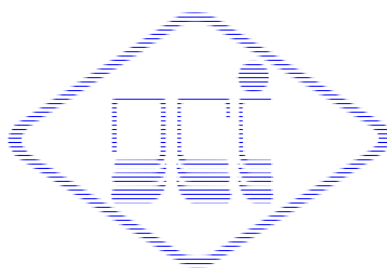


**DREDGING CORPORATION OF INDIA LIMITED  
VISAKHAPATNAM  
(A GOVERNMENT OF INDIA UNDERTAKING)**

*Request for Proposal (RFP)  
For Executing  
Shallow water / Inland Dredging Works  
In Uttar Pradesh/ Bihar*



**ADDRESS TO WHICH RFP DOCUMENTS ARE TO BE DESPATCHED:**

**HEAD OF THE DEPARTMENT (MARKETING)  
DREDGING CORPORATION OF INDIA LIMITED  
DREDGE HOUSE, PORT AREA  
VISAKHAPATNAM - 530001**

**LAST DATE OF RECEIPT OF RFP DOCUMENTS - 10/05/2017 @ 1500 HRS**

**DATE OF OPENING OF TECHNICAL BIDS - 10/05/2017 @ 1530 HRS**

## **Dredging Corporation of India Limited**

(A Govt. of India undertaking)

"Dredge House", Port area, Visakhapatnam-530001, India

Phone: +91 891 2871312, Fax: +91 891 2560581

### **RFP DOCUMENT**

Dredging Corporation of India Limited, Visakhapatnam (DCI), is a public sector undertaking under the Ministry of Shipping, Government of India. DCI was formed during the year 1976 to promote Dredging, Land Reclamation and Marine services to Major ports and other maritime organizations. The Corporate office of the Corporation is situated at Visakhapatnam in Andhra Pradesh, India.

DCI has been a key player in India in the dredging sector over the last few decades. DCI has successfully undertaken several Capital Dredging, Land reclamation projects and carrying out annual maintenance dredging of Major and Minor ports in India, Indian Navy, Shipyard since its formation. Presently the dredging fleet consists of 12 trailer suction hopper dredgers, 3 Cutter suction dredgers, 1 Inland Cutter Suction Dredger, 1 Backhoe Dredger and other ancillary crafts. Trailer Suction hopper dredgers and cutter suction dredgers are capable of dredging up to 25 m depth and comparable to the best in the world. DCI stands to-day as India's premier organization in dredging and land reclamation projects.

In addition to the most sophisticated dredging fleet, DCI has in its fold Senior, Master Mariners, Marine/ Mechanical/ Civil engineers backed by vast experience in the field of dredging and reclamation works. All our dredgers are provided with most modern electronic equipment for position fixing, production monitoring etc. for effective dredging operations. DCI is also equipped with computer systems with integrated data processing facility for communicating with the projects located in different Projects.

DCI plans to diversify its activities into Shallow water and Inland Dredging and is in process of procuring shallow water dredgers which can be deployed in rivers and Lakes.

DCI propose to invite a reputed firm in the field of Shallow water/ Inland dredging for executing a shallow water/ inland dredging project in the state of Uttar Pradesh/ Bihar.

In this connection, sealed RFP covers are invited from the reputed firms for executing an Upcoming Shallow water/Inland Dredging work. Detailed Scope of work will be provided to the qualified firms only during second stage i.e. price proposal stage. The qualified firm shall enter into an agreement with DCI setting out the terms and conditions for participation/execution in works. When the work is awarded to DCI, the firm will assist DCI in execution of the work as per the scope of work defined in the agreement.

Interested firms are requested to go through the RFP documents in detail, before filling up the RFP documents, enclosing relevant supporting documents/ information and giving their complete details. The documents should be strictly as per the RFP document and no editing, addition, deletion or modification of the RFP document as hosted on website is permitted. If such action is observed at any stage, such RFP will not be considered and will be rejected.

Firms are requested to submit their RFP document so as to reach the office mentioned in the RFP document on or before the time and date mentioned therein. Addendum, modification, In the event of changes in the time schedule, Dredging Corporation of India Limited shall notify the same only through [www.dredge-india.com](http://www.dredge-india.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in). Interested parties are advised to check the website regularly for corrigenda/ addenda if any, which will be published only in the website.

