## Dredging Corporation of India Limited Corporate Office::Visakhapatnam

DCI/OPS/NMPT/Boat/2020/

### **Corrigendum-I**

Name of Work: Supply, manning and running of one no. Wooden hull mechanised boat of

around 100 HP capacity for routine trips and other project works at NMPT,

Mangalore -Reg.

Ref: NIT No. DCI/OPS/NMPT/Boat/2020 dated 24-08-2020

Kind reference is invited to tender invited by DCI vide NIT No. DCI/OPS/NMPT/Boat/2020/dated 24-08-2020. The bidders are hereby informed that the tender conditions have been revised as follows:

Tender Ref.	Existing Condition	Revised Condition	
Clause No. 06 of Special conditions & specifications.  Page No.10/24	The services of boat shall be used and shall be available for 24 hours in a day for making maximum 4 trips to the dredgers, vessels, etc and payment shall be regulated subject to the availability of the boat. Additional trip may be engaged if required as per	The services of boat shall be used and the boat shall be available for 24 hours in a day for making maximum 4 trips to the dredgers,	

Jt. General Manager (Operations)

Date: 28-08-2020

Date: 24-08-2020



## DREDGING CORPORATION OF INDIA LIMITED CORPORATE OFFICE::VISAKHAPATNAM

DCI/OPS/NMPT/Boat/2020/

Name of the work: Supply, manning and running of one no. Wooden hull mechanised boat of

around 100 HP capacity for routine trips and other project works at NMPT,

Mangalore.

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

**Each year** required 4 (Four) 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 : 24-08-2020 to 06-09-2020 upto 18:00 Hrs.

2. Last date of submission : 07-09-2020 @ 15:00 Hrs.

3. Opening of tenders : 07-09-2020 @15:30 Hrs.

#### **Tender Submission Address:**

Joint General Manger (Operations)
M/s. Dredging Corporation of India Ltd.
Operations Dept., 3<sup>rd</sup> Floor,
"Dredge House", Main Road, HB Colony,
Seethammadhara,

Visakhapatnam-530022

E-mail ID: tvskumar@dcil.co.in,

kpramod@dcil.co.in

Mob: 9949825234/8978709004

Date: 24-08-2020

# DREDGING CORPORATION OF INDIA LIMITED CORPORATE OFFICE::VISAKHAPATNAM

DCI/OPS/NMPT/Boat/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, manning and running of one no. Wooden hull mechanised boat of around 100 HP capacity for routine trips and other project works at NMPT, Mangalore.
2.	Period of Contract	:	Three years i.e. 2020-21, 2021-22, & 2022-23.
			Each year required 4 (Four) 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:	:	<b>Rs.25,97,340/- Ex GST</b> and Rs.30,64,861/- incl GST of 18%
			for a contract period of 3 years.
4.	Last date of Submission	:	07-09-2020 up to 15.00 hrs
	of Tenders		
5.	Opening of Bids	:	07-09-2020 at 1530 hrs
6.	Tender fee	:	Rs.1,180/- inclusive of GST@18% through RTGS/ NEFT only.
7.	Earnest Money Deposit	:	Rs.30,650/- (Rupees Thirty Thousand Six Hundred and Fifty Only) through RTGS/ NEFT/BG as per Annexure-I
8.	Validity of the Tender	:	(90) Ninety days from the date of opening of Financial Bid.

Details of Bank account:	(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		
Bidders Shall Pay through	i. Cost of the Tender document		
NEFT/RTGS:	ii. EMD		
(Cheques/DDs shall not be accepted)	iii. Performance Guarantee (For L1 party only after issuance of Work Order)		
	<b>Note</b> : E-Receipt in respect of (i) Cost of tender document and		
	(ii) EMD is must and shall be attached to the tender document		
	in Cover -A.		

<u>Important Note:</u> Tenderers shall send mail to <u>treasury@dcil.co.in</u> for obtaining confirmation for the receipt of (i) Tender documents fees and (ii) EMD by furnishing details of firm/party, bank and UTR number etc.

