



DREDGING CORPORATION OF INDIA LIMITED
CORPORATE OFFICE::VISAKHAPATNAM

DCI/OPS/NMPT/Labour/2020/

Date: 08-09-2020

Name of the work: Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust.

Period of Contract: Three years i.e. 2020-21, 2021-22, & 2022-23

Each year required 3 (Three) months from the date of issue of commencement order and extendable for another 2 more months on 'month to month' basis as per requirement /performance

Received By,

Important Dates:

1. Issue of Tenders : 08-09-2020 to 17-09-2020 upto 18:00 Hrs
2. Last date of submission : 18-09-2020 @15:30 Hrs
3. Opening of tenders : 18-09-2020 @15:30 Hrs

Joint General Manger (Operations)
M/s. Dredging Corporation of India Ltd.
Operations Dept., 3rd Floor,
"Dredge House", Main Road, HB
Colony,
Seethammadhara,
Visakhapatnam-530022
9949825234/8978709004
E-mail ID: tvskumar@dcil.co.in,
kpramod@dcil.co.in

Signature of the Tenderer with seal

DREDGING CORPORATION OF INDIA LIMITED
CORPORATE OFFICE::VISAKHAPATNAM

DCI/OPS/NMPT/Labour/2020/

Date: 08-09-2020

NOTICE INVITING TENDER

Sealed Tenders are invited in **single cover two bid system** by Dredging Corporation of India Limited, Visakhapatnam from competent and experienced firms for rendering the following service:

1.	Name of Work	: Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust.
2.	Period of Contract	: Period of Contract: Three years i.e. 2020-21, 2021-22, & 2022-23 Each year required 3 (Three) months from the date of issue of commencement order and extendable for another 2 more months on 'month to month' basis as per requirement / performance.
3.	Estimated Cost	: Rs.14,40,000/- Ex GST and Rs.16,99,200/- including GST @18% for 3 years
4.	Cost of Tender	: Rs.295/- inclusive of GST@18% through RTGS/ NEFT only.
5.	Earnest Money Deposit	: Rs.20,000/- (Rupees Twenty Thousand Only) through RTGS/ NEFT/Bank Guarantee as per Annexure-I.
6.	Validity of the Tender	: (90) Ninety days from the date of opening of Financial Bid.
7.	Last Date & time for receipt of tenders	: 18-09-2020 upto 15:00 Hrs in the office of Joint General Manger (Ops), M/s. Dredging Corporation of India Ltd., Operations Dept., 3 rd Floor, "Dredge House", Main Road, HB Colony, Seethammadhara, Visakhapatnam-530022
8.	Opening of bids	: 18-09-2020 at 15:30 Hrs in the office of Joint General Manger (Ops), M/s. Dredging Corporation of India Ltd., Operations Dept., 3 rd Floor, "Dredge House", Main Road, HB Colony, Seethammadhara, Visakhapatnam-530022

<p>Bidders can also pay :</p> <ol style="list-style-type: none"> 1. Cost of Tender documents 2. EMD 3. Performance security 4. Or for any other payments due to be paid to DCIL. <p><i>E-Receipt in respect of Cost of tender document and EMD in this regard is a must and to be attached to the tender document in Cover -A.</i></p>	<p>Details of Bank account :</p> <ol style="list-style-type: none"> (a) Name of the Company: Dredging Corporation of India Ltd., (b) Name of the Bank : Syndicate Bank (c) Branch Name : DCI Ltd. Branch, Port Area, Visakhapatnam-530001 (d) IFSC code : SYNB0003583 (e) Swift code : SYNBINBB032 (f) Account type: : Current account (g) Account No. : 35833070000014 (h) GST No. : 37AAACD6021B1ZB
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Note: Tenderers shall send mail to treasury@dcil.co.in for obtaining confirmation for the receipt of Tender documents fees and EMD by furnishing details of firm/party, bank and UTR number etc. DCI will acknowledge the receipt of the above after due verification. The receipt to be enclosed along with the tender.