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

Thanking you,

Yours Faithfully,  
For DREDGING CORPORATION OF INDIA LIMITED

Head of the Department (MKTG)

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**NOTICE INVITING REQUEST FOR PROPOSAL (RFP)**

I	Name of Work	Request for Proposal for executing Shallow Water/ Inland Dredging work in Uttar Pradesh/ Bihar with Dredging Corporation of India Limited
II	Minimum Eligibility	Eligibility criteria as per Clause 5.0
III	Cost of RFP document	INR 5,000.00 (Rupees Five thousand only) non refundable by way of DD from Nationalized/ Scheduled Bank drawn in favour of Dredging corporation of India Ltd, Payable at Visakhapatnam. The cost of document to be submitted in a separate cover-A.
IV	Earnest Money Deposit	Rs. 70,00,000.00 (Rupees Seventy Lakh only) by way of Bank Guarantee from a Nationalized/ Scheduled Bank having a branch at Visakhapatnam issued in favour of Dredging Corporation of India Ltd,. Earnest Money Deposit to be submitted in a separate cover-A.
V	Place of obtaining RFP documents	The RFP documents can be downloaded from the below mentioned websites. <a href="http://www.dredge-india.com">www.dredge-india.com</a> <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> <a href="http://www.tenders.gov.in">www.tenders.gov.in</a>
VI	Period of Issue of RFP Documents/ downloading from website	From 28.04.2017 to 09.05.2017
VII	Last date for Receipt of RFP	Up to 1500 hrs. on 10.05.2017
VIII	Address to which RFP documents should be sent	HEAD OF THE DEPARTMENT (MARKETING) DREDGING CORPORATION OF INDIA LIMITED DREDGE HOUSE, PORT AREA, VISAKHAPATNAM ANDHRA PRADESH– 530001, INDIA

IX	Date & Time of Opening of Technical Bids	1530 hrs on 10.05.2017 in the presence of such firms /their Authorized representatives who wish to present, at DCI Ltd, Head Office, Visakhapatnam.
X	Addendum etc.	Addendum, modification, change of last date, if any etc., will be uploaded on the web-site only. Interested Firms are requested to verify the website before submitting the RFPs.

Note: -

Dredging Corporation of India Limited reserves the right to:-

DCI reserves the right to withdraw from the process or any part thereof without assigning any reason what so ever. No liability what so ever shall be accrue to DCI in such event.

\* \* \*

## 1.0 Introduction

- 1.1 Dredging Corporation of India Limited, a public sector undertaking with the Government of India (“DCI” or the “Company”) is the premier dredging company in India. DCI Propose to execute an upcoming Shallow water/ Inland Dredging project in the State of Uttar Pradesh/ Bihar jointly with a reputed Indian Dredging Company.
- 1.2 This Invitation (“Invitation”) has been prepared to enable potentially interested Indian Firms to submit their Request for Proposal (“RFP”) and to enter into a suitable agreement with the technically qualified party for executing the work.
- 1.3 For the purposes of this Transaction, the potential Firm shall ascertain the applicability of all Indian laws and shall ensure compliance with the same.
- 1.4 Indian dredging companies registered in India, having operations in India and/ or overseas are eligible for submission of RFP. The RFP shall only be submitted by domestic entities as a sole firm. The Company should be registered/ incorporated in India.

## 2.0 Schedule of RFP

- 2.1 An advertisement has been issued in the newspapers inviting interested parties to submit their RFP for working Jointly with DCI.
- 2.2 DCI reserves the right to terminate or alter the process at any stage, without prior notice or assigning any reasons thereof, and without incurring any liability in respect thereof.
- 2.3 The due date and time of submission of RFP documents in the prescribed format shall be before **1500 Hrs on 10<sup>th</sup> May 2017** unless otherwise notified. The date of opening of RFP will be at **1530 Hrs on 10<sup>th</sup> May 2017**. In the event of changes in the time schedule, Dredging Corporation of India Limited shall notify the same only through [www.dredge-india.com](http://www.dredge-india.com), [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.tenders.gov.in](http://www.tenders.gov.in). Interested parties are advised to check the website regularly for corrigenda/addenda if any, which will be published only in the website.

## 3.0 The Process of selection of party

The tendering process involves two stages. In the first stage the parties will be submitting RFP document for getting technically qualified and in the second stage the selected technically qualified parties will be requested to submit their competitive Price proposal.

- 3.1 **First stage:** It is the stage of Technical evaluation and selection of parties. In this stage, all interested parties are required to submit a Request for Proposal (“RFP”), which shall comprise of:

3.1.1 **Cost of RFP document:** An amount of INR 5,000.00 (non refundable) towards cost of RFP document to be submitted by way of DD from Nationalized/ Scheduled Bank drawn in favour of Dredging Corporation of India Ltd, Payable at Visakhapatnam. Cost of document to be submitted in a separate cover.

