

ADDENDUM	
NIT	DCI/HR/06/C/03/2018, dated 08-02-2018
MSME/NSIC registered parties having valid certificate for relevant work issued by Ministry of Micro, Small & Medium Enterprise (MSME) will be issued tender free of cost	
REVISED SCHEDULE Last Date for sale of tender documents : Extended upto 14.03.2018, 1530 hrs. Last Date for receipt of filled in tenders : Extended upto 15.03.2018, 1500 hrs. Date of Opening of Tenders : 15.03.2018, 1530 hrs. Note: Addendum, Corrigendum, change of last date if any will be hosted on website only.	



ड्रेजिंग कॉर्पोरेशन ऑफ इंडिया लिमिटेड
DREDGING CORPORATION OF INDIA LIMITED
 (A Government of India Undertaking)
 Dredge House, Port Area, Visakhapatnam- 530 001

Tender Ref.No:DCI/HR/06/C/03/2018

Date: 08.02.2018

I) INVITATION FOR BIDS(IFB):

NOTICE INVITING TENDER

Sealed tenders are invited in two covers Cover A "Technical bid", Cover B "Price bid" by M/s. Dredging Corporation of India Limited, Visakhapatnam for obtaining Security Services round the Clock on all the days at DCI ADMINISTRATIVE BUILDING /OTHER OFFICES OF DCI AT VISAKHAPATNAM on contract basis.

1	NAME OF THE WORK	:	PROVIDING SECURITY SERVICE AT DCI ADMINISTRATIVE BUILDING /OTHER OFFICES OF DCI AT VISAKHAPATNAM
2	PERIOD OF CONTRACT	:	TWO YEARS INITIALLY AND EXTENDABLE FOR THIRD YEAR AT DISCRETION OF DCI
3	COST OF TENDER DOCUMENT	:	RS.5900/- (RUPEES FIVE THOUSAND NINE HUNDRED ONLY) BY WAY OF ECS (NEFT/RTGS)
4	EARNEST MONEY DEPOSIT	:	Rs.1,52,647/- (Rupees One lakh fifty two thousand six hundred and forty seven only) BY WAY OF ECS (NEFT/RTGS) (OR) BANK GUARANTEE FROM ANY NATIONALIZED SCHEDULED BANK.-
5	ISSUE OF TENDER	:	FROM 08-02-2018 TO 08-03-2018 DURING OFFICE HOURS BETWEEN 09.30 HRS TO 1730 HRS ON ALL WORKING DAYS
6	LAST DATE FOR RECEIPT OF TENDER	:	UP TO 1500 HRS ON 09-03-2018
7	DATE OF OPENING OF TENDER (COVER A)	:	AT 1530 HRS ON 09-03-2018
8	SECURITY DEPOSIT	:	5% OF THE CONTRACT VALUE TO BE DEPOSITED FOR THE 1 ST ONE CRORE AND 3.5% OF CONTRACT VALUE FOR THE BALANCE AMOUNT IN THE FORM OF NEFT/RTGS OR BANK GUARANTEE.

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II) Pre-Qualification Criteria:

1. Experience of having successfully completed / having on hand similar works during last seven years ending last day of month previous to the one in which tenders are invited, should be either one of the following.
 - i) Three similar completed / works on hand each costing not less than the amount of Rs.61.06 lakhs.
OR
 - ii) Two similar completed / works on hand each costing not less than the amount of Rs.76.32 lakhs.
OR
 - iii) One similar completed / work on hand costing not less than the amount of Rs.122.12 lakhs.
2. Average Annual financial turn over during last 3 years ending 31 March 2017 should be at least Rs.45.79 Lakhs.

Note: i) work completion certificate and work order should be submitted as supporting for sl.no.1 as a proof for similar works

ii) Similar works means experience in providing security services contract.

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

HOD(HR)

Dredging Corporation of India Limited,
Dredge House, Port Area, Visakhapatnam-530 001,
Tel. No. 0891-2871365 / 2871358
E – MAIL ID: pmsarvanan@dcil.co.in, akdasgupta@dcil.co.in

The Detailed NIT and Complete Tender Document is hosted in web sites www.dredge-india.com, www.tenders.gov.in, and <http://eprocure.gov.in>. Interested parties may visit the same. The blank proposal document can be down loaded from our Website by remitting an amount of Rs.5900.00 (Rupees Five thousand nine hundred only) through NEFT/RTGS and the copy of electronic receipt/UTR should be submitted with Technical Bid

The details of DCI Current Account at Syndicate Bank is follows:-

DCI Current Account No:-35833070000014

Branch name:- DCI LTD PORT AREA BRANCH VISAKHAPATNAM

IFSC/RTGS No:- SYN0003583

SWIFT Code No:- SYNBINBB032

The downloading of document shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Dredging Corporation of India Ltd., reserves the right to:

1. Issue Tender Documents only to those considered capable to execute the work.
2. Accept or reject any or all Tenders without assigning any reason whatsoever.
3. Cancel the tender enquiry at any stage without assigning any reason.
4. Accept the tender in whole or part.
5. Reject the tender received with counter conditions.