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PRE QUALIFICATION CRITERIA:

Tenderer should possess the following minimum qualifying requirements:

Technical:

The Contractor/s who is having relevant experience for supplying labour during last seven years ending July'2020.

Financial:

1. Experience of having successfully completed 'supply of labour' or any other equivalent services during last seven years ending July, 2020 should be any of the following:-
 - a. Three similar completed works costing not less than Rs.5.78 Lakhs. (Excl.GST & Taxes)
or
 - b. Two similar completed works costing not less than Rs.7.22 Lakhs. (Excl.GST & Taxes)
or
 - c. One similar completed work costing not less than Rs.11.55 Lakhs. (Excl.GST & Taxes)
2. Average Annual Financial Turnover of the company for the last three years ending 2020 (FY:2019-20, FY:2018-19 & FY:2017-18 shall be at least Rs.4.33 Lakhs.

The Detailed NIT and Complete Tender Document are hosted in web site www.tenders.gov.in and <http://dredge-india.nic.in/tenders.html>, parties shall visit the same. The document shall be downloaded from our Website. Downloaded document shall be signed and shall accompanied with all specified documents mentioned in tender along with confirmed E receipts of Tender fee and EMD and shall reach to the following address before the closing date and time through authorized person/ agent/registered post/speed post /courier.

To,
Joint General Manger (Operations)
M/s. Dredging Corporation of India Ltd.
Operations Dept., 3rd Floor,
"Dredge House", Main Road, HB Colony,
Seethammadhara, Visakhapatnam-530022
E-mail ID: tvskumar@dcil.co.in, kpramod@dcil.co.in
Mobile no 9949825234 and 8978709004

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

Joint General Manager (Ops)
Dredging Corporation of India Limited
Visakhapatnam.

Signature of the Tenderer with seal

SCOPE OF WORK

Name of the work: Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust.

Period of Contract: Three years i.e. 2020-21, 2021-22, & 2022-23

Each year required 3 (Three) months from the date of issue of commencement order and extendable for another 2 more months on 'month to month' basis as per requirement / performance

Dredging Corporation of India Ltd., (DCI) having its Corporate Office at Visakhapatnam shall be taking up Maintenance dredging work for the years 2020-21, 2021-22 and 2022-23 at New Mangalore Port trust Mangalore. In this regard, DCI required "*Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust*" from the competent bidders.

The period of contract is for three years. Each year required for 3 months from the date of issue of commencement order and extendable for another 2 months on month to month basis and in the same manner required for total 3 years, i.e. 2020-21, 2021-22 and for 2022-23.

The Contractors should have experience of having successfully completed the work "supply of labour". The Contractor shall supply unskilled labour onboard DCI Dredger(s)/Crafts or for other project works as per the requirement of DCI.