3.1.2 **Earnest money Deposit:** An amount of INR 70,00,000.00 (Rupees Seventy Lakh only) towards Earnest money deposit (EMD) to be submitted in the form of Bank guarantee from any Nationalized/ Scheduled Bank having branch at Visakhapatnam issued in favour of Dredging Corporation of India Ltd,. Earnest money deposit to be submitted in a separate cover. The Proposals not accompanied by EMD will not be considered for evaluation. The EMD should be valid for at least 3 months from the date of opening of RFP. The EMD of successful bidders from technical round will be retained by DCI. The EMD of the selected party would also be required to be extended further for a period of 06 months if required by DCI. The EMD of the unsuccessful firms will be refunded on completion of the second stage. The EMD of successful bidder will be returned only upon submission of Performance security or if DCI is not awarded with the work by its Client in the validity period of EMD (i.e. 3 months + further extension of 6 months). EMD to be submitted as per the format at Annexure-4.

**Note:** The firms submitting the RFP without document cost fee and EMD will not considered for evaluation process and will be summarily rejected.

3.1.3 Expression Letter (provided in Annexure 1) along with complete RFP document signed & stamped on each page,

3.1.4 Request for Qualification ("RFQ", provided in Annexure 2) and

3.1.5 Statement of Legal Capacity (provided in Annexure 3).

The RFP will be used for prequalifying the interested parties on the criteria specified, without conferring any right or expectation whatsoever.

3.2 **Second stage:** It is the stage of calling price bid and selection of lowest bidder for selecting of suitable firm for executing the dredging work.

3.2.1 The detailed Scope of work for executing the dredging work along with BOQ will be provided to the firms who have secured above 50% of Total maximum mark in Technical evaluation as defined at Cl. 6.0 for submission of their Price Proposals.

3.2.2 All the bidders have to submit the following during the price bid.



- i. Filled up Price format (BOQ) and the quoted prices should be inclusive of all taxes and duties except service tax.
  - ii. An Undertaking as per the format at Annexure-6 on a non-judicial stamp paper of INR 100/-.
  - iii. Parties shall be required to sign a Non-Disclosure agreement (format will be provided in the second stage).
  - iv. Schedule of dredging programme for completion of the dredging assignment.
  - v. A declaration that the prices offered shall be valid for 6 months from the date of opening of price bid.
- 3.2.3 The firms who have submitted all the above mentioned documents along with the price format, will only be considered for evaluation and further course of action.
- 3.2.4 After evaluation of the price bids, the standing level of the prices will be informed to the respective parties, viz, L1, L2, L3,..... and so on.
- 3.2.5 Once the client accepts DCI's offer and DCI receives the work order/Letter of Intent, the same will be intimated to the lowest bidder, L1.
- 3.2.6 Soon after receipt of information from DCI about the award of work from the client, the L1 bidder has to sign an agreement along with the submission of Performance security of 10% of the contract value within 15 working days.
- 3.2.7 In case, the firm L1 backs out without signing the agreement and submission of performance guarantee after award of the work from the client, the EMD of the L1 will be forfeited and the firm will be blacklisted.
- 3.2.8 In this scenario, DCI will invite the second lowest firm, L2 and the L2 will have to match the L1 party's offered price and subsequently sign an agreement and submit the performance security to DCI.
- 3.2.9 The Bidder, at the Bidder's own responsibility, risk and expense is encouraged to visit and examine the work site and its surroundings and obtain all information that may be necessary for preparing the Bid and on being successful signing the agreement.
- 3.3 Agreement: A detailed agreement/ any other suitable form of contract agreement setting out all terms and conditions will be entered upon after award of work by the client to DCI within 15 working days.

#### **4.0 Performance security:**

The successful bidder after Price proposal stage, will have to pay Performance security for a sum equivalent to 10% of the contract value as per the price

proposal accepted by DCI, by way of Bank Guarantee in favour of Dredging Corporation of India Limited, from a Nationalized/Scheduled Indian Bank having a branch at Visakhapatnam within 15 days of award of work to DCI by its client. The bank guarantee format for performance security is enclosed at Annexure 5. The validity of Bank Guarantee shall be 3 months after final expiry of contract. Performance Security shall be released within 60 days on successful completion of contract period.

*Note: Performance Security will be encashed if:*

- *The selected firm/L1 party fails to deploy dredgers & other equipments as required for the execution of the project.*
- *The selected firm/L1 party fails to execute the work as per the requirements of Client of DCI as agreed in the agreement.*