HOD (HR)

III) SCOPE OF WORK

The scope of work/type of Services required are indicated below:-

- (a) The Contractor shall provide 17 nos Security Personnel round the clock on all the 7 days in a week, at DCI ADMINISTRATIVE BUILDING /OTHER OFFICES OF DCI AT VISAKHAPATNAM. Deployment plan of Security Guards shall be as per Annexure-I. The Contractor may also be required to post additional security guards/supervisor, as and when called upon at short notices, as intimated by the Corporation, on same rates, terms and conditions of this service contract. **DCI reserves the right to reduce the number of security guards/supervisor as per our requirement at any point of time during the contract period without citing any reason whatsoever by giving one month notice period.**
- (b) The contractor shall provide strong, energetic and able bodied Guards, with proper uniforms, shoes, batons, torchlight etc. Aged people and medically unfit personnel shall not be posted as Guards to carry out the Security Services.
- (c) Contractor has to provide two sets (one set consisting of one pant and one shirt) of Uniform and Helmet, approved DGMS/ISI approved Safety Shoe, DGMS/ISI approved Gumboot, 4 nos. Masks, Branded Raincoat, sweaters, torch lights, batons, whistle, Cap, 2 nos. reflective safety jackets once in a year and batteries on monthly replacement basis to all Security personnel i.e. Security Guards & 'Security Head Guard'. The contractor should also provide the necessary Stationery items as & when required by the Security Guards for executing above work. The quoted rate should be inclusive of above mentioned provisions. In case the contractor fails to provide the above-mentioned provisions, the same will be provided by DCI at the cost and risk of the Agency/Contractor and the same will be recovered from the following month running bill/claim received from Agency/Contractor. The Guards should always wear neat uniform/polished shoes, belts etc., while on duty.
- (d) The Contractor, on his own, shall provide effective supervision of the security guards from time to time.
- (e) The security personnel shall safe-guard all the security interests of the Corporation's property, personnel etc., and shall immediately bring to the notice of the management, if they find any thing suspicious, any property missing/tampered etc. and any materials likely to cause loss or damage to the corporation.
- (f) The contractor shall also pursue all the claims in case of theft, pilferage etc., with requisite follow-up on matters with Police/Intelligence and other Agencies. The contractor shall also assist the Corporation Officers to file FIRs at concerned Police Stations whenever any theft/loss of property of the Corporation as required, with the knowledge and approval of DCI.
- (g) The Contractor is also required to represent DCI in the Courts of Law, at inquiries or before any other Competent Authority, as may be required by the Corporation, with regard to safety/security of property of DCI, from time to time. However, before filling any papers etc. the same should be vetted and approved by DCI only in regard to security aspects.

SIGNATURE OF THE TENDERER WITH SEAL

IV) GENERAL TERMS & CONDITIONS

01. The Tender cover should be sealed and super scribed as “Providing Security Services round the clock on all days at DCI Administrative Building /Other Offices of DCI at Visakhapatnam”, with Tender ref no. and date.
02. The tenderer shall sign on all pages of the tender documents before submitting his tender duly affixing seal.
03. The tenderer shall quote the rates in figures as well as in words in the rate schedule, at Annexure-IV (Price Bid).
04. The rate quoted in the tender will remain firm during the currency of contract including the extended period if any. Escalation on any account is not admissible.
05. All tenders must be absolutely clear, failing which the same will not be considered.
06. All columns would be properly and legibly filled in. No column would be left blank. Any correction in the rates etc. would be duly attested by the tenderer. Alterations, if any, not authenticated with attestation may result in the rejection of the tender.
07. Percentage quoted by the tenderer in the tender in figures and words shall be carefully filled-in, so that there is no discrepancy/ambiguity in the rates written in figures and in the words. However, if any discrepancy is found, the rate written in words shall only be taken as final. Where the rate quoted by the tenderer in figures and words tallies but the amount is not worked out correctly, the rate quoted by the tenderer will be taken as correct and not the amount.
08. Special care shall be taken to write the rates in figures as well as in words, in such a way that no interpolation is possible. In case if quoted percentage is 5.35 % , then the percentage in words should be written as Five point three five percentage, if it is a whole no say 5% then the percentage in words should be written as Five percentage
09. The EMD will be submitted by the parties either in the form of online ECS (RTGS/NEFT) or Bank Guarantee (BG) from any Nationalized scheduled commercial Bank, as per attached Proforma (Annexure - C).BG validity should be initially for 150 days from date of bid submission and to be extended if required. Cheque/Demand Draft will not be accepted. Tenders received without EMD or any of the above conditions or incomplete in any respect are liable for summary rejection.
10. The tenderer should acquaint themselves with the work and the working conditions of the site and locality and no claim will be entertained on this issue after award of work.
11. The EMD of the successful tenderer shall be retained and validity shall be extended till submission of security deposit and in case of unsuccessful tenderers; the EMD will be refunded after finalization of the tender. No interest shall be paid on EMD or Security deposit.
12. Security deposit: The successful Contractor shall submit 5% of the contract value to be deposited for the 1st one crore and 3.5% of contract value for the balance amount in the form of NEFT/RTGS or Bank Guarantee (Annexure -VI). The Security Deposit amount will be returned after satisfactory completion of the contract after making deductions as may be required.
13. Firms who are having the valid MSE/NSIC certificate for relevant work will be given following exemption/benefits:
 - a) Exemption from depositing the EMD amount.
 - b) Preference will be given to parties registered as MSE when all things being equal.