Signature of the Tenderer with seal

GENERAL CONDITIONS

1. The sealed tender is invited in single cover two bid system i.e. (1) Technical bid/Qualifying bid and (2) Financial bid.
2. The technical bid should be kept in a separate sealed cover (Cover A) super scribed "Technical bid for *Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust*".
3. The financial bid document should be kept in another separate sealed cover (Cover B) super scribing "Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust".
4. The two bids covers together should be kept in a single cover and must be submitted "The Joint General Manager (Ops), M/s. Dredging Corporation of India Limited, Corporate Office, Dredge House, HB Colony, Visakhapatnam-530022 by on or before 15:00 Hrs on 18-09-2020 in an envelope super scribed "TENDER FOR SUPPLY OF UNSKILLED LABOURERS FOR ATTENDING ON BOARD DREDGER(S)/CRAFTS AND OTHER PROJECT WORKS ON AS AND WHEN REQUIRED BASIS AT NEW MANGALORE PORT TRUST".
5. Unsealed covers or tenders received beyond stipulated time and date are liable for rejection.
6. The bids will be opened on 18-09-2020 at 15:30 Hrs in the chamber of Joint General Manager (Ops), Visakhapatnam in presence of bidders who may wish to be present.
7. The tender shall remain open and valid for acceptance for a period of 90 days from the date of opening of financial and on request of the Corporation the validity shall be extended further.
8. The financial bids of only those bidders would be opened whose Technical bids are found in order and accepted. The date and time of opening of the financial bids shall be intimated to the technically qualified bidders only.
9. The tenderer should study the tender documents carefully; understand the General and Special conditions of contract before submission of tender. The prospective bidder may get himself acquainted with the nature and scope of work and local conditions before quoting the rates.
10. The tenderer shall sign on all pages of the tender documents before submitting his tender.
11. The tenderer shall quote the rates in figures as well as in words in the schedule.
12. Rates quoted by the tenderer in Item-Rate in figures and words shall be carefully filled in, so that there is no discrepancy in the rates written in figures and words. However, if any discrepancy is found, the rates written in words shall be taken as correct.
13. The EMD will be submitted by the parties in the form of NEFT/RTGS/Bank Guarantee as per proforma in Annexure-I. The Bank Guarantee for EMD shall be valid for a period of 120 days from date of opening of tender. **Cheques and Demand Drafts shall not be accepted.** Tenders received without E.M.D or with lesser amount and which do not fulfill all or any of the above conditions or incomplete in any respect are liable for summarily rejection.
14. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable for rejection.
15. **(a)Performance security:** Successful tenderer shall be required to furnish an amount equivalent to **5% of the value of the contract for three years** towards performance security by way of NEFT/RTGS/Bank Guarantee as per proforma in Annexure-II in favor of Dredging Corporation of India Limited payable at Visakhapatnam within 7 (seven) days from the date of issue of Work Order. The Bank Guarantee shall be extended in case of extension of work and shall be valid till completion of the work, for each year. BG will be continued for 2nd and for 3rd year also and will be returned to the contractor after successful completion of the entire contract period including extension if any and however, bears no interest. Failure to furnish Performance Security by the successful Bidder within the specified period shall constitute sufficient ground for the annulment

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of the award of contract and forfeiture of the EMD. Upon receipt of the specified amount towards Performance Security, the EMD shall be refunded to the tenderer.

(b) Alternatively, the contractor may opt for conversion of EMD amount into Performance Security and the balance amount shall be deposited to the corporation as Performance Security within 7 (Seven) days from the date of issue of the Work Order.

(c) Security Deposit: Security deposit of 5% of billed value shall be deducted from each running account bill in addition to clause No.15 (a) of GCC till total value of Security Deposit shall be 5% of executed contract value.

(d) Security Deposit will not carry any interest. On successful completion of yearly contract, the Security Deposit will be refunded to the contractor upon submission of “**No dues and No claims**” certificate for that particular year.

(e) The performance security will be refunded after completion of 3 years contract upon submission of “**No dues and No claims**” certificate.

16. The tender containing uncalled for remarks or any additional conditions are liable for summary rejection.
17. The tenders will be opened in presence of the tenderers or their authorized representatives at Dredging Corporation of India Limited, Visakhapatnam at the time and date specified in tender or in case notified subsequently.
18. After receipt of work order and within 7 (Seven) days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on Rs.100/- Non-Judicial Stamp to be prepared by him in the form annexed hereto (**Annexure-III**). Until such Contract Agreement is executed, the other documents referred to in the definition of the term “Contract” here in before, shall collectively be the Contract and along with mails/letters exchanged. Failure to execute contract agreement within specified time may result in forfeiture of EMD.
19. The Tenderer shall furnish a certificate that he **is not related to any Officer of DCI**. 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-IV**)
20. The Tenderer shall furnish an undertaking that they have **not made any payment** or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid. (**Annexure-V**)
21. The Tenderer shall disclose any information regarding any **current litigation** in which the tenderer is involved. (**Annexure-VI**)
22. In the event of cancellation of the contract due to delay in commencing the work by the successful tenderer, the E.M.D. will be forfeited.
23. The Contractor shall not sub-let the work or any part of the work without prior permission of the Corporation.
24. **Settlement of Disputes/Arbitration clause**
 - a) The decision of the Chief General Manager (CGM) shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the CGM.
 - b) Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to