## 5.0 Eligibility Criteria

A.	Technical Capacity	<p>i. Minimum 7 years of experience in the field of shallow water dredging (Inland dredging) and related activities.</p> <p>ii. Experience of having successfully completed similar works during the last 7 years ending the last day of month previous to the one in which RFP is invited should be either of the following:</p> <ul style="list-style-type: none"> <li>➤ At least One Work costing not less than INR 60.00 crore <b>OR</b></li> <li>➤ atleast two works, each costing not less than INR 37.50 crore <b>OR</b></li> <li>➤ atleast three works, each costing not less than the amount equal to INR 30.00 crore.</li> </ul> <p>Note: Similar works mean shallow water dredging/ inland dredging/ river dredging/ lake dredging works. All the works aforesaid should have been completed/ executed in the capacity of single entity.</p> <p>iii. The firms should be single entity and consortiums/sub-</p>
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		<p>contracting is not allowed.</p> <p>iv. The firm should have necessary equipment required for shallow water dredging (Inland dredging) at lakes/ rivers/ Marine establishments in their command such as Cutter Suction dredgers, Grab dredgers, etc. List of equipment available with the firm with detailed specifications and ownership details to be enclosed.</p> <p>v. Necessary manpower for manning the equipment to execute the works, with documentary evidence for the same along with this RFP.</p>
B.	Financial Capacity	<p>i. Shall have minimum average annual turnover of INR 22.50 crore in dredging works during the last 3 financial years.</p> <p>ii. Solvency certificate from bankers for at least INR 20 crore to be attached.</p>

Note:

Bidders are required to submit Documentary evidence like Work completion certificates, Work orders, etc. duly establishing the contract value for the works completed. Works without documentary evidence will not be considered for evaluation.

## 6.0 Evaluation Criteria

The Firms which qualify the eligibility criteria as per 7.0 will only be considered for evaluation. The evaluation will be as under:

### 6.1 Technical Capability

Similar works completed during the last seven years and costing more than or equal to INR 30.00 Crore (Base Value) will only be considered for evaluation and award of marks.

- For each work costing more than or equal to INR 30.00 crore (Base Value) - 5 points will be awarded
- for every 10.00 Crore value of work above the base value additional 5 marks will be awarded.

Example:

If Contractor has completed one similar work worth INR 42.00 crore;

Marks= 5 Marks (for worth of 30.00 crore) +5 marks (for 12 crore)

If Contractor has completed one similar work worth INR 60.00 crore;

Marks= 5 Marks (for worth of 30.00 crore) +15 marks (for 30 crore)

## 6.2 **Financial Capability :**

Average annual Turnover of the Firm during last three years will be considered for evaluation.

- 2 marks will be awarded for having an average annual turnover of Rs. 22.50 crore
- For every 10.00 Crore of turnover more than INR 22.50 Crore additional 2 marks will be awarded

Example:

If Contractor has average Turnover of 38.00 Crore

Marks= 2 Marks (for worth of 22.50 crore) +2 marks (for 15.5 crore)

If Contractor has average Turnover of 52.50 Crore

Marks= 2 Marks (for worth of 22.50 crore) +6 marks (for 30 crore)

### Note:

*The maximum mark for award of points under Technical capability is 30 marks and maximum mark awarded under Financial Capability is 20 marks. The total maximum mark is  $30 + 20 = 50$ . Only the participants who acquire above 50% of total maximum mark i.e. above 25 (50% of 50) will be qualified for the second stage.*

## **7.0 General Conditions**

- 7.1 Interested parties must submit documentary evidence establishing their qualification for the RFP as per clause 5.0, without which the firm will not be qualified for the next stage.
- 7.2 No oral modification or interpretation of any provisions of this RFP shall be valid. Written communication shall be issued by DCI when changes, clarifications or amendment to the RFP document is deemed necessary by DCI at its sole discretion.
- 7.3 This Invitation along with its enclosures does not constitute any commitment on the part of DCI. Furthermore, this invitation confers neither any right nor expectations to any party to participate in the said process. Further, this process would be in accordance with the provisions of the Articles of Association of DCI.
- 7.4 DCI reserves the right to withdraw from the process or any part thereof without assigning any reason whatsoever. No liability whatsoever shall accrue to DCI in such an event.
- 7.5 This notice of RFP is being issued with no financial commitment and DCI reserves the right to change or vary any part thereof at any stage.

## **8.0 Disqualification**

- 8.1 DCI shall not consider for the purpose of qualification, a RFP, which is found to be incomplete in content and/or attachments and/or authentication, etc.
- 8.2 Without prejudice, a sole Firm may be disqualified and its RFP dropped from further consideration for, but not limited to, any of the reasons listed below:
  - Misrepresentation by the potential Firm during or after completion of RFP process; or
  - failure by the parties mentioned above to provide necessary and sufficient information required to be provided in the RFP; or
  - Parties convicted by a Court of law; or
  - Parties against whom any adverse order has been passed by a regulatory authority that casts a doubt on the ability of the party to manage dredging works.
- 8.3 The interested party(ies) are therefore required to read the Guidelines and satisfy themselves that they are qualified as per the Guidelines and give an undertaking to the effect that they are qualified. Further, interested parties would be required to provide certain information on the criteria, laid down in the Eligibility Guidelines along with their RFP. The interested party(ies) shall be required to provide with their RFP an undertaking to the effect that

no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its chief executive officer ("CEO") or any of its Directors/ Managers /employees, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of DCI.