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- c) Price preference: Since said work is non splitable, MSE quoting the price within band of L1 +15% shall be allowed full portion of work subject to bringing down of price to L1 by the MSE concerned. However, in case of L1 price quoted by an MSE, then the L1+15% clause will not be applicable.
- d) In case more than one MSEs have quoted L1 price, then the lottery system will be followed among the MSEs quoting L1 rate.
- e) Preference will be given to L1 MSEs owned by ST/SC as clarified by MSME while awarding the contract.
- f) However, no relaxation for SD& Performance security will be given, in case work is awarded to MSE, 5% of SD amount will be recovered every month from the monthly bills till complete recovery of SD amount. SD& Performance security amount deposited will be refunded after successful completion of contract. SD& Performance security amount will not carry any kind of interest.
- g) For above benefits firm has to submit the valid certificate which shows that said firm is registered with MSE/NSIC for said work. In case of non-submission of appropriate document/certificate no benefit will be extended.
14. Income Tax as per rules, as applicable on Income Tax (liable to change as per Government orders from time to time), will be recovered from the contractor's bill, before releasing the payment.
 15. Towards GST, the contractor should submit GST registration (Annexure-VII).
 16. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers, who resort to canvassing, will be liable for rejection.
 17. The tenders containing unsolicited remarks or any additional conditions are liable for summary rejection.
 18. If the tenderer makes default in proceeding with the work with due diligence, due to lack of resources or organization or work operated is not up to the expected standards, the Corporation reserves right to cancel the contract with one month notice at any time during the currency of the contract. If the tenderer fails to execute the work as per conditions of the contract the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. The Corporation would be entitled to with-hold any sum due and payable to the tenderer towards the sum as a result of the said breach or default. The contractor will not have any claim for compensation or otherwise on this account.
 19. The tender shall be kept open and valid for acceptance for a period of 120 days from the date of Opening of Technical bid and on request of the corporation, the validity shall be extended further.
 20. The Tenderer will have to give a certificate that he is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The Tenderer should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. (**Annexure-A**)
 21. 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 Prevention of Corruption Act in connection with the bid. (**Annexure-B**)
 22. The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid. (**Annexure-B**)
 23. The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved. (**Annexure-D**)
 24. The Tenderer shall furnish details of Bank Account for Electronic Transfer of payments as per attached Proforma. (**Annexure-E**)

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25. Dredging Corporation of India Ltd. reserves:-
 - a) The right to cancel or withdraw this enquiry at any stage without assigning any reason whatsoever, and no further correspondence will be entertained in this regard.
 - b) The right to reject or accept any tender offered irrespective whether it is lowest/highest, without assigning any reasons, whatsoever.
 - c) The right to extend or curtail the period of contract.
 - d) The right to award the work not only on the basis of competitive rates but also on the credentials of the tenderer.
 - e) The right to reduce the number of security guard mentioned in this contract at any point of time during the contract period without citing any reason whatsoever by giving one month notice period.
26. The tenderer (s) while quoting the rates shall be deemed to have taken all contingencies such as site conditions etc., into consideration and no extra claim will be entertained at a later stage for any reason whatsoever.
27. The tenderer shall not sub-let the work or any part of the work without prior permission of the Corporation.
28. A Bid form has to be duly signed and submitted along with technical bid(**Annexure-V**)
29. In the event of breach of any of the conditions of contract by the contractor and/or the contract is cancelled due to default on the part of the contractor and balance work is awarded to another agency to be carried out at the risk and cost of the contractor committing the breach of 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 the said breach/or default as such amount, and/or recover the amount from this contract or any other contract.
30. In the event of non remittance or short remittance of amounts towards PF, ESI etc., to the concerned authorities, the contractor shall remit the same forthwith to the concerned authorities, failing which the same shall be recovered from amounts due, besides Security Deposit and remitted to the concerned authorities. Similarly, in the case of excess payments, if any drawn by contractor, shall also be recovered from amounts due, including Security Deposit from the Contractor.
31. The contractor shall arrange Entry Permits to the Security Guards deployed in site area if required and the expenditure in this regard should be borne by the contractor only. The Corporation will however, render necessary assistance to the contractor in obtaining the Entry Permits.
32. The Corporation reserves the right to authorize any of its Officers/Staff to supervise the type of services rendered by the Contractor and if it is found that the conduct, behavior and performance of work of any of its security guards is unsatisfactory, it may require the contractor to immediately recall the particular person and substitute the person by another and the contractor shall immediately comply with such requirements made by the Corporation forthwith.
33. Deficiency of services, if any, pointed out by the representatives of the Corporation, should be rectified by the contractor forthwith.
34. The Corporation reserves the right to reduce the payment to the extent of deficiencies observed and quantified in terms for and the wages payable to Security Guards per day. The decision of the Corporation in this respect shall be final and binding.
35. The Contractor shall also abide by the terms and conditions, subsequently arising out, as mutually agreed between the Corporation and the Contractor, from time to time.