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- arbitration by a sole Arbitrator, a person to be nominated and appointed by the Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996.
- c) The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.
25. DCI reserves the right to authorise 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 the person employed by the Contractor 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 DCI forthwith.
 26. The Contractor shall also abide by the terms and conditions, subsequently arising out, as mutually agreed between the DCI and the Contractor, from time to time. The Contractor, if any deficiencies pointed out by the representatives of the Corporation, should rectify forthwith.
 27. Tenderer shall not be permitted for any change in the constitution of the tender except with the clear written consent of DCI.
 28. The DCI is in no way liable or responsible regarding injury while on duty to the employees of the Contractor, etc., or any other claims arising out of employment.
 29. The Contactor will be responsible for loss/damage of property or life because of negligence of his employees or poor maintenance of tankers or due to an accident. The corporation would not be responsible for loss/damage to property or life in account of such incidents.
 30. **Blacklisting:** In the event of failure or breach of the contractual obligations, the Contractor/firm may be blacklisted and prevented from participating in the future tenders of the corporation for a specified period. The period of blacklisting and manner of blacklisting shall be decided by the competent authority.
 31. **Liquidated Damages:** In case of any delay in commencement/non-supply of labour in specified time, liquidated damages @ 1% per week or part thereof, up to a maximum of 10% of the contract value shall be levied on contractor by DCI.
 32. 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 their contract. This clause shall also be deemed to include claim from third parties, etc., and all types and/or nature of claims. Valid and subsisting insurance covering all types of claims should be maintained/continued during the entire contract period or extended period.
 33. The Tenderers should submit the tender along with following documents and details superscribing the name of work and date of opening etc., addressed to the Joint General Manager (Ops), DCIL, Visakhapatnam.
 - (i) Proof of Cost of Tender Documents should be submitted by way of NEFT/RTGS in favour of M/s. Dredging Corporation of India Limited.
 - (ii) Proof of EMD should be submitted by way of NEFT/RTGS/Bank Guarantee as per proforma in Annexure-I in favour of M/s. Dredging Corporation of India Limited.
 - (iii) Duly signed and filed Bid form.
 - (iv) A detailed list of unskilled labour maintained by the contractor and proposed to be deployed.
 - (v) Proof of experience in similar job(s) having executed such job(s) satisfactorily during last seven years.
 - (vi) Copy of labour licenses for previously executed works issued by Asst. Labour Commissioner or concerned authorities.

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- (vii) Audited balance sheet and profit/loss statements for the last three years ending 31st March'2020 (FY:2019-20, FY:2018-19 & FY:2017-18)
 - (viii) Duly signed Tender Documents.
 - (ix) Company's profile with copy of Permanent Account Number (PAN) in the Firm's name.
 - (x) Copy of Provident Fund Registration Number.
 - (xi) Copy of GST Number.
 - (xii) Authorisation for the Person signing the Tender (If the tender document is signed by the Owner/ proprietor of the firm, then also he shall authorise himself for the same.)
 - (xiii) Other Relevant certificates (Annexure- IV, V & VI) are to be enclosed with the bid.
 - (xiv) Vendor Form as per Annexure-VII
34. Tenderer shall ensure that his tendered amount as per Cover B shall not mention in any other document directly or indirectly.
35. In case, tenderer backs out after opening the tender or after issue of work order or modify his tender after opening, EMD of such tenderer shall be forfeited in favor of the corporation.
36. Upon opening technical bid, in case the tenderer not submitted their credentials and necessary required documents, specified time will be given for submission of documents. In case parties are failed to submit within the above specified time, their bid shall be summarily rejected.