- 8.4 If an information becomes known which would have entitled DCI to reject or disqualify the interested party(ies), DCI reserves the right to reject such interested party(ies) at any time after such information becomes known to DCI.
- 8.5 The sole interested Firm not satisfying the eligibility and requisite qualification criteria specified in the above sections are not eligible. It must be noted that the sole interested Firm must be eligible, as per the criteria mentioned above, on the date of submission of the RFP and should continue to be eligible throughout the process.

## **9.0 Terms and Conditions for Submission**

- 9.1 The interested parties should submit their RFP, one original and one duplicate. The RFP is to be duly signed by the authorized signatory of the interested party.
- 9.2 The RFQ as given in Annexure 2 should be duly filled in and accompanied by the following details.
- Audited Balance Sheet and Profit & Loss Account of the sole interested Firm as approved by the Board of Directors/ Certified by a Chartered Accountant for the last 3 financial years.
  - List of shallow water dredging (inland dredging) Contracts carried out in the last seven years and the contact persons in the customer organizations along with their contact particulars. Works carried out for the central/ state governments and their organizations may also be indicated.
  - Copy of registration/ incorporation certificate.
  - List of branches/ offices in India.
  - List of offices including the nature of presence (Joint Venture, Subsidiary, Branch Office)
  - List of equipments and man power.

**Write -up on:**

- Background of the Firm. (As per point 1 to 5 of Annexure 2)
- A statement of reasons for interest in DCI.
- Details of litigation and/or legal/ statutory enquiry if any, including litigation against DCI.
- Any other information considered material.
- Statement as regards any indictment by any income tax, sales tax, customs and excise authorities.

9.3 The RFP and all documents submitted along with it must be in English, wherever such documents are not in English, the RFP and/ or the documents should be accompanied by a translated version duly certified by the authorized person signing the RFP. Each copy of the RFP shall be bound in separate volumes. Submission of the aforesaid documents by electronic means and/or facsimile will not be accepted. The RFP duly completed should be submitted not later than 1500 hours on 10<sup>th</sup> May 2017 in a sealed envelope super scribed "PRIVATE AND CONFIDENTIAL- Request for Proposal for DCI" at the following address:

**Mr. V. K. Praviraj**  
**Head of Department (Marketing)**  
**Dredging Corporation of India Limited**  
**"Dredge House", Port Area,**  
**Visakhapatnam - 530 001**  
**Phone +91 - 891 — 2871312**  
**Fax +91 - 891 - 2560581**  
**Email: [vkpraviraj@dcil.co.in](mailto:vkpraviraj@dcil.co.in), [tvskumar@dcil.co.in](mailto:tvskumar@dcil.co.in)**

- 9.4 The RFP submitted by interested parties shall be evaluated on the basis of the criteria specified in the Preliminary Eligibility Criteria, the RFP submitted, public sources of information and the Disqualifications in this document. If at any time during the evaluation process, DCI require any clarifications, they reserve the right to request such information from the interested party(ies) and such interested party(ies) shall be obliged to provide the same forthwith.
- 9.5 Notwithstanding anything contained in this RFP, DCI reserves the right to accept or reject any Application and to annul the RFP process and reject all

Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 9.6 The interested Firm shall bear all costs associated with the preparation and submission of the RFP (first and second stage). DCI shall not, under any circumstances, be responsible or liable for any such costs, whether direct, incidental or consequential.

## **10.0 Enquiries**

- 10.1 DCI reserves the right, in their sole discretion, not to respond to any questions raised or provide clarifications sought, if considered inappropriate or prejudicial to do so. Nothing in this section shall be taken or read as compelling or requiring DCI to respond to any question or provide any clarification. No extension of any time and date referred to in this Invitation will be granted on the basis or grounds that DCI has not responded to any question or provided any clarification.

## **11.0 Scope of Work:**

The Detailed scope of work will be provided in the second stage, only to the technically qualified/ shortlisted bidders.

## **12.0 Governing Laws/Jurisdiction:**

The RFP process shall be governed by, and construed in accordance with, the laws of India and the Courts at Visakhapatnam shall have exclusive jurisdiction overall disputes arising under, pursuant to and/ or in connection with the RFP process.

## **13.0 Arbitration**

Should any dispute or difference arise between DCI Ltd and the selected firm in connection with this RFP, or as to the rights and liabilities of the parties hereto, it will be referred to Chairman and Managing Director, DCI whose decision shall be final and binding. The venue of the meetings will be at Visakhapatnam, and the courts at Visakhapatnam will have exclusive jurisdiction on all matters with reference to this RFP.