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36. The Contractor shall ensure that appropriate training is imparted to the Security Guards deployed, in discharging their duties in a courteous and efficient manner. The Contractor, at his cost, shall arrange for conducting suitable refresher training to the Guards deployed, at regular intervals, for efficient discharge of their duties.
37. The said Security Guards shall check all the vehicles and personnel entering into and going out of the Corporation's premises as contained in the Tender Schedule as per the instructions issued by the Corporation's representative, from time to time and shall also maintain proper record of the vehicles and personnel coming in and going out of the Corporation's premises.
38. The Security Guards shall maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to the management of the Corporation or its business or work or its officer/employees/other Contractors.
39. The contractor shall ensure that no Security Guard provided by him will be a member of the Trade Union of the Employees of the Corporation or take any interest on Trade Union activities of the employees of the Corporation.
40. The DCI should be absolving of any responsibility regarding injury while on duty to the Security Guards of the contractor, etc.
41. The Contractor shall ensure maintenance of prescribed Records/Registers/Documents under various statutes and produce to the nominated Officer of the Corporation and also to P.F. Commissioner or any other Statutory Authorities for verification every month or as and when required.
42. The contractor shall indemnify and keep indemnified DCI against all or any claims. Notices, cases, proceedings of any nature whatsoever arising out of or in relation to this contract. This clause shall also be deemed to include claim from third parties, Security Guards etc., and all types or nature of claims.
43. On expiry or termination of this Contract, the Contractor and the Security Guards shall forthwith vacate the premises, without any way causing any damage to the said premises and the Corporation's property therein.
44. For the day to day working and supervision/execution of the Contract, the Corporation is represented by any Officer, as nominated by the Corporation, from time to time.
45. The Contractor should strictly implement and follow all labour laws. It should be understood that this is strictly a service contract and all the Security guards/personnel are employees of the contractor only. No claim for employment by DCI will be entertained or considered.
46. In case of any loss or damage to the property of DCIL on account of any act, omission, negligence on part of contractor and/or its agent, representative, labour/ security personnel engaged by him, in handling of the duties/functions entrusted or otherwise or on account of breach, omission, failure or negligence on part of the contractor or its agent, or its representatives in compliance of provisions hereof or in carrying out, executing, doing performing or fulfilling any of its obligations or operations hereunder, the contractor shall be liable to make good such loss or damage determined by DCI Management, which shall be binding on the Contractor. The DCI authorities shall recover such amount of loss or damage from the contractor. If the amount of such loss or damage is not recovered or paid up by the contractor forthwith on demand, the contractor shall be liable to pay the said amount with Interest @ 18% per annum thereon from the date of demand till the date of actual payment.

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47. DCI Management will not, in any manner, be responsible, for any act, Commission or Omission of the workers/security personnel engaged by Contractor and no claims in this respect will lie against DCI. If any such claim is made by any labour/security personnel or his heirs engaged/employed by the Contractor, in the premises or otherwise, the Contractor will be liable to indemnify/ reimburse all the money paid in addition to the expenses incurred.
48. Compliance of labour laws: - The successful tenderer shall have to obtain Labour License, before commencement of work from concerned Labour Authorities wherever applicable under the provisions of contract Labour (R&A) Act, 1970 and its rules. He will also insure renewal of such license well before it expiry.
49. The successful tenderer shall comply with all the provisions of labour laws including payment of wages to his employees, licensing, welfare and health, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation and Abolition) Act 1970 and produce the same as and when asked for inspection by concerned authorities. Also under the order issued by Govt., of Andhra Pradesh/Central, framed there under and for its non-compliance, the Contract or/Agency shall only be responsible for penalties levied by the appropriate Authority under the Act., any for default in compliance, violation of any laws and contravention of any of the provisions referred to above, the contractor shall alone be held responsible. Further the Agency/Contractor must adhere to the various rules and regulations of various Acts/Orders issued by Central/State/Local Authorities now and then. The successful tenderer will be solely responsible for payment of compensation in case of accident to the labour/security personnel, retrenchment compensation, notice pay, Gratuity or Bonus if any as payable and the principal employer will not be held liable for any obligation of the Contractor. No other amount in this regard will be paid to the contractor other than the amounts specifically mentioned in the NIT.
50. Successful tenderer should issue identity card to every contract security personnel engaged by him. A pay slip should also be issue to all contract security personal before payment days and distribution of payment to the contract security personal should be before 7th day of the following month.
51. The Contractor is required to comply with all legal liabilities and if contractor fails to comply with any part of the provisions of various Acts applicable, DCI can ask for records for inspection and the contractor is required to comply with all the liabilities to be discharged and in case of failure on the part of the contractor, DCI shall withhold payment of his bill.
52. The Terms and conditions of this tender shall be part of the contract executed by the persons or/Agency/Contractor.
53. The successful tenderer is bound to abide by the instructions issued by the authorized officer in-charge/Security in-charge of the Corporation from time to time.
54. The Contractor who submits their offer must have office in the limits of Visakhapatnam Municipality and must inform about the address of the registered office, telephone numbers etc. All correspondence shall be addressed to that office and it is deemed to have been received by the person of Agency/Contractor to whom the Contract is given.
55. The DCI Management will not retain any control, supervision or the manner of the discharge, dismissal or retrenchment or re-employment of the workers engaged/employed by the Contractor.
56. The Contractor shall ensure that his Employees are covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act (if applicable) having its independent Code number. Thus, he will ensure that all his eligible employees are covered under these Acts.