DCI will acknowledge the receipt of the above after due verification. The receipts shall be enclosed along with the tender in cover A.

#### **PRE QUALIFICATION CRITERIA:**

#### Tenderer should possess the following minimum qualifying requirements:

#### Technical:

Should own **or** have hire agreement with owner of minimum one no. one no. Wooden hull mechanized boat of around 100 HP capacity for routine trips and other project works at NMPT, Mangalore

#### Financial:

- 1. Average Annual Financial Turnover of the company for the last three years ending March 2020 (FY: 2019-20, FY: 2018-19 & FY: 2017-18 shall be at least 7.79 Lakhs.
- 2. Experience of having successfully completed similar works during last seven years ending July, 2020 should be any of the following:-
- a. Three similar completed works costing not less than Rs.10.39 Lakhs. (Excl.GST & Taxes)

or

b. Two similar completed works costing not less than Rs.12.99 Lakhs. (Excl.GST & Taxes)

or

c. One similar completed work costing not less than Rs.20.78 Lakhs. (Excl.GST & Taxes)

The Detailed NIT and Complete Tender Document are hosted in web site www.tenders.gov.in and www.dcitendersonline.com, 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: <u>tvskumar@dcil.co.in</u>, <u>kpramod@dcil.co.in</u>

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, manning and running of one no. Wooden hull mechanised boat of

around 100 HP capacity for routine trips and other project works at

NMPT, Mangalore.

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

**Each year** required **4** (Four) 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 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, manning and running of one no. Wooden hull mechanised boat of around 100 HP capacity for routine trips and other project works at NMPT, Mangalore" from the competent bidders.

The period of contract is for three years, i.e. 2020-21, 2021-22 and 2022-23. Each year required for 4 months from the date of issue of commencement order and extendable for another 2 months on month to month basis based on project requirement/performance.

The boat offered by the contractor shall ply in all seasons round the clock in Mangalore port waters for carrying out to routine trips to dredgers, survey, diving works, for workshops, and other project works at NMPT, Mangalore.

The boat offered shall have seating arrangement for at least 10 persons and ceiling properly covered with Canopy protecting from sun and rain or permanent cabin for men and material. The manning maintained in the boat shall be qualified, experienced to operate boat and shall also engaged for diving and other project works as per requirement.

#### **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, manning and running of one no. Wooden hull mechanised boat of around 100 HP capacity for routine trips and other project works at NMPT, Mangalore".
- 3. The financial bid document should be kept in another separate sealed cover (Cover B) super scribing "Supply, manning and running of one no. Wooden hull mechanised boat of around 100 HP capacity for routine trips and other project works at NMPT, Mangalore".
- 4. The two bids covers (technical & financial) together should be kept in a single cover and must be submitted to "The Joint General Manager (Ops), M/s. Dredging Corporation of India Limited, Corporate Office, Dredge House, HB Colony, Visakhapatnam-530022" by 15:00 Hrs on or before 07-09-2020 in an envelope super scribed "TENDER FOR SUPPLY, MANNING AND RUNNING OF ONE NO. WOODEN HULL MECHANISED BOAT OF AROUND 100 HP CAPACITY FOR ROUTINE TRIPS AND OTHER PROJECT WORKS AT NMPT, MANGALORE"
- 5. Unsealed covers or tenders received beyond stipulated time and date are liable for rejection.
- 6. The bids will be opened on 07-09-2020 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 tender 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 shall 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, shall 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 2<sup>nd</sup> and for 3<sup>rd</sup> 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 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 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 till agreement entered. 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. Dredging corporation of India reserve the right
  - a. To cancel or with draw this enquiry at any stage without assigning any reason whatsoever and no further correspondence shall be entertained in this regard.
  - b. To reject or accept any tender offer irrespective of whether it is lowest /highest without assigning any reasons, whatsoever.
  - c. To extend or curtail the period of contract and