**Expression Letter**

(To be forwarded on the letter head of the sole interested Firm submitting the RFP)

Reference No. \_\_\_\_\_

Date \_\_\_\_\_

To  
The Head of Department (Marketing)  
Dredging Corporation of India Limited  
"Dredge House", Port Area,  
Visakhapatnam - 530 035  
Phone +91 - 891 - 2871312  
Fax +91 - 891 -2560581  
Email: [vkpraviraj@dcil.co.in](mailto:vkpraviraj@dcil.co.in)

**Sub: Invitation of Request for Proposal for executing Shallow water/ Inland Dredging work in Uttar Pradesh/ Bihar with Dredging Corporation of India Limited (DCI).**

Sir,

- 1) This is with reference to the advertisement dated \_\_\_\_\_ inviting Request for Proposal for executing Shallow water/ Inland Dredging work in Uttar Pradesh/ Bihar with Dredging Corporation of India Limited, we have read and understood the contents of the Invitation of Request for Proposal (Invitation) and are desirous of entering into a suitable form of Contract agreement with DCI, and for this purpose:
- 2) We propose to submit our RFP in individual capacity as \_\_\_\_\_  
(insert name)
- 3) We believe that our firm satisfies the eligibility criteria set out in the Invitation for RFP.
- 4) We certify that as regards matters other than security and integrity of the country, we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to associate with a public sector unit or which relates to a grave offence that outrages the moral sense of the community.

- 5) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.
- 6) We further certify that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our CEO or any of our directors/ managers/ employees.
- 7) We undertake that in case, due to any change in facts or circumstances during the pendency of the process, we are attracted by the provisions of disqualification in terms of the Invitation and/or such other communication as may be addressed to us by DCI we would intimate DCI of the same forthwith.
- 8) The Statement of Legal Capacity and Request for Qualification as per formats indicated hereinafter, duly signed by us, satisfy the eligibility criteria, are enclosed.

We shall be glad to receive further communication on the subject.

Yours faithfully,

Authorized Signatory  
For & on behalf of the Party.

*Enclosure:*

1. Request for Qualification (Annexure 2)
2. Statement of Legal Capacity (Annexure 3)
3. Undertakings in terms of Eligibility Guidelines

**Request for Qualification**

(To be submitted in respect of interested party)

Name of the interested Party(ies) \_\_\_\_\_

1. Constitution (Tick, wherever applicable)

- i) Public Limited Company
- ii) Private Limited Company
- iii) Others, if any (Please specify)

2. Sector (Tick, wherever applicable)

- i) Public Sector
- ii) Joint Sector
- iii) Others, if any (Please specify)

3. Details of Shareholding

4. Nature of business/products dealt with:

5. Date & Place of incorporation:

6. Date of commencement of business:

7. Full address including Phone No./Fax No/e-mail.:

- i) Registered Office:
- ii) Head Office:

8. Address for correspondence:

9. The Audited Balance Sheets and the Profit & Loss Accounts as approved by the Board of Directors for the last 5 financial years is attached. Also attached is a certificate from the chartered accountant/auditor certificate, certifying the Net Worth according to the latest audited financial statements as approved by the Board of Directors.

10. List of [Dredging works](#) carried out in the last seven years and the contact persons in the customer organizations along with their contact particulars. Works carried out for the central/ state governments and their organizations.

11. Copy of registration/ incorporation certificate.

12. List of branches/ offices in India

13. List of offices in the countries mentioned in Clause 1.4 including the nature of presence (Joint Venture, Subsidiary, Branch Office) and the name of local partners, if any

15. List of [Dredging works](#) carried out (and their respective project size) in the last seven years in the countries mentioned in Clause 1.4 including the estimated market share in each of these countries.

16. Please provide details of all contingent liabilities that, if materialized, would have or would reasonably be expected to have a material adverse affect on the business, operations (or results of operations), assets, liabilities and/or financial condition of the Company, or other similar business combination or transaction.

17. Contact Person(s):

i) Name:

ii) Designation:

iii) Phone No.:

iv) Mobile No.:

v) Fax No.:

vi) Email:

18. Please find attached the relevant information pursuant to Clause 9.0 of the Invitation.

Yours faithfully,

Authorized Signatory  
For & on behalf of the (party)

Place:

Date:

*Note: Please follow the order adopted in the Format provided. If the interested party is unable to respond to a particular question/ request, the relevant number must nonetheless be set out with the words "No response given" against it.*

**Statement of Legal Capacity**

(To be forwarded on the letter head of the interested party submitting the RFP).