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57. DCI reserves the right to terminate the contract at any time in case of breach of any terms and conditions of the tender and contract, including forfeiture of Security Deposit held with DCI. After termination of contract, it is open to DCI to make alternative suitable arrangements by appointing another agency at the cost and risk of the Agency/Contractor. The additional expenditure incurred, if any, will be adjusted against the Security deposit Additional Security Deposit held with DCI. The unadjusted balance will be recovered as per provisions of Revenue Recovery Act under usual procedure.
58. The DCI reserves the right to empanel / to reject any or all the tenders without assigning any reason, and is not bound to accept only the lowest tenderer, and DCI's decision in the matter shall be final and binding on the tenderer (s).
59. Contractors/ agencies are required to quote service charges in the Price Bid Annexure-IV subject to the conditions mentioned at clause no. 60 and 61 below.
60. Service charge quoted by the bidder shall be fixed during the entire tenure of the contract. However, in case of increase of minimum wages, the service charges will be calculated on the revised minimum wages, if the successful party is decided on the basis of minimum service charges mentioned in Tender (as mentioned in clause 61below).
61. "If the tenderer quotes total service charges less than 5% of minimum wages to be payable to labour (which includes statutory payments of PF-13.15%, ESI 4.75% & Bonus 8.33% per day per man, then their offer will be rejected. Contractor has to quote their SERVICE CHARGE in percentage only.
62. ARBITRATION: Should any dispute or difference arise between the Corporation and the contractor in connection with this contract or as to the rights and liabilities of the parties hereto, it will be referred to Arbitration by a Sole Arbitrator, a person to be appointed by the Chairman-cum-Managing Director, Dredging Corporation of India Limited, 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 pendente lite. 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.

V) SPECIAL TERMS AND CONDITIONS

- a) This service contract shall be for a period of two years initially and extendable by one more year on the same rates, terms and conditions at the discretion of DCI.
- b) In the event of the Contractor, committing breach of any of the terms and conditions of this contract or if the services provided by the contractor are considered to be unsatisfactory by the Corporation for any other reason, considered by the Corporation as sufficient, the Corporation is entitled to terminate this contract, by giving one month's notice in writing and the Contractor shall not claim any compensation for such termination. The decision of the Corporation with reference to the termination shall be final and binding on the contractor. In case of non-compliance of any statutory payments to the security guards such as PF, ESI, EDLI, PF Admn. Charges, Minimum Wages, Bonus etc., during the period of contract, the service contract will be liable to be terminated forthwith, without assigning any reasons..
- c) Extension of the service contract beyond two years will be considered, at the discretion of the Corporation, for one more year, subject to satisfactory performance and fulfillment of the terms and conditions and the same will be communicated, in writing, by the Corporation. In the event of extension of the Contract, the Contractor shall provide the services, as per same rates, terms and conditions.
- d) The Contractor/Agency should submit a copy of registration Certificate as per Private Security Agency (Regulation) Act 2005) issued from appropriate Authority.
- e) The age of all the Security personnel i.e. Security Guards & Security Head Guard to be deployed must be as per "The Private Security Agencies(Regulation) Act, 2005". Contractor / agency will be responsible for medical fitness and Police Verification etc. of the personnel deployed by him.
- f) PAYMENT TERMS :
- i) The Corporation shall pay the rates as indicated in Annexure-III taking into account the number of Security Guards deployed in a month, on submission of the bills by the Contractor. Monthly running account bills are to be submitted before 7th day of the month, covering the period of services rendered for the preceding month. Bills shall be prepared strictly as per the agreed rates. The Corporation arranges to make payments through NEFT/RTGS against the bill, within a normal period of 30 days, unless delayed for reasons beyond the control of the Management. Monthly payment to deployed security personnel should be finished before 6th day of the month through NEFT/RTGS.
- ii) No extra claims of the Contractor for damages, claim for compensation etc., shall be allowed for any reason on any ground whatsoever, so that, if minimum wages and other statutes are revised by the appropriate government, the differential amount will be allowed. In case of non-compliance of requisite procedure, the bill is liable to be rejected.
- iii) The Corporation shall not make any payment directly to the Security Guards and payment shall be made to the Contractor only.
- iv) No interest is payable on the payments due to the contractor.
- g) The contractor shall comply with the following:-
- i) Minimum wages as fixed by the appropriate Government and as enhanced from time to time, shall be paid to the guards deployed by the Contractor.

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- ii) PF, ESI, and Gratuity as per the relevant statutes respectively, should be Computed on entire basic wages for the month or part thereof, for which period the security personnel was deployed. These amounts shall be paid appropriately to the personnel employed or to the authorities concerned as the case may be, by the Contractor. In the event of the failure to pay the amounts or submission or proof of PF Code Number etc., issued by the local RPF, an amount equal to 25.16% of the wage bill shall be recovered by the Corporation towards PF Contributions both employee and employer Contributions and administrative charges and remitted to the appropriate authorities.
- iii) Gratuity/terminal benefits shall be reimbursed at actual on payment to the Security Guards on termination of the contract and the proof of having paid to the Security Guards has to be submitted to the Corporation.
- iv) The short fall amounts on the above account, if any, shall be made good from the Security Deposit/EMD.
- v) The Contractor should ensure for 'paid weekly-offs' and the Corporation shall not stand liable for the payments towards 'weekly offs', or overtime, if any, paid to the Security Guards.
- vi) Leave rotation of the Security Guards employed for the subject service contract has to be provided by the Contractor.
- vii) The Contractor shall be responsible for Fidelity Insurance, Employee's Compensation etc., as per relevant statutes in respect of the Security Guards deployed, or other personnel utilized for causing injures/death etc.
- viii) The Contractor shall maintain scrupulously all the relevant records, registers etc., and shall also be liable to produce such records as and when required by the Corporation/PF Commissioner/Labour Commissioner or any other appropriate authority.
- ix) The wages etc., shall be paid by the contractor to the Security Guards directly without the intervention of any middlemen, Jamadars or Thekedars and that, the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadars etc. from the wages of the security personnel.
- x) The wages shall be paid by the contractor to the security personnel by mode of NEFT/RTGS, which is deemed fit, every month and produce monthly acquittal proof to the Corporation.
- xi) The Contractor shall obtain Labour License as per the Provisions of Contract Labour (R & A) Act, 1970, within 30 days after receipt of confirmed Work Order from the Corporation. The payment will be released only on production of such documents.
- xii) The Contractor shall also comply with provisions of the following enactments during the execution of the service contract in the Corporation.
 - 1) Contract Labour (Regulation & Abolition) Act, 1970.
 - 2) Inter-State Migrant Workmen (Regulation of employment and Conditions of Services) Act, 1979.
 - 3) Industrial Disputes Act, 1947.
 - 4) Payment of Gratuity Act. 1972.
 - 5) Equal Remuneration Act, 1976.
 - 6) Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - 7) Minimum Wages Act, 1948.
 - 8) Payment of Wages Act, 1948.
 - 9) ESI Act, 1948.