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SPECIAL CONDITIONS AND SPECIFICATIONS

1. As the dredging operation is being carried round the clock on all days including Sundays and holidays, contractor will have to supply unskilled labour for onboard dredger works, project works and other misc. works on as and when required basis at Mangalore as per site requirement of DCI.
2. The contractor or his authorized representative should be present at the site to take instructions from Site In-Charge from time to time and comply with the instructions then and there.
3. To attend the onboard dredger maintenance works or other project works, the required number of labour will be informed from time to time by Project Manager/Master or his authorized representative. However, the exact number of workmen to be engaged per shift may vary depend upon the requirement. Site-In-Charge will inform the requirement of man power well in advance. The number of shifts and workmen to be operated will be at the sole discretion of Project Manager.
4. The Contractor should be in position to supply labour to attend emergency works and he should make good, within the least possible time so as not to hamper dredging operations and to avoid loss to the corporation. The Contractor should therefore be in a position to mobilize up to about 15 to 20 persons to carry out emergency dredging/other works as and when required basis.
5. If the labour supplied by the Contractor is incapable and incompetent or fails to execute the assigned works as instructed by Project Manager or his authorized representative, then the Contractor has to replace the concerned labour with immediate effect.
6. The rates quoted shall be valid for the total contract period of three years and any extension period. As per the work requirement, labour services are required for 3 months and extendable for another 2 more months on month to month basis as per project requirement / performance.
7. With regard to extended period, a work extension order will be issued with a notice period of (07) seven days.
8. The original contract/extended contract can be curtailed at any stage as per the discretion of DCI and in this regard a notice period 7 days will be given.
9. After completion of first year contract period i.e 2020-21, contractor will be informed formally to stop the services and kept in abeyance till issuance of 2nd year Work order for commencement of labour services.
10. The rates quoted shall be inclusive of hire charges of unskilled labour, ESI, PF and Insurance coverage to the labour, port charges, transportation, gate passes for labour & Port Entry/Exit permissions and all other taxes etc. Excl. GST. **The rates quoted /agreed shall be firm throughout the contract period including extension period and no enhancement in rates shall be entertained due to any reason.**
11. All statutory Taxes (Central/State) except GST in respect of this contract will be deemed to be inclusive in the quoted rate and the same will be payable by the contractor and DCI will not entertain any claim whatsoever in this respect. GST as applicable on actual shall be reimbursed by DCI on production of proof for payment to the authority.
12. The required tools/equipment for maintenance works onboard dredgers and other project works shall be supplied by DCI before commencement of said work and all the tools are to be returned on completion of the work to the Site-In-charge. The contractor is responsible for loss of tools and cost of the same will be recovered from the contractor's running bill or final bill or any dues to the contractor.
13. The Contractor shall submit labour license issued by concerned authorities to Project Office after commencing the work.
14. The Contractor should ensure that all the Port rules are duly observed and strictly complied with. The Contractor will be responsible for any loss or damage caused to the labour, DCI personnel and the third party and shall indemnify the corporation and New Mangalore Port Trust from any claims of such damages.
15. After issuing work order the contractor shall be informed about the time of supply of laborers well in advance and the contractor shall keep the labour ready as required.
16. The contractor has to make his own arrangements for transporting his own workmen to various

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work sites for attending above works at different places and back, also to take care of the welfare requirements of his workmen during their working hours. It is the responsibility of contractor to see that workmen are present at site for 8 hrs with work adjustment for lunch/tea break for half-an-hour.

17. The contractor has to make his own arrangements to provide a rest shed for the stay of his workmen, DCI personnel and New Mangalore Port Trust personnel at working site at his own cost and rental charges if any for the site occupied has to be borne by the Contractor. However, DCI will arrange allotment of Site wherever it is possible.
18. The Contractor has to make his own arrangements to provide his workmen with port entry/exit permissions from New Mangalore Port Trust, rain coats, safety shoes, helmets, drinking water and basic amenities and other protective gears during the working hours for smooth and safe functioning of the work.
19. In case of any breakdown or repairs to dredger or any other stoppage and unforeseen contingencies, the contractor shall be given advance notices for withdrawal of his workmen. This period will be treated as suspension of work and no payment or claims whatsoever will be admitted for suspension of work on "no work no pay" basis.
20. The contractor shall be responsible for the delays in work caused by the workmen intentionally go slow tactics and militant behavior of the workmen and such delays and stoppage of work shall be reckoned as absence of workmen. DCI has the right to execute the works of whatever nature through any other agency and means in view of urgency and the Contractor/Workmen shall have no claim and any such claim cannot be entertained by DCI.
21. The labour shall behave and perform their duties in a decent way without any quarrel since the work site is restricted places like Port, etc., In case any of them found not suitable, same person(s) shall be replaced immediately as per the directions of Project Manager/Site-in-charge.
22. The Contractor's workmen or employees shall under no circumstances be deemed to be DCI Employee(s) and the Contractor should hold himself full responsible for any which they or their heirs or dependents or representatives may have or make for damage or compensation for anything done or committed to be done in the course of carrying out the work whether arising on DCI premises or elsewhere.
23. The Contractor shall supply workmen preferable who has having past experience in working on board Dredgers/Vessels and nature of the work. The workmen shall report to the Site-In- Charge at correct time and on completion of work shall disembark/get down from the Dredger/Vessels without any disturbance to the Dredging operations and staff.
24. The Contractor should furnish the daily report of attendance in each shift to the Site-In-Charge without fail. The Contractor should acquaint himself with the work and working conditions of the site and locality and places of the work before quoting the rates and no claim will be entertained on this issue at a later date.
25. The wages, overtime, bonus, for his employees shall be paid by the Contractor and the rates quoted are deemed to have included the same.
26. The contractor and his employees should strictly follow precautionary measures for "COVID-19" and shall comply central/state rules & regulations pertaining to "COVID-19".
27. If the performance is not satisfactory, the Contractor will be notified in writing of the poor performance to correct it or to and in case the Contractor fails to improve the performance of the services, the DCI reserves the right to cancel the contract immediately after expiry of notice period and the Performance Security & Security Deposit may be forfeited.
28. In the event of early completion, temporary suspension of dredging/Project works/or closure of Mangalore Project Office, the services shall be suspended/ re-commenced by giving 3 (three) days notice to the Contractor.
29. **Payment:** The Contractor shall submit Running Account Bills *monthly* addressed to the Project Manager, Mangalore in duplicate along with logbook in original duly signed by DCI representatives. The bills shall be settled by Project Office, Mangalore basing on the logbook entries within 30 days from the date of submission of bill complete in all respects after deducting the

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Security Deposit, Income Tax etc. as applicable according to Government rules. The Performance Security and the security deposit shall be refunded after the payment of the final bill on successful completion of the contract including extension period.

30. Payment shall be made for the actual number of shifts the labour engaged including Sundays and holidays. No charges shall be paid for the period of non-engagement of labour.
31. Daily Attendance sheet/logbook is to be maintained by the contractor for the payment of services provided to be certified by DCI representative on daily basis and must be submitted along with the monthly invoice.
32. The wages, overtime, bonus, for his employees shall be paid by the Contractor and the rates quoted are deemed to have included the same and necessary P.F contributions have to be remitted by the Contractor to P.F. Authority every month, and the details to be submitted along with the monthly bill, failing which DCI shall recover an amount equal to 25.16% of the employees wages, i.e. 12% worker contribution + 12% employer contribution + 1.16% towards inspection charges or as amended from time to time by P.F. Authorities. DCI Ltd., will directly deposit such recovered amount to RPFC while settling the bills. The contractor shall furnish driver/employee Aadhar Card having date of birth DD/MM/YYYY format and front page of Bank pass book shall be submitted in advance to generate UAN (Universal Account Number) in EPF Portal.
33. If any sum recoverable from the contractor, the same shall be recovered from the sum due to the contractor against any current bill of the contractor and/ or from his Security Deposit/ or from any sums payable from other contracts with Corporation and shall be paid on demand as debt due to the Corporation.
34. The rate quoted vide schedule of the tender by the Tenderer is subject to conditions mentioned in general conditions, special conditions. Memorandum, Notice Inviting Tenders and other details enclosed in the tender documents.
35. The contractor and his employees should strictly follow precautionary measures for "COVID-19" and shall comply central/state rules & regulations pertaining to "COVID-19".
36. If the performance is not satisfactory, the Contractor will be notified in writing of the poor performance to correct it or to and in case the Contractor fails to improve the performance of the services, the DCI reserves the right to cancel the contract immediately after expiry of notice period and the Performance Security & Security Deposit may be forfeited.
37. In the event of early completion, temporary suspension of dredging/Project works/or closure of Mangalore Project Office, the services shall be suspended/ re-commenced by giving 3 (three) days notice to the Contractor.
38. Wages shall be paid by Contractor to the workmen directly without the intervention of any Jamadar or Thakedar and that the Contractor shall ensure that no amount by way of commission or otherwise deducted or recovered by the Jamadar from the wages of the workmen. The Contractor shall strictly comply with the various provisions of labour welfare statues like:
 - (i) Contract Labour (Regulation & Abolition) Act, 1970.
 - (ii) Inter-state Migrant Workmen (Regulation of employment and conditions of service) Act, 1947.
 - (iii) Industrial Dispute Act, 1947.
 - (iv) Payment of Gratuity Act, 1972.
 - (v) Equal Remuneration Act, 1976.
 - (vi) Employees P.F. & Misc. Provisions Act, 1952.
 - (vii) Minimum Wages Act, 1948.
 - (viii) ESI Act, 1948
 - (ix) Or as per relevant act as amended from time to time.

Signature of the Tenderer with seal

BID FORM

Date: _____

To
The Dredging Corporation of India Limited,
'Dredge House', HB Colony Main Road,
Visakhapatnam - 530 022.

Gentlemen,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *as per scope of work* 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 _____ 2020_____.

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Signature of the Tenderer with seal

DREDGING CORPORATION OF INDIA LIMITED**Dredge House, Visakhapatnam****BILL OF QUANTITIES**

Name of the work: Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust.

Period of Contract: Three years i.e. 2020-21, 2021-22, & 2022-23
Each year required 3 (Three) months from the date of issue of commencement order and extendable for another 2 more months on 'month to month' basis as per requirement/performance.

Sl. No.	Description of work	Unit	Qty	Rate (in Rs)	Amount (in Rs)
1	Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust as per the requirement and direction of Project Manager. Ex GST. <i>Note - (3 months for each year, same for 3 years)</i>	Per head per day of 8 Hrs shift	1800		
<u>Total Amount in figures and words</u>					

Note:

- 1) Above quoted rates are fixed for entire contract period of 3 years, i.e 2020-21,2021-22, & 2022-23 and no escalation will be payable
- 2) Quoted rates shall also be inclusive of hire charges of unskilled labour, ESI, PF and Insurance coverage to the labour, port charges, transportation, gate passes for labour & Port Entry/Exit permissions and all other taxes/dues excluding GST.

Signature of the Tenderer with seal

FORM OF BANK GUARANTEE
(IN LIEU OF EMD)

Bank Guarantee No.:

Date:

To
The Dredging Corporation of India,
Dredge House, HB Colony Main Road,
Visakhapatnam - 530022.

WHERE AS _____ (hereinafter) called "the Tenderer" has submitted its tender dated _____ for the execution of "*Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust*" (hereinafter called "the Tender") in favour of DREDGING CORPORATION OF INDIA LIMITED, "Dredge House", Main Road, HB Colony, Visakhapatnam - 530022 hereinafter called the "CORPORATION".

KNOW ALL MEN by these presents that we, _____ (Name of the bank with address) (hereinafter called "the Bank" are bound unto the Corporation for the sum of Rs.20,000/- (Rupees Twenty Thousand Only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
 - (a) during the period of Tender validity specified in the Tender,
 - OR
 - (b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to execute the Agreement, if required or
3. Fails to commence the work as per the Letter of Intent or Word Order

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.20,000/- (Rupees Twenty Thousand Only) and will remain in force up to 120 days from the date of opening or date fixed for 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 _____ day of _____ 2020

For

(Name of the bank with address)

Signature of the Tenderer with seal

FORM OF BANK GUARANTEE
(IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.:

Date:

To
The Dredging Corporation of India Limited,
'Dredge House', HB Colony Main Road,
Visakhapatnam - 530 022.