Reference No. \_\_\_\_\_

Date \_\_\_\_\_

To

The Head of Department (Marketing)

Dredging Corporation of India Limited

"Dredge House", Port Area,

Visakhapatnam - 530 035

Phone +91 - 891 - 2871241

Fax -91 - 891 - 2791802

Email: [vkpraviraj@dcil.co.in](mailto:vkpraviraj@dcil.co.in)

**Sub: Invitation of Request for Proposal for executing Shallow water/ Inland Dredging work in Uttar Pradesh/ Bihar with Dredging Corporation of India Limited (DCI).**

Sir,

This is with reference to the advertisement dated \_\_\_\_\_ inviting Request for Proposal for execution of a Shallow water/ Inland Dredging work in Uttar Pradesh/ Bihar with Dredging Corporation of India Limited (DCI).

We have read and understood the contents of the Invitation and the advertisement and pursuant to this hereby confirm that:

We satisfy the eligibility criteria laid out in the Invitation and the advertisement.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative on our behalf and has been duly authorized (vide board resolution dated \*\*) to submit the RFP. Signatures of (insert individual's name) are attested herein below. Further, the authorized signatory is vested with requisite powers to furnish such letter and Request for Qualification and authenticate the same.

Yours faithfully,  
For and on behalf of (party)

Authorized Signatory

Signatures of \_\_\_\_\_ (insert individual's name) Attested

Attested

Authorized Signatory

For and on behalf of (party)

*\*Strike off whichever clause is not applicable*

*\*\*Please attach a certified true copy of the extract of the relevant board resolution*

(Earnest Money Deposit Format)

To  
The Dredging Corporation of India Limited

BANK GUARANTEE NO.....DATE.....

Name of Issuing Bank

Name of Branch

Address

In consideration of the Dredging Corporation of India Limited (DCI), a Company incorporated under the Companies Act, 1956, having agreed to exempt M/s \_\_\_\_\_, a Proprietary / Partnership/Limited/Registered Company, having its Registered office at \_\_\_\_\_ (hereinafter referred to as "The Contractor") from cash payment of Earnest Money Deposit in connection with Request for Proposal (RFP No \_\_\_\_\_) for \_\_\_\_\_ (write the name of the work as per RFP) for the due fulfillment by the contractor of all the terms and conditions contained in the said RFP, on submission of a Bank Guarantee for **Rs \_\_\_\_\_(Rupees \_\_\_\_\_)**, we \_\_\_\_\_ Branch, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified DCI to the extent of the said sum of **Rs \_\_\_\_\_(Rupees \_\_\_\_\_)**. We, \_\_\_\_\_ Branch, further agree that if a written demand is made by DCI through any of its officials for honouring the Bank Guarantee constituted by these presents, We, \_\_\_\_\_ **BANK**, \_\_\_\_\_ Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to DCI within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Dredging Corporation of India Limited" without any demur. Even if there be any dispute between the contractor and DCI, this would be no ground for us \_\_\_\_\_ Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We \_\_\_\_\_ **BANK**, \_\_\_\_\_ Branch, decline or fail or neglect to honour the Bank Guarantee in the manner

aforesaid shall constitute sufficient reason for DCI to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.

2. We \_\_\_\_\_ **BANK**, \_\_\_\_\_ Branch, further agree that a mere demand by DCI at any time and in the manner aforesaid is sufficient for us \_\_\_\_\_ **BANK**, \_\_\_\_\_Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the bidder and no protest by the bidder, made either directly or indirectly or through Court, can be valid ground for us \_\_\_\_\_ **BANK**, \_\_\_\_\_ Branch, to decline or fail or neglect to make payment to DCI in the manner and within the time aforesaid.

3. We \_\_\_\_\_ **BANK**, \_\_\_\_\_ Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the RFP and that it shall continue to be enforceable till all the terms and conditions of the said RFP have been fully honoured /fulfilled by the bidder and accordingly, DCI have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto \_\_\_\_\_ inclusive of **one month claim period** and subject also to the provision that DCI shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to \_\_\_\_\_ inclusive of **one month claim period** or any extension thereof made by us \_\_\_\_\_ **BANK**, \_\_\_\_\_ Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the bidder for such extension of validity of this Bank Guarantee.

4. We \_\_\_\_\_ **BANK**, \_\_\_\_\_ Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, DCI shall have the fullest liberty to vary from time to time any of the terms and conditions of the said RFP or to extend the time for full performance of the said RFP including fulfilling all obligations under the said tender or to extend the time for full performance of the said RFP including fulfilling all obligations under the said RFP by the bidder or to postpone for any time or from time to time any of the powers exercisable by DCI against the bidder and to forebear or enforce any of terms and conditions relating to the said RFP and we \_\_\_\_\_ **BANK**, \_\_\_\_\_ Branch, shall not be relieved from our liability by reason of any such variation or extension being granted to the bidder or for any fore-bearance, act or commission on the part of DCI or any indulgence by DCI to the bidder or by any such matter or thing of

whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving us \_\_\_\_\_ **BANK**, \_\_\_\_\_ Branch.

5. We, \_\_\_\_\_ **BANK**, \_\_\_\_\_ Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of DCI in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)



**ANNEXURE 5**

**FORM OF PERFORMANCE SECURITY / BANK GUARANTEE BOND**

In consideration of the President of India (hereinafter called "The Government ") having offered to accept the terms and conditions of the proposed Agreement between .....and..... (hereinafter called "The said contractor(s)" .....for the work (hereinafter called "the said agreement") having agreed to production of a irrevocable bank Guarantee for Rs..... (Rupees .....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We .....(hereinafter referred to as " the Bank") (indicate the name of the Bank) hereby undertake to pay to the Government an amount not exceeding Rs ..... (Rupees..... only) on demand by the Government.

2. We ..... (indicate the name of the bank) do hereby undertake to pay the amounts due ..... and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). 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.....(Rupees ..... only).

3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We ..... (indicate the name of the 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 agreement and that it shall continue to be

enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Engineer-in-charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We..... (Indicate the name of the bank) further agree with Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time, any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

7. We ..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated .....the .....day of .....for .....  
(Indicate the name of the Bank)

**UNDERTAKING**

THIS UNDERTAKING is made the day of [insert month and year] by [name of the bidder] whose registered office is at [ ] to M/s Dredging Corporation of India Limited ("DCI").

WHEREAS

[name of the bidder] has shown interest "***for executing a shallow water/ Inland dredging work in the state of Uttar Pradesh/ Bihar with DCI***" and in this connection has submitted its price proposal to DCI.

NOW THE TERMS OF THIS UNDERTAKING are as follows: -

- 1) WHERE [name of the bidder] would enter into an agreement with DCI within 15 working days after the award of work to DCI by its Client.
- 2) WHERE [name of the bidder] will submit a Performance security for a sum equivalent to 10% of the contract value as per price proposal accepted by DCI, by way of Bank Guarantee in favour of Dredging Corporation of India Limited, from a Nationalized/Scheduled Indian Bank having a branch at Visakhapatnam within 15 days of award of work to DCI by its client.
- 3) WHERE [name of the bidder] make available for deployment of equipments for the work of suitable capacity and suitable survey equipment along with survey accessories under long term time charter parties, for a continuous duration of the project.
- 4) WHERE [name of the bidder] shall provide and pay for all provisions, wages of the crew and officers on each Dredger.
- 5) WHERE [name of the bidder] shall provide and pay for all fuel and be responsible for payment of all charges payable to the statutory Authorities in respect of each one of the Dredgers.
- 6) WHERE [name of the bidder] shall ensure that during respective terms of Charter parties made between the parties hereto, the Dredgers are fully insured and remain insured for Hull and P & I Cover, permissions, licenses, arranging gate entry/exit passes, as required to complete the works.

- 7) WHERE [name of the bidder] shall execute the dredging work as *detailed* out in the scope of work.
- 8) WHERE [name of the bidder] explicitly understood that in the event of 'DCI' not being awarded the contract by its Client under the said work order, then the complete Request for Proposal (RFP) process and/ or Agreement shall stand automatically terminated and will accordingly become null and void and of no legal effect. In that event, neither party will be entitled to claim from another, any compensation and/or damages for non performance of the obligations under this RFP and/ or Agreement and the BG towards performance security submitted by successful bidder will be returned.

## Advertisement

### **DREDGING CORPORATION OF INDIA LTD**

(A GOVT. OF INDIA UNDERTAKING)

'Dredge House' Port Area, Visakhapatnam — 530 001 (A.P)

Telephone: +91-891-2871312 Fax: +91-891-2560581

### **INVITATION FOR REQUEST FOR PROPOSAL**

Dredging Corporation of India Limited (DCI) invites Request for Proposal (RFP) for executing [Shallow water/ Inland Dredging work in Uttar Pradesh/ Bihar with DCI.](#)

Interested parties should submit their RFP along with a Request for Qualification (RFQ) and Statement of Legal Capacity in the prescribed format at the under mentioned address, before [1500 hours on 10<sup>th</sup> May 2017.](#)

The Guidelines for submission of RFP and pre-qualification criteria and other details can be downloaded from website: [www.dredge-india.com](http://www.dredge-india.com), [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in) from [28<sup>th</sup> April 2017 to 09<sup>th</sup> May 2017](#)

(V. K. Praviraj)  
Head of Department  
(Marketing)