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- h) Any other enactment or rules framed by the appropriate authorities, applicable to this Contract and the services rendered hereunder. Any claim/prosecution arising from non-compliance of labour enactments shall be made good by the contractor himself and DCI will be indemnified against all such claims/penalties etc.
- i) The Security Guards deployed for carrying out the service contract shall be on the rolls of the contractor only. They shall not be on the rolls of DCI and the Corporation shall not be responsible for their leave, medical benefits, etc., by virtue of the service contract. The personnel deployed for Security Services shall also not have any claim/right whatsoever for employment in DCI and these facts have to be clearly apprised to all the security personnel deployed by the Contractor.
- j) The contractor shall arrange to obtain/Collect ESI cards and Annual P.F. slips in respect of the Security Guards from ESI and P.F. Authorities and distribute/handover the same to the concerned security personnel under acknowledgement.
- k) The Contractor shall file the requisite Annual P.F. Returns/Reports to the concerned PF Authorities etc., and a copy of such Annual Return/Report should be endorsed to the Corporation for record.

SIGNATURE OF THE TENDERER WITH SEAL

DEPLOYMENT PLAN OF SECURITY GUARDS

Sl. No.	Location	No. of Security Guards proposed to be deployed
01.	Administrative office building(AOB),DCIL, HO, Visakhapatnam	Morning Shift- 2 guards + 1 supervisor After Noon Shift- 3 guards Night Shift- 2 guards
02.	Project office stock yard, Lovagardens, Visakhapatnam	Morning Shift- 2 guards After Noon Shift- 2 guards + 1 supervisor Night Shift- 4 guards
Total		15 No. of Security Guards + 2 Supervisors

In addition, contractor shall provide leave reliever for each Security Guards on 7th working of the week for which minimum wages will be paid. In case of increase in minimum wages the same will also be paid.

Note:

The No. of Security Supervisors/Guards mentioned above may be curtailed/increased during the currency of the contract as per our requirement.

SIGNATURE OF THE TENDERER WITH SEAL

TECHNICAL BID

1. Name of the Party	
2. Address & Phone No.	
3. Contact Person	
4. Registration certificate as per Private security agency (Regulation) Act 2005 issued from appropriate agency. (Attach Documentary proof)	
5. PF Code No. (Attach Documentary proof of valid PF registration certificate issued by concerned RPFC)	
6. ESI Code No. (Attach Documentary proof of ESI registration certificate)	
7. Financial Turnover (Attach Documentary Proof Audited balance sheets)	
8. Certificate of registration issued by Concerned Govt. Authorities For GST (Attach Documentary proof of GST registration certificate)	
9. Details of security jobs carried out during last 7 years including Value of each job. (Attach Documentary Proof)	
10. I.T. PAN No. (Attach Documentary proof)	
11. Details of Bank Account for Electronic Transfer of Payment	
Place:	
Date:	

SIGNATURE OF THE TENDERER WITH SEAL

PREAMBLE TO PRICE BID

Sl.no.		HO Security	HO Supervisor
1	Minimum wages per head per day wages including VDA	593	653
2	PF(13.15%) [PF 12% + 0.5 % EDLI + 0.65 % Administrative charges on EPF and EDLI]	77.98	85.87
3	ESI @ 4.75%	28.17	31.02
4	<u>Bonus@ 8.33 % of basic (restricted to Rs.7000/- min wages)</u>	19.18	19.18
5	<u>Gratuity on basic wages</u>	28.52	31.41
6	<u>Per day wage per security</u>	746.85	820.47
7	Service charges/contractor commission		
	Total wages per security per day		