- d. To award the work not only on the basis of competitive rates but also on their credentials.
- 25. In the matter of interpretation of various rules, clauses, specifications, general/special conditions the decision of Joint General Manager (Ops) DCI Visakhapatnam shall be the final and binding on the tenderer

#### 26. 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 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.
- 27. 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.
- 28. 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.
- 29. Tenderer shall not be permitted for any change in the constitution of the tender except with the clear written consent of DCI.
- 30. DCI is no way liable or responsible regarding injury/loss of life of his workmen while on duty or any other claims arising out of employment of his workmen etc.,.
- 31. **Blacklisting:** In the event of failure or breach of the contractual obligations, the contractor/firm may be suspended/debarred and prevented from participating in the future tenders of the corporation for a specified period. The period of suspension/debarring and manner of suspension/debarring shall be decided by the competent authority.
- 32. <u>Liquidated Damages:</u> In case of any delay in commencement/non-supply of boat in specified time, liquidated damages @ 1% per week or part thereof of total billed value for that year, up to a maximum of 10% of the billed value shall be levied on contractor by DCI.
- 33. 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, 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.
- 34. The Tenderers should submit the cover 'A' (Technical bid) of the tender along with following documents and details super scribing the name of work such as "Supply, manning and running of one no. Wooden hull mechanised boat of around 100 HP capacity for routine trips and other project works at NMPT, Mangalore", addressed to the Joint General Manager (Ops), DCIL, Visakhapatnam
- (i) Proof of cost of tender document 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 from any nationalized bank payable at Visakhapatnam.
- (iii) Duly signed and filled bid form.
- (iv) Copy of Original certificate of registration etc., of the Boats offered to DCI including copy of existing insurance policies covering the marine hull, machinery of boats, crew and 10 nos passengers.
- (v) Copy of clear title of the Ownership of the Boat. If the tenderer is not the Owner of the Boat, necessary documents in support of the authorization or lease granted by the owner of the boat to the tenderer to offer and operate the mechanized boat by the tenderer till completion of the project. This authorization or lease shall be executed on stamp paper duly notarized.
- (vi) Proof of compliance with the harbor craft rules or any other rules and regulations in force.
- (vii) Proof of experience in similar job(s) having executed such job(s) satisfactorily during last seven years.
- (viii) Copy of the New Mangalore port valid license to ply the offered boat in and around NMPT waters.
- (ix) Duly signed Tender Documents.
- (x) Company's profile with copy of Permanent Account Number (PAN) in the Firm's name.
- (xi) Audited balance sheet and Profit/loss statement of company for the last 3 years, 2019-20, 2018-19, and 2017-18
- (xii) Copy of Provident Fund Registration Number.
- (xiii) Copy of GST Number.
- (xiv) Authorization for the person signing the tender
- (xv) Other relevant Annexures (Annexure IV, V, VI & VII) are to be enclosed with bid
- 35. Tenderer shall ensure that his tendered amount as per Cover B shall not mention in any other document directly or indirectly.
- 36. 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.
- 37. 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.
- 38. **Boats Inspections:** On opening technical bids, at the instructions of DCI and as part of technical bid evaluation, the participated tenderers shall arrange for inspection and trails of

- the boat offered in the tender to the representative of DCI within 3 days of such instructions and shall produce all certificates such as boat registration certificates, plying license, insurance, competency and insurance of crew hull, machinery and ownership document of the boat etc.
- 39. Suitable lifesaving equipment, firefighting equipment and first aid appliance shall be provided in the offered boat and shall available for use at all times and no liability shall be accepted by the corporation for any reason whatsoever in this regard.
- 40. The boat crew shall behave and perform their duties in a decent way without any quarrel since the work site is restricted place. In case any of them is found not suitable, same shall be replaced as per the directions of Project Manager.

