply with all labor laws such as contract labor (R&A) Act, Minimum wages act, Bonus Act, PF Act, etc. and other statutory enactment whatever is 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 as applicable. The rates quoted are deemed to have been including all the above provisions and no extra claims 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 instead against the tenderer for his failure to comply with the above acts.
23. The contractor should arrange Insurance for the workmen, crafts and assisting equipments engaged for the above work and the policy should be valid during the entire period of contract.
24. In the matter of interpretation of subject contract terms and conditions, special conditions etc. covered under various clauses of this contract, decision of the Project In-Charge shall be final and binding on the contractor.
25. The rates quoted by the Tenderer vide Bill of quantities is subject to conditions mentioned in Scope of work, General conditions, special conditions and specifications. Memorandum, Notice Inviting Tenders and other details enclosed in the tender documents.
26. The contractor shall ensure to arrange sufficient number of men & materials as per statutory requirements to remove dry & wet garbage from DCI vessels at a time per call per vessel. Sometimes there would be two or more DCI vessels berthed for performing routine maintenance/repairs/Statutory Surveys etc.
27. As the dredging operations are to be carried out by DCI dredgers round the clock on all days including Sundays and holidays, Contractor will have to remove dry & wet garbage from DCI vessels at Cochin Port basing on Corporations requisition irrespective of Sundays and holidays at the rates quoted by the Contractor and accepted by the Corporation.
28. 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 Security Deposit / or from any sums payable from other contracts with Corporation and shall be paid on demand as debt due to the Corporation.

Signature of Tenderer with seal

29. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the DCI against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to the aforesaid properties, structures and services and / or to any person including the Contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by the DCI.
30. The Contractor should ensure that all the Port rules are duly observed. The Contractor should obtain necessary permission from Cochin Port Authorities for port entry in Port area for carrying persons and materials. The Crew members employed by the contractor should also have valid certificate/license as required by Cochin port /Customs/DCI Ltd.
31. Liquidity Damages: 1% per week of annual contract value or part thereof will be deducted from contractor's running bills as Liquidated damages if the contractor fails to provide services satisfactorily or non-removal of garbage to the satisfaction of Master/CEO of vessels due to failure of the contractor subject to maximum of 10% of the annual contract value. Once the maximum is reached, the DCI may consider termination of the contract.
32. Termination for Insolvency: DCI may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DCI.
33. Termination for Convenience: DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCIL's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of 7 (seven) days will be given.

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**Check List for documents to be enclosed at the time of submission of the tender:**

1. The tender document (**Cover-A**) and 'Bill of Quantities' (**Cover-B**) duly filled, signed and stamped with official seal on all pages, i.e. Pages-1 to 23.
2. Copy of Income Tax PAN (Permanent Account Number) and **GST** Registration certificate in the name of the Firm/ Company/ Proprietor as per Clause No.11 & 12 of 'Special Conditions' of the tender.
3. Copies of earlier Garbage Removal certificates obtained from Kochi Municipality for removal of garbage from the ship at Cochin. And copies of certificates obtained from Cochin Port for removal of garbage from the ships inside Cochin Port.
4. Copy of valid permission from Cochin Port for removal of garbage from Port area as per Clause No.5 of 'Special Conditions'.

Signature of Tenderer with seal

5. A) Valid documents in support of experience for similar work.

**5. B) Audited Balance Sheets/Unaudited Balance Sheets including ITR Form s for last 03 years endings March'2017**

6. A certificate that the Tenderer is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Surface Transport, Govt. of India or 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. - as per Clause No.9 under 'General Terms and Conditions' – **Annexure-I.**
7. An undertaking that the tenderer 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 - as per Clause No.10 under 'General Terms and Conditions' – **Annexure-II**
8. Disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid - as per Clause No.10 under 'General Terms and Conditions' – **Annexure-II**
9. Disclose any information regarding any current litigation in which the tenderer is involved as per Clause No.11 under 'General Terms and Conditions'– **Annexure-III**
- a) EMD of 10,240/- (Rupees Ten thousand Two hundred and Forty only) to be paid through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender. The details of DCI Current Account at syndicate Bank is as follows:-  
DCI Current Account No:- 35833070000014  
Branch Name:- DCI Ltd Port Area Branch, Visakhapatnam  
IFSC/RTGS No:- SYNB0003583  
SWIFT Code No:- SYNBINBBO32

Signature of Tenderer with seal



**PROFORMA**

Date: .....

To  
The Project in charge  
M/s. Dredging Corporation of India Ltd.,  
P O Cochin, Kerala - 682 016.

Sir,

Sub: Tender for 'Removal of Dry & Wet Garbage from DCI Dredgers/Crafts Working at Cochin Port Waters' – Reg.

A. With reference to your Tender No. KOC/OPS/11C/Garbage/2018-19/614, Dtd: 05-07-2018 .and as per Cl. No.9 of General Terms & 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 is given below:

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

Thanking you,

Yours faithfully,

\*Strike out 'A' or 'B', whichever is not applicable.

Signature of Tenderer with seal

**PROFORMA**

Date: .....

To  
The Project in charge  
M/s. Dredging Corporation of India Ltd.,  
P O Cochin, Kerala - 682 016.

Sir,

Sub: Tender for 'Removal of Dry & Wet Garbage from DCI Dredgers/Crafts Working at Cochin Port Waters' – Reg.

A. With reference to your Tender No. KOC/OPS/11C/Garbage/2018-19/614, Dtd: 05-07-2018 and as per Cl. No.10 of General Terms & Conditions of Contract, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

and,

B. As per Cl. No.10 of General Terms & Conditions of Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature of Tenderer with seal

PROFORMA

Date: .....

To  
The Project in charge  
M/s. Dredging Corporation of India Ltd.,  
P O Cochin, Kerala - 682 016.

Sir,

Sub: Tender for 'Removal of Dry & Wet Garbage from DCI Dredgers/Crafts Working at Cochin Port Waters' – Reg.

A. With reference to your Tender No. KOC/OPS/11C/Garbage/2018-19/614, Dtd: 05-07-2018 and as per Cl. No.11 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 Tenderer with seal

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**  
(to be executed on non-judicial stamp paper worth of Rs.100/-)

To  
The Project in charge  
M/s. Dredging Corporation of India Ltd.,  
P O Cochin, Kerala - 682 016.

WHEREAS \_\_\_\_\_

\_\_\_\_\_ (indicate Name & Full Address of the tenderer)

(hereinafter called the "Tenderer") has submitted its tender dated \_\_\_\_\_ for the  
execution of (Name of work) \_\_\_\_\_

\_\_\_\_\_ in favour of M/s. DREDGING CORPORATION OF INDIA LIMITED, PROJECT OFFICE,  
COCHIN (herein after called the "CORPORATION").

KNOW ALL MEN by these presents that we, (Bankers' full name) \_\_\_\_\_

\_\_\_\_\_ (herein after 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 hid Tender

- (a) during the period of validity of the Tender specified in the Tender (or)
- (b) after having been notified of the acceptance of his Tender by the Corporation during the  
period of Tender validity

Signature of Tenderer with seal

- (c) fails or refuses to execute the Agreement, if required, or
- (d) 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 90 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 WITH SEAL

Signature of Tenderer with seal

## PROFORMA

Date: .....

To

The Project in charge  
 M/s. Dredging Corporation of India Ltd.,  
 P O Cochin, Kerala - 682 016.

Sir,

Sub: Tender for 'Removal of Dry & Wet Garbage from DCI Dredgers/Crafts Working at  
 Cochin Port Waters' – Reg.

With reference to your Tender No. KOC/OPS/11C/Garbage/2018-19/614, Dtd: 05-07-2018 and as per  
 Cl. No.12 of General Conditions of Contract, we hereby furnish our Bank Account details for  
 payment through E-transfer as follows:

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

Thanking you,

Yours faithfully,

Signature of Tenderer with seal

**(COVER – “B”)**  
**RATE – SCHEDULE**

NAME OF THE WORK: REMOVAL OF DRY & WET GARBAGE FROM DCI DREDGERS  
/CRAFTS WORKING AT COCHIN PORT WATERS.

**BILL OF QUANTITIES (BOQ)**

Sl. No.	Description of Items	Unit	Quantity (per call)	Rate (in figure in INR)	Amount in Rupees	
					Amount (In figure in INR)	Amount (In Words in INR)
1.	Charges for removal of dry & wet garbage from DCI Dredgers/Crafts working at Cochin port waters whenever vessels are alongside berth or at stream within 3 days from the date of intimation by Project-In-Charge of DCI on as is where as basis as per approved procedure as applicable to the concerned Port/ Municipal Authorities and as per terms & conditions of the contract. The rate includes all costs and expenses, taxes, duties and any levies (State & Central) excluding GST.	Per Vessel/ Per Call	124			

\*Garbage accumulated onboard vessel must be collected and disposed per vessel per call basis within 3 days from the date of intimation.

- (1) Dry & wet garbage have to be collected & disposed at a time as per standard procedure.
- (2) Rate quoted shall be inclusive of all taxes except GST which shall be paid at the rate applicable at the time of payment, on submission proof of payment of GST to the concern authority.
- (3) The above rates will be valid for two years and extendable further one year.
- (4) It is free to use DCI boat during its routine trips (no extra trip will be provided for garbage removal)

Signature of Tenderer with seal