S. No	Category of labour	Minimum wages/day
a)	Security Supervisor charges (considered on par with watch and ward with arms)	Rs.653 Ps.00.
b)	Watch and Ward without arms i.e. Guards' charges	Rs.593 Ps.00.
c)	In addition to above 13.15% (PF& Admn. Charges etc.), ESI 4.75% is also to be paid / remitted to concerned authorities by the contractor. The Bonus on minimum wages will be deducted from the total amount quoted and the same will be released to contractor at the time of payment of Bonus to labour.	
d)	Contractor has to pay wages (including statutory and other benefits) to the Security Guards engaged as leave relievers including 'Security Supervisor'.	
e)	Contractor has to provide two sets (one set consisting of one pant and one shirt) of Uniform, DGMS/ISI approved Helmet, DGMS/ISI approved Safety Shoe, DGMS/ISI approved Gumboot, Mask, Branded Raincoat, torch lights, Batons, whistle, Cap, 2 nos. reflective safety jackets once in a year and batteries on monthly replacement basis to all Security personnel i.e. Security Guards & 'Security Supervisor'. The contractor should also provide the necessary Stationery items as & when required by the Security Guards & 'Security Supervisor'. and other items as mentioned (for security contract only)	

While submitting bills, the Contractor shall also render documentary evidence with an under taking of deposits of Provident fund, ESI/payment of insurance premium contributions made by him in respect of the Security personnel deployed by him failing which, payment of the bills will be withheld until such compliance.

SIGNATURE OF THE TENDERER WITH SEAL

PRICE BID

<p>SERVICE CHARGES (To be quoted by the party for the services rendered for providing security services (minimum is 5%) in <u>PERCENTAGE</u>)</p>	<p>Service charges per day per security personnel in percentage only excluding GST _____%</p> <p>Percentage in words(_____)</p>
<p>Contractor's commission per day on minimum wages and its statutory benefits (such as PF- 13.15%, ESI 4.75% & Bonus on minimum wages per day per man (for 'Security Guards &'Security Supervisor') mentioned at scope of work i.e. Annexure-I.</p>	

Place:

Date:

NOTE:

- 1) Rates applicable as per central wages to be paid
- 2) Please enclose a copy of the latest central wages Notification, indicating minimum rates of wages.
- 3) Rate of all the GST will be payable as per Notification of Central Govt. from time to time.
- 4) All G.S.T. as applicable.
- 5) The wages for each Security Guard shall be paid on the basis of actual no. of days worked, in a month.

SIGNATURE OF THE TENDERER WITH SEAL

PROFORMA

Date:

To,
HOD(HR)
Dredging Corporation of India Limited,
Dredge House, Port Area, Visakhapatnam-530 001,

Sir,

Sub: Tender for PROVIDING SECURITY SERVICE AT DCI ADMINISTRATIVE BUILDING
/OTHER OFFICES OF DCI AT VISAKHAPATNAM- Reg

A. With reference to your Tender No DCI/HR/06/C/03/2018,dated:08-02- 2018 and as per Cl. No.20 of General & Special 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 certify that my relative(s) working as Officer in Dredging Corporation of India Ltd., or any Officers 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,

SIGNATURE OF THE TENDERER WITH SEAL

* Strike out “A” or “B”, whichever is not applicable.

ANNEXURE-B

Date:

To,
HOD(HR)
Dredging Corporation of India Limited,
Dredge House, Port Area, Visakhapatnam-530 001,

Sir,

Sub: Tender for PROVIDING SECURITY SERVICE AT DCI ADMINISTRATIVE BUILDING /OTHER
OFFICES OF DCI AT VISAKHAPATNAM- Reg.

A. With reference to your Tender No DCI/HR/06/C/03/2018,dated:08-02- 2018 and as per Cl. No.21 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 Prevention of Corruption Act in connection with the bid.

and

B. As per Cl. No.22 of General Terms & Conditions of Contract, we hereby certify that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you.

Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

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

To,
 HOD(HR)
 Dredging Corporation of India Limited,
 Dredge House, Port Area, Visakhapatnam-530 001,

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, Visakhapatnam, (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 his 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.
- (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 150 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

PROFORMA

Date:

To,
HOD(HR)
Dredging Corporation of India Limited,
Dredge House, Port Area, Visakhapatnam-530 001,

Sir,

Sub: Tender for PROVIDING SECURITY SERVICE AT DCI ADMINISTRATIVE BUILDING /OTHER
OFFICES OF DCI AT VISAKHAPATNAM- Reg

A. With reference to your Tender No DCI/HR/06/C/03/2018,dated:08-02- 2018 and as per Cl. No.23 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,

SIGNATURE OF THE TENDERER WITH SEAL

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

PROFORMA

Date:

To,
HOD(HR)
Dredging Corporation of India Limited,
Dredge House, Port Area, Visakhapatnam-530 001,

Sir,

Sub: Tender for PROVIDING SECURITY SERVICE AT DCI ADMINISTRATIVE BUILDING
/OTHER OFFICES OF DCI AT VISAKHAPATNAM-Reg

With reference to your Tender No DCI/HR/06/C/03/2018,dated:08-02- 2018 and as per Cl. No.24 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 THE TENDERER WITH SEAL

PROFORMA OF PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, on one hand, Dredging Corporation of India Limited, Visakhapatnam through Capt. **P M Saravanan, HOD(HR)** (hereinafter called the 'BUYER/ EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____, represented by Shri. _____, _____ (**Name of Person**), _____ (Designation) (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/ EMPLOYER' has invited _____ (*name of the work*) and the BIDDER/SELLER is submitting his bid for the same and WHEREAS the BIDDER is a Private Limited company/ Public Limited company/ Government undertaking/ Registered partnership firm constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is Dredging Corporation of India Limited.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- (i) Enabling the BUYER/EMPLOYER to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- (ii) Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/ EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the 'BUYER/ EMPLOYER'

- 1.1 The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the 'BUYER/ EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/ EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of EOI.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/ EMPLOYER'.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the EOI process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the EOI process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/ EMPLOYER' to take all or any one of the following actions, wherever required:-
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (iv) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/ rescission and the 'BUYER/ EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/ EMPLOYER'.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The 'BUYER/ EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the 'BUYER/ EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.