#### SPECIAL CONDITIONS AND SPECIFICATIONS

- 1. Dredging Corporation of India Ltd is carrying out maintenance dredging at New Mangalore Port by deploying DCI dredger(s). in this connection the corporation desires to hire one wooden hull Mechanized boat of not less than 100 HP for routine services to the dredger(s), diving works, and other project works at New Mangalore Port waters.
- 2. The rates quoted shall be valid for the total contract period of three years and any extension period. As per the work requirement, each year boat services are required for 4 months (120 days) and extendable for another 2 more months on month to month basis as per project requirement/performance.
- 3. After completion of first year contract period i.e. 2020-21, contractor will be informed formally to stop the boat services and kept in abeyance till issuance of 2nd year Work order for commencement of taxi services and the same for 3rd year.
- 4. The boat shall also require to transport Lube oil drums/ empty drums and other materials of DCI dredger(s) from shore to Dredger(s') and vice versa. During that period the boat crew members assistance shall be utilized and no separate payment shall be made for such works.
- 5. The boat shall have the following amenities/ arrangements / provisions to utilize for project works
  - a. Boat shall be sufficient size and stability for safely carryout routine services, for diving works, and other project works in the site & sea conditions at New Mangalore Port waters throughout the contract period including extension period.
  - b. The horse power shall be around 100 HP.
  - c. All the required statutory certificates must remain valid throughout the period of contract including extension period if any.
  - d. The crew provided for manning the boat shall be qualified, experienced and competent to operate the boat.
  - e. Seating arrangement for at least 10 persons and ceiling properly covered with canopy protecting from Sun and Rain or permanent cabin for men and material.
  - f. Shall have adequate radio communication /cell phone communication, all statutory requirements such as Lifesaving Appliances, Firefighting Appliances, as per relevant rules.
  - g. Good maneuverability and ample space for transporting of men, material, stores, spares, etc. Experienced Helmsman, suitable arrangements for towing such as bollard and on aft and on forward.
- 6. The services of boat shall be used and shall be available for 24 hours in a day for making maximum 4 trips to the dredgers, vessels, etc and payment shall be regulated subject to the availability of the boat. Additional trip may be engaged if required as per agreed and accepted rates, terms & conditions.
- 7. Additional boat may be utilized for diving works on and as when required basis as per agreed and accepted rates, terms & conditions.
- 8. Rate quoted shall be inclusive of all port permissions/dues for plying in port waters, passes for crew, HSD fuel, lube oils and all consumables items for the boat operations inclusive of men, material etc, complete during the contract period including extension period and bills should be submitted in duplicate, i.e one original with one copy. 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.
- 9. The men and material required to be carried out in the boat shall be such as ships baggage, laundry cloths, dredge stores and spares, ship garbage, DCI personnel and workshop personnel, with workshop material etc. to maximum weight of 1.0 tonne