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 dated _____ made between DCI and Contractor for "*Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust*" (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 Rs. _____ (Rupees _____ Only),

1. We hereinafter referred to as "the Bank" at the request of M/s. _____ (Contractor) do hereby undertake to pay to the DCI an amount not exceeding Rs. _____ (Rupees _____ Only) against 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 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 Rs. _____ (Rupees _____ 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 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
Signature of the Tenderer with seal

accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us, we shall be discharged from all liability under this guarantee thereafter.

5. We further agree that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said 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 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 Rs._____ (Rupees_____Only).

Dated_____day of_____2020

For

(Name of the bank with address)

Signature of the Tenderer with seal

FORM OF CONTRACT AGREEMENT

This agreement made on _day of _ between **M/s. Dredging Corporation of India Limited**, a body under the Companies Act, 1956, having its registered Head Office at Visakhapatnam (hereinafter called "the EMPLOYER", which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office") of the one part and _____ (Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part, whereas the "Employer" is desirous of "*Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust*" and the Contractor has offered to "*Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust*" and whereas the CONTRACTOR has deposited a sum of Rs. _____ as Performance Security in the form of RTGS/NEFT for the due fulfillment of all the Conditions of the Contract:

Now this agreement witnesseth as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - The Contract Agreement.
 - The Tender submitted by the Contractor.
 - Instructions to Tenderer.
 - Conditions of Contract.
 - Specification for the Works.
 - Price Bid.
 - Work order.
 - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

Signature of the Tenderer with seal

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

CONTRACTOR

EMPLOYER

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Seal :

Seal :

In the presence of Witness

Signature :

Signature :

Name & Address :

Name & Address :

Signature of the Tenderer with seal

PROFORMA FOR EMPLOYMENT OF RELATIVES

Date:

To
The Joint General Manger (Operations)
M/s. Dredging Corporation of India Ltd.
Operations Dept., 3rd Floor,
"Dredge House", Main Road, HB Colony,
Seethammadhara,
Visakhapatnam-530022.

Sir,

Sub: Tender for "Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust"-Reg.

With reference to your Tender No.: DCI/OPS/NMPT/Labour/2020/ dated 08-09-2020 and as per Cl. No. 19 of GCC, 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'

We hereby certified that my relative(s) working as Officer in Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India is given below:

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

Thanking you,

Yours faithfully,

*Strike out whichever is not applicable.

Signature of the Tenderer with seal

PROFORMA FOR UNDERTAKING

Date:

To
The Joint General Manger (Operations)
M/s. Dredging Corporation of India Ltd.
Operations Dept., 3rd Floor,
“Dredge House”, Main Road, HB Colony,
Seethammadhara,
Visakhapatnam-530022.

Sir,

Sub: Tender for “Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust” -Reg.

With reference to your Tender No.: DCI/OPS/NMPT/Labour/2020/ dated 08-09-2020 and as per Cl. No. 20 of GCC, we hereby undertake that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

and,

As per Cl. No. 20 of GCC, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

PROFORMA FOR LITIGATION

Date:

To
The Joint General Manger (Operations)
M/s. Dredging Corporation of India Ltd.
Operations Dept., 3rd Floor,
“Dredge House”, Main Road, HB Colony,
Seethammadhara,
Visakhapatnam-530022.

Sir,

Sub: Tender for “Supply of Unskilled Labourers for attending on board Dredger(s)/Crafts and other project works on as and when required basis at New Mangalore Port Trust” -Reg.

With reference to your Tender No.: DCI/OPS/NMPT/Labour/2020/ dated 08-09-2020 and as per Cl. No. 21 of GCC, we hereby certified that, we do not have any current litigation with any party/ firms.

‘OR’

We hereby certified that presently we are having litigation with the following party/ firms:

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

Thanking you,

Yours faithfully,

*Strike out whichever is not applicable.

Signature of the Tenderer with seal

VENDOR FORM

1. Vender Details

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

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

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

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

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

Signature of the Tenderer with seal