7. Independent Monitors

7.1 The 'BUYER/ EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 1) Shri. M. Narayana Rao, Ex. CMD, MIDHANI
H No. 8-2-293/82/J/A-60, Journalist Colony
Jubilee Hills, Hyderabad-500033
Phone: 040-23115247/ 9989055569

- 2) Shri. M. Sundara Ram, IRTS (Retd.)
203, Subh Nivas, 12-13-548
Street 14, Nagarjuna Nagar,

Tarnaka, Hyderabad-500017

Phone: 040-27153535/ 9701345950

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/EMPLOYER,
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER/ EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER/ EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER/ EMPLOYER

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of the BUYER/ EMPLOYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 11.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER/ EMPLOYER

BIDDER.

Name of the Officer.
and Designation

Name of the Officer.
and Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____,

ANNEXURE – G

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

Dated _____

To

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

Sir,

SUB:Tender Ref. No: DCI/HR/06/C/03/2018, Date: 08.02.2018 for the work of “PROVIDING SECURITY SERVICE AT DCI ADMINISTRATIVE BUILDING/ OTHER OFFICES OF DCI AT VISAKHAPATNAM”

Reg.

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

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

3. I/We hereby confirm having read and understood all the terms and conditions of the tender and abide by these terms and conditions. All the pages in the tender documents have been initialed/signed and stamped in token of acceptance of the terms and conditions of the tender documents.

4. I/ We hereby confirm that we have not put/ specified/ laid down any counter conditions and we accept the tender conditions and agree to abide by the same

Thanking you,

Yours faithfully,

Place :

Date :

SIGNATURE OF THE TENDERER WITH SEAL, NAME AND ADDRESS

Bid Form

Date: _____

To:
 HOD(HR)
 Dredging Corporation of India Limited,
 Dredge House, Port Area, Visakhapatnam-530 001,

Gentlemen:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of services]* in conformity with the said bidding documents for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices submitted separately as a Price Bid and made part of this Bid.

We undertake, if our Bid is accepted, to provide the services in accordance with the schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as specified in the bidding documents.

Dated this _____ day of _____ 2018_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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

Bank Guarantee No.
Date

To
Dredging Corporation of India Limited
.....
.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the “DCI”) having agreed to exempt M/s..... having its Registered Office at(herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement / Contract / Work Order datedmade between DCI and Contractor for(herein after called the said “Agreement”), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for only), we(hereinafter referred (indicate the name of the Bank) to as “the Bank” at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We,

(indicate the name of Bank)

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

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this

present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We further

(indicate name of the Bank)

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

5. We, further agree

(indicate name of the Bank)

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

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

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

8. This guarantee will remain in force until All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to(..... Only).

Dated theday of2018.

INFORMATION TO BE FURNISHED REGARDING GST OF COMPANY/FIRM

* HSN code - Harmonized System Nomenclature code

* SAC - Service Accounting Code

Company Name	
Registered Address	
City	
Pin Code	
State Code	
Country	
Office Telephone No.	
Fax No.	
Contact Person for GST	
Mobile No. of Contact Person	
Email ID of Contract person	-
Registration with GST	
GST TIN	
GST Provisional ID	
GST ARN No allotted at the time of Submission	
Location of Primary place of Business	
PAN No	
TAN No	
HSN /SAC Code *	

CHECK LIST FOR TECHNO- COMMERCIAL BID (COVER-A)

1. Covering letter from contractor stating enclosures
2. A Bid Form **except** the Price Schedule
3. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - Audited balance sheet for the last three years ending 31st March 2017;
 - Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:
 - Brief description of the work
 - Contract amount
 - Work order
 - Time limit for completion
 - Whether the work has been completed within the stipulated time.
 - Whether any liquidated damages have been levied.
4. Tender document cost- to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender
5. Earnest money deposit
 - to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender **or** - in the form of Bank Guarantee (in original)
6. Copy of Labour License, from concerned Labour Authorities wherever applicable under the provisions of contract Labour (R&A) Act, 1970 and its rules.
7. The Contractor/Agency should submit a copy of registration Certificate as per Private Security Agency (Regulation) Act 2005) issued from appropriate Authority.
8. PAN Card Copy
9. Registration with Provident Fund Authorities Copy
10. GST registration Copy and details as per Annexure VII
11. Power of Attorney in original on stamp paper, in favour of the person authorized to sign the tender document.
12. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
13. Undertakings as per Annexure (A,B,D,E,G) on letter heads of party/tenderer
14. Pre-Integrity Pact with DCI as per Annexure F to be executed on stamp paper duly notarized and to be submitted along with technical bid
15. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer/authorized signatory along with office seal.
16. All except Price bid (Annexure-IV) should be sealed in a separate cover and PRICE BID-Cover B should be sealed in a separate cover both cover should be inserted in a cover super scribing name of work. PRICE BID-Cover B of only qualified parties will be opened on a later date upon intimation to parties.