- 10. The boat should be capable to ply in all sea weather conditions of all the seasons in a year. The best suitable boat for the above purpose shall be selected and deployed.
- 11. As the dredging operation is to be carried out round the clock on all days including Sundays and holidays, contractor will have to supply the boat basing on corporation requisition irrespectively of Sundays and holidays at the rate quoted by the contractor and accepted by the corporation.
- 12. **Risk and cost**: The contractor shall ensure that there is no interruption in supply of boat to the dredger. Incase boat is under break down, substitute boat of capacity equivalent or more shall be arranged at his own cost failing which the corporation without prejudice to other remedies reserve the right to engage the boat through other agencies at the risk and cost of the contractor and shall deduct the sums from the contractor due bills or any other amounts due to the contractor. In the event of any dispute arising under this condition between the parties the decision of the Chief General Manager (CGM) DCI ltd Visakhapatnam shall be final and binding on both the parties.
- 13. **Extension of Contract:** The period of contract is for four (4) months each year and extendable for another two months on month basis with the same rate and terms and conditions. In case of curtailment of contract period, the contractor will be informed in advance by serving one week notice period. In either case the contractor shall not have any additional claim whatsoever. Contract will be terminated within 7 days' notice if the services of the contractor are found to be inadequate or unsatisfactory.
- 14. All the running expenses of contractor's boat and assisting accessories, wages, HSD fuel oil and lubricants, repairs servicing, labour maintenance etc. shall be entirely to the contractor's account.
- 15. Taxes, if any, port dues, wharfage, etc, for his boat is to be borne by the contractors and he shall see that valid documents are always available for verification and also the contractor should extend the validity of same during the extension period of contract.
- 16. The contractor shall obtain necessary permissions from port authorities for port entry of boat and crew. Same shall be available in the boat as required by New Mangalore port/DCI. The Contractor shall obtain necessary permissions for plying of their boats in Mangalore water from NMPT/Customs/CISF/other concerned agencies prior to the commencement of work. The plying permissions obtained shall be valid through the contract period and extension period. The expenses incurred for obtaining permissions shall be inclusive in rates quoted.
- 17. The contractor shall ensure that all the port rules are duly observed. The contractor will be responsible for any loss or damage caused to the vessels and personnel of DCI. NMPT property and the third party and shall indemnify the Corporation and New Mangalore Port from any claims of such damages.
- 18. Interim bills will be paid monthly on submission of interim bills within 30 days from the date of receipt of bill along with delivery challans duly certified by the Master of the concerned dredger(s).
- 19. Escalations such as fuel, material, labour, consumables shall not be paid.
- 20. Mobilisation and De-mobilisation of the boat(s) shall not be paid.
- 21. 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.

- 22. The rate quoted vide schedule of the tender by the tenderer is subject to conditions mentioned in general conditions, special conditions. Memorandum, notice inviting tender and other details enclosed in the tender documents.
- 23. The rate quoted by the contractor and accepted by DCI shale remain firm during entire contract period of 3 years. No other request for enhancement of rates shall be entertained at any stage.
- 24. The contractor and his employees should strictly follow precautionary measures for "COVID-19" and shall comply central/state rules & regulations pertaining to "COVID-19".

## **BID FORM**

_	Date:			
To The Dredging Corporation of India Limit 'Dredge House', HB Colony Main Road, Visakhapatnam – 530 022.	red,			
Gentlemen,				
we, the undersigned, offer to deliver a	uments, the receipt of which is hereby duly acknowledged, as per scope of work in conformity with the said bidding ams as may be ascertained in accordance with the Schedule Bid and made part of this Bid.			
We undertake, if our Bid is accept specified in the Schedule of Requiremen	ed, to provide the services in accordance with the schedule ts.			
If our bid is accepted, we undertake to provide a performance security in the form, in the mounts, 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.				
	ared and executed, this Bid, together with your written of award, shall constitute a binding Contract between us.			
We understand that you are not bound t	o accept the lowest or any bid you may receive.			
We certify/confirm that we combidding documents.	aply with the eligibility requirements as specified in the			
Dated this day of				
[Signature]	[In the capacity of]			
Duly authorized to sign Bid for and on bo	ehalf of			

#### PARTICULARS OF BOAT PROPOSED TO BE FURNISHED

SL.No.	Description	Details
01.	Name of the Owner	
02.	Builder's name and Address	
03.	Year of built	
04.	Whether steel hull or Wooden hull	
05.	Main dimensions and draft	
06.	Model & year of manufacture of Engine	
07.	Make of Engine	
08.	Horse Power of Engine	
09.	Speed of boat	
10.	Particulars of registry of boat, insurance covering Hull & Machinery and Crew.	
11.	Single screw or twin screw	
12.	<ul><li>a) Carrying capacity of persons</li><li>b) Carrying capacity of equipment and material</li></ul>	
13.	Communication system held operational condition on board.	
14.	a)LSA(Life Saving Appliances) b)FFA (Fire Fighting Appliances)	
15.	Place where the boat(s) is presently available.	

#### NOTE:

- (A) If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the boat should be submitted on stamp paper duly Notarized along with Tender.
- (B) The copies of Registration certificate, comprehensive insurance policy, PF particulars, GST Regn. No., copy of PAN Card, etc should be enclosed with the tender without fail.
- (C) Tenders received from Firms, without fulfillment of above, will be rejected.

#### **BILL OF QUANTITIES**

Name of the work: "Supply, manning and running of one no. Wooden hull mechanised boat of

around 100 HP capacity for routine trips and other project works at

NMPT, Mangalore".

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

**Each year** required 4 (Four) 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	Amount
1.	Charges for Supply, manning and running of One no. wooden hull mechanised boat of around 100 HP capacity making maximum of 4 trips for routine services to DCI dredgers around the clock at NMPT, Mangalore inclusive of all cost of fuel, material, lubes, labour, watch keeping, repairs, cost, mobilization, demobilization, charges and all other costs inclusive excluding GST.  Note - (120 days for each year, same for 3 years)	Per day of 24 Hrs working or prorate	360 days		
2.	Charges for extra trips beyond 4 trips in a day inclusive of all costs of fuel, material, lubes, labour, watch keeping, repair cost, mobilisation, demibolisation charges and all other taxes/costs inclusive excluding GST  Note: (considering 2 additional trips per day and 30 days per month for 4 months = requirement of additional trips = 240 trips per 4 months and 720 trips for 3 years.	Per trip	720		
3.	Charges for Supply, manning and running of One no. wooden hull mechanised boat of around 100 HP capacity for diving works at NMPT, Mangalore inclusive of all cost of fuel, material, lubes, labour, watch keeping, repairs, cost, mobilization, demobilization, charges and all other costs inclusive excluding GST.  Note: 1time per month x 4 months x 3 yrs	Per day of 10 hrs or prorate	12		
4.	Charges for Supply, manning and running of One no. wooden hull mechanised boat of around 100 HP capacity for making <b>Outer Anchorage</b> at NMPT, Mangalore inclusive of all cost of fuel, material, lubes, labour, watch keeping, repairs, cost, mobilisation, demibilisation, charges and all other costs inclusive excluding GST.  Note: 2 trips/month x 4 months x 3 years	Per trip	24		
	TOTAL Amount without GST				
	TOTAL Amount with GST				

#### 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 be inclusive of all charges, taxes, dues all incl excluding GST.

Signature of the Tenderer with seal

#### Annexure-I

# FORM OF BANK GUARANTEE (IN LIEU OF EMD)

Bank Guarantee No.:

Date:
To State of the st
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, manning and running of one no. Wooden hull
mechanised boat of around 100 HP capacity for routine trips and other project works at NMPT, Mangalore" (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.30,650/- (Rupees Thirty Thousand Six Hundred and Fifty 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 aggentance of his Tanday by the Corneration during the
(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 Work 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.30,650/- (Rupees Thirty Thousand Six Hundred and Fifty 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.
Datedday of2020
For
(Name of the bank with address)
(Traine of the bank with addition)

# 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.

Plot N "DCI")	<del></del> •	First Floor, SCOPE MINAR, ia (herein after called the stered Office at mand under the terms and
	ns of an Agreement/Contract/Work Order dated tractor for "Supply, manning and running of one no. Wooder	
	$100~\mathrm{HP}$ capacity for routine trips and other project works at N	
	lled the said "Agreement"), of Security Deposit for the du	
	for of the terms and conditions contained in the said Agreement ee for RsOnly),	t, on production of a Bank
1. We	ereinafter referred to as "the Bank" at the request of M/s	
	ractor) do hereby undertake to pay to the DCI an amount not ex	
-	eesOnly) against any loss or damage caused t	
cau	d to or suffered by the DCI by reason of any breach of the said	d Contractor of any of the
teri	and conditions contained in the said Agreement.	
any tha suff con the amo	o hereby undertake to pay the amounts due and payable under the merely on a demand and without reference to the Contraction of the DCI by reason of breach by the said Contractor tions contained in the said Agreement or by reason of the Contract Agreement. Any such demand made on the Bank shall be not due and payable by the Bank under this guarantee. Howeventee shall be restricted to an amount not exceeding RsOnly).	actor from the DCI stating or would be caused to or of any of the terms or tractor's failure to perform conclusive as regards the er, our liability under this

- 3. We undertake to pay to the DCI any money so demanded not withstanding 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 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 (RupeesOnly).
	Datedday of2020
	For
	(Name of the hank with address)

## FORM OF CONTRACT AGREEMENT

individe "CONT deemes success and ru and ot and ru and ot sum of	Limited, a body under the Companies Act, 1956, having its registered Head Office at apatnam (hereinafter called "the EMPLOYER", which expression shall unless excluded by or nant to the context, be deemed to include their successors in office") of the one part and (Name and address of the CONTRACTOR if any dual and of all partners if a Partnership with all their addresses) (hereinafter called the TRACTOR" which expression shall unless excluded by or repugnant to the context, be ed to include his/their heirs, executors, administrators, representatives and assigns or issors in office) of the Other Part, whereas the "Employer" is desirous of "Supply, manning anning of one no. Wooden hull mechanised boat of around 100 HP capacity for routine trips ther project works at NMPT, Mangalore" and the Contractor has offered to "Supply, manning anning of one no. Wooden hull mechanised boat of around 100 HP capacity for routine trips there project works at NMPT, Mangalore" and whereas the CONTRACTOR has deposited a free project works at NMPT, Mangalore" and whereas the CONTRACTOR has deposited a free as Performance Security in the form of RTGS/NEFT for the due ment of all the Conditions of the Contract:
Now t	his 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.
	<ul> <li>Conditions of Contract.</li> </ul>
	<ul> <li>Specification for the Works.</li> </ul>
	Price Bid.
	Work order.
	<ul> <li>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).</li> </ul>
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

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	:

#### **PROFORMA FOR EMPLOYMENT OF RELATIVES**

Date	
Date	::

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

Sir,

Sub: Supply, manning and running of one no. Wooden hull mechanised boat of around 100 HP capacity for routine trips and other project works at NMPT, Mangalore"–Reg.

With reference to your Tender No.: DCI/OPS/NMPT/Boat/2020/ dated 24-08-2020 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 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., is given below:

1						 	 	 				
4						 		 				
m)	,											
Th	anl	kın	gу	0	u,							

Yours faithfully,

\*Strike out whichever is not applicable.

#### **PROFORMA FOR UNDERTAKING**

-				
11	10	+	^	,
1,	ď	H.	С	

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: Supply, manning and running of one no. Wooden hull mechanised boat of around 100 HP capacity for routine trips and other project works at NMPT, Mangalore"–Reg.

With reference to your Tender No.: DCI/OPS/NMPT/Boat/2020/ dated 24-08-2020 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,

	PROFORMA FOR LITIGATION
	Date:
To	
The Joint Ger	neral Manger (Operations)
M/s. Dredgir	ng Corporation of India Ltd.
Operations D	Dept., 3 <sup>rd</sup> Floor,
"Dredge Hou	se", Main Road, HB Colony,
Seethammad	lhara,
Visakhapatn	am-530022.
Sir,	
-	oply, manning and running of one no. Wooden hull mechanised boat of around 100 capacity for routine trips and other project works at NMPT, Mangalore"–Reg.
	rence to your Tender No.: DCI/OPS/NMPT/Boat/2020/ dated 24-08-2020 and as per GCC, we hereby certified that, we do not have any current litigation with any party,
	'OR'
We hereb	y certified that presently we are having litigation with the following party/ firms:
1	
2	
3	
4	
Thankin	g you,
	Yours faithfully

\*Strike out whichever is not applicable.

## **VENDOR FORM**

1.	<u>Vendor Details</u>	
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 Regis	stration 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 ca	ncelled cheque needs to be attached)
a)	Bank Name, Branch & City	:
b)	Bank Account Number	:
c)	IFSC	: