

Ref: DCI/POVSP/VPT/CRANE/2019-20

Date: 19.08.2019

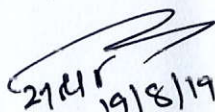
Dredging Corporation of India Limited
Visakhapatnam

Sub: Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at **Visakhapatnam and Gangavaram** Port on as and when required basis- Addendum-Reg.

Ref: NIT No.DCI/POVSP/VPT/CRANE/2019-20 ,dated: 08.08.2019

In continuation to the NIT dated 08.08.2019, the Addendum is attached herewith for your reference and Bidders are requested to make note of the above information/modifications .

All the other terms and conditions are unaltered.


21/8/19
Project Manager

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: VISAKHAPATNAM

Sub:- Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at **Visakhapatnam and Gangavaram Port** on as and when required basis.

BILL OF QUANTITIES

Sl. No.	Item	Unit	Offered rate per unit (Rs.) for long Boom				
			10 Tons capacity	12 Tons capacity	15 Tons capacity	30-35 Tons capacity	40 Tons capacity
			Rate	Rate	Rate	Rate	Rate
1.	Supply, manning and operating Hydra Crane for pipeline / miscellaneous works at VPT and GPL, including lube oil, fuel, slings, men and material etc., all inclusive except GST. Idle time charges	Per shift of 4 hrs.					
		Per Hour					
2.	Supply, manning and operating Hydra Crane for pipeline / miscellaneous works at VPT and GPL, including lube oil, fuel, slings, men and material etc., all inclusive except GST. Idle time charges	Per shift of 8 hrs.					
		Per Hour					
3.	Supply, manning and operating Hydra Crane for pipeline / miscellaneous works at VPT and GPL, including lube oil, fuel, slings, men and material etc., all inclusive except GST. Idle time charges	Per hr. beyond 8 hrs.					
		Per Hour					

Note: Addendum shall form part of the bid document and shall be duly signed and submitted along with bid by the bidder.

Should this tender be accepted, I / we hereby agree to abide by and fulfill all the terms and conditions of the conditions contained in the General Conditions, specifications and scope of work, which have been read by me / read and explained to me so far as applicable or in default there of to agree to set off the extra cost if any, for carrying out the work at my / our risk and cost, against

Signature of the contractor and seal

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: VISAKHAPATNAM

Ref: DCIL/PO.VSP/VPT/HIRING OF CRANE/2019-20

Date: 09-08-2019

TENDER DOCUMENT
FOR

Name of Work: Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at Visakhapatnam Port and Gangavaram Port on as and when required basis"- Reg.

ISSUED TO:

M/s.-----

Project Manager

CONTRACTOR

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: VISAKHAPATNAM

Ref: DCIL/PO.VSP/HIRING OF CRANE/2019-20

Date: 09-08-2019

TENDER DOCUMENTS

FOR

Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at Visakhapatnam and Gangavaram Port on as and when required basis" - Reg.

TECHNICAL BID

CONTRACTOR

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: VISAKHAPATNAM

NOTICE INVITING TENDER

1.NIT No: DCI/POVSP/HIRING OF CRANE/2019, Date: 09-08-2019
2. Name of the work: Hiring of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at Visakhapatnam and Gangavaram Port on as and when required basis.
3.Tender documents downloading from : 09/08/2019 @10:00Hrs to 22-08-2019 up to 1100 Hrs
4.Cost of tender documents : Rs.1180/- (Rupees One thousand one hundred and eighty only) Incl GST
5. Contact persons: PROJECT MANAGER M/s. Dredging Corporation of India Ltd. 5 th Floor, "Dredge House", Port Area, <u>Visakhapatnam-530 001</u> .Tele PHONE No. 0891-2871356/336 E-mail ID: povsp@dcil.co.in / Psatyam@dcil.co.in
Visit: https://eprocure.gov.in and www.dredge-india.com for more details.

PROJECT MANAGER

CONTRACTOR

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: VISAKHAPATNAM

DCIL/PO.VSP/VPT/HIRING OF CRANE/2019-20

Date: 09-08-2019

Sealed Tenders are invited in two covers (i.e.) Cover-A "Techno-Commercial Bid", Cover-B "Price Bid" by DREDGING CORPORATION OF INDIA LIMITED, Project Office, Visakhapatnam from competent and experienced contractors for rendering the following works

1. Name of the Work : Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at Visakhapatnam and Gangavaram Port on as and when required basis in a year for assembling and dismantling of floating pipeline in Port waters, shifting of pipeline equipment and other works, loading and unloading, shifting of Pipeline Materials, dredgers materials etc., at our stockyards in and around site office Lovagardens and RK Beach etc areas.
2. Period of Contract : Two years from the date of issue of work order and extendable for further one more year with the same rates, terms and conditions
3. Earnest Money Deposit : Rs.27, 500/- (Rupees Twenty Seven Thousand and five hundred Only) by way of NEFT/RTGS.
Bank Details for payment through NEFT payment as follows:
DCI CURRENT A/C NO.35833070000014
BANK NAME: SYNDICATE BANK
BRANCH NAME: DCI LTD, PORT AREA BRANCH, VISAKHAPATNAM
530001: IFSC/RTGS NO. SYNBO003583
SWIFT CODE NO. SYNBINBB032 : GST No. 37AAACD6021B1ZB
4. Estimated Value of the work : Rs. 27,43,330.00 (Excl. GST & Taxes)
5. Issue of Tenders through DCI website : The tender documents can be down loaded from 09-08-2019 to 22-08-2019 up to 11.00 hrs.
6. Last date of receipt of Tenders : On 22.08.2019 up to 1500 Hrs. at DCI Project Office, 5th floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530 001.
7. Date and time of opening of Technical bid : On 22.08.2019 at 1530 Hrs. in the DCI Project Office, 5th floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam - 530 001.
8. Cost of Tender Documents : Rs.1180/- (One thousand One hundred and eighty Only) (Inclusive of GST) by way of NEFT/RTGS.
Bank Details for payment through NEFT payment as follows:
DCI CURRENT A/C NO.35833070000014, BANK NAME: SYNDICATE BANK
BRANCH NAME: DCI LTD, PORT AREA BRANCH, VISAKHAPATNAM – 530001
IFSC/RTGS NO. SYNBO003583
SWIFT CODE NO. SYNBINBB032
GST No. 37AAACD6021B1ZB

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Interested eligible parties may download the tender document from the following websites: <https://eprocure.gov.in> and www.dredge-india.com. The payment towards cost of tender document and EMD shall be made through NEFT/RTGS in favour of Dredging Corporation of India Limited, Visakhapatnam, payable at Visakhapatnam. The downloading of document shall be carried out strictly as per the provision 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.

PRE-QUALIFICATION CRITERIA:

Experience of having successfully completed the work "Supply, Manning & Operating of Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity cranes on hire basis" during last seven years ending March' 2019 should be any of the following:

- Three Similar Completed works each costing not less than the amount of Rs.10.975 Lakhs (Excl.GST& Tax)
- OR
- Two similar completed works each costing not less than the amount of Rs.13.72 Lakhs (Excl.GST& Tax)
-
- OR
- One Similar Completed work Costing not less than the amount of Rs.21.95 Lakhs. (Excl.GST& Tax)

1. Average Annual Financial Turn over Auditor balance sheet during the last three years ending 31st March '2019 should be at least Rs.8.23 Lakhs. (Excl. GST & Tax).

Tenderer shall send mail to treasury@dcil.co.in for obtaining confirmation for the receipt of tender documents fees and EMD by furnishing details for firm/party, Bank UTR number etc., DCI will acknowledge the receipt of the above due verification. The receipt to be enclosed along with the Technical Bid (Cover-A). tenderers may contact the following address for clarifications regarding sale of Tender documents, submission receipt of tender etc., from 10.00 hrs. to 17.00 hrs on all working days.

PROJECT MANAGER

M/s. Dredging Corporation of India Ltd.

5th Floor, "Dredge House", Port Area,

Visakhapatnam-530 001.Tele PHONE No. 0891-2871356/336

E-mail ID: povsp@dcil.co.in / Psatyam@dcil.co.in

Dredging Corporation of India Ltd. reserves the right to:

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

PROJECT MANAGER

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SCOPE OF WORK

Dredging corporation of India Limited, Project Office Visakhapatnam is carrying out Maintenance dredging assignments with trailer suction Dredgers / Cutter suction dredgers for Visakhapatnam Port Trust. In this connection, the corporation desires to hire one number tyre mounted mobile crane with telescopic boom and Different lifting capacity cranes for assemble of floating pipes line near MPT "on as and when required basis". The work consists of loading and launching of 12 mts. long self floating pipes, 800 mm dia 10 / 12 mts. long M.S.pipes and 8mts. long flat floaters, anchors etc. into water and also lift from the water after completion of dredging. The hired cranes shall also be engaged for loading and unloading, shifting of Pipeline Materials, dredgers materials and other miscellaneous project works, etc., at our stockyards/Site office Lovagarden and RK Beach, in and around Port area. The tenderer may submit his rates as per the following format given in the Annexure-1 enclosed to this tender.

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DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: VISAKHAPATNAM

Sub: - Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at Visakhapatnam and Gangavaram Port on as and when required basis.

BILL OF QUANTITIES

Sl. No.	Item	Unit	Offered rate per unit (Rs.) for long Boom				
			10 Tons capacity Rate	12 Tons capacity Rate	15 Tons capacity Rate	30 Tons capacity Rate	45 Tons capacity Rate
1.	(a) Supply, manning and operating Hydra Crane for pipeline / miscellaneous works at MPT, including lube oil, fuel, slings, etc., all inclusive except GST.	Per shift of 4 hrs.					
	(b) Idle time charges	Per Hour					
2.	(a) Supply, manning and operating Hydra Crane for pipeline / miscellaneous works at MPT, including lube oil, fuel, slings, etc., all inclusive except GST.	Per shift of 8 hrs.					
	(b) Idle time charges	Per Hour					
3.	(a) Supply, manning and operating Hydra Crane for pipeline / miscellaneous works at MPT, including lube oil, fuel, slings, etc., all inclusive except GST.	Per hr. beyond 8 hrs.					
	(b) Idle time charges	Per Hour					

Should this tender be accepted, I / we hereby agree to abide by and fulfill all the terms and conditions of the conditions contained in the General Conditions, specifications and scope of work, which have been ready by me / read and explained to me so far as applicable or in default there of to agree to set off the extra cost if any, for carrying out the work at my / our risk and cost, against

CONTRACTOR

the security deposit available with the Dredging Corporation of India Limited or its successors and to pay the Dredging Corporation of India Limited or its successors on demand as debit due my amount required to meet the extra cost of carrying out the work over and above Security Deposit furnished by me / us and / or Security Deposit recovered from my / our interim bills.

The sum of Rs 27,500/- (Rupees Twenty seven Thousand five hundred only) deposited a Earnest Money deposit for the work to Dredging Corporation of India Limited, the full value of which to be absolutely forfeited to the Dredging Corporation of India Limited or its successors in office with out prejudice to any other rights or remedies of the said Dredging Corporation of India Limited or its successors in office should I / we fail to commence the work specified in the above Memorandum.

SIGNATURE OF CONTRACTOR
BEFORE SUBMISSION OF TENDER

DATED

SIGNATURE OF WITNESS TO
CONTRACTOR'S SIGNATURE

WITNESS:
ADDRESS:

CONTRACTOR

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: VISAKHAPATNAM

GENERAL CONDITIONS of CONTRACT:

Instructions to the Tenderers :-

1. The tender for the work will be on Single bid, two cover system. The main sealed cover of the subject tender contains two covers, sealed cover -A and sealed cover-B.
 - 1.1 The Tenderer shall put all the connected/ relevant documents mentioned at 14 (a) of GCC along with EMD amount of Rs.27,500/- by way of E-payment in favour of Dredging Corporation of India Ltd, Drawn on Visakhapatnam in the cover-A and "super-scribed with the words "Hiring of one No. Tyre mounted mobile crane with 45 to 50 feet long telescopic boom and lifting capacity of about 45 to 35 tons and Escort Hydra crane of 10 / 12 / 15 tons lifting capacity on as and when required basis for Project use at Mormugoa Port."
 - 1.2 The Tenderer shall put only bill of quantities mentioned at 14(b) of GCC in "Sealed Cover B", The financial bid should contain only the tendered rates and super-scribed with the words "Hiring of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at Visakhapatnam and Gangavaram Port on as and when required basis for Project use at Visakhapatnam and other places in and around Visakhapatnam Port." and sealed. The financial bid shall not contain anything other than the single sheet of bill of quantities duly filled with the competitive rates.
 - 1.3 The Tenderer shall put Sealed cover-A and cover-B in one cover and super-scribed with the words "Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at Visakhapatnam and Gangavaram Port on as and when required basis for Project use Visakhapatnam." Same to be in sealed cover, submitted on or before 1500 Hrs at 22-08-2019 at DCI Project Office, Visakhapatnam-530001.
2. The main cover and Cover-'A' "Technical Bid" will be opened at 1530 hrs on 22/08/2019 At Project Office, M/s. Dredging Corporation of India limited, 5th Floor, "Dredge House", Port Area Visakhapatnam-530 001. The Cover-B "Financial Bid" of those Tenderers found technically qualified will be opened on a suitable date which will be informed separately.
3. The bidders are requested to inspect the site before quoting their rates and acquaint themselves with the scope of work, Site conditions and seek clarifications if any from the site in charge, No extra claim shall be entertained on this account at later stage.
4. The Tender shall be valid for acceptance for a period of 120 days from the date of opening of the Tender. In case of modification to the tender, backing out and any abnormal delay in commencement of the work by the bidder, their EMD amount will be forfeited.
5. EMD amount of Rs.27,500/- (Rupees Twenty Seven Thousand five hundred only) Should be submitted along with through NEFT/RTGS in favour of "Dredging Corporation of India Ltd.," from any nationalized bank payable at Visakhapatnam.
6. Tender received without EMD as specified or with less amount of EMD and which do not fulfill all or any of the conditions stipulated in the tender or incomplete in any respect are liable to be rejected summarily.

CONTRACTOR

7. The EMD shall be refunded to the unsuccessful Tenderer without interest after finalization of the tender. The EMD submitted by the successful Tenderer shall be converted into security deposit and released with satisfactory completion of contract without interest.
8. For due fulfillment of this contract, the security Deposit @ 5% shall be recovered from your Running account bills. The EMD shall be treated as part of the security deposit. The security deposit shall be retained by corporation till the satisfactory completion of the contract and is final.
9. The Tenderer should sign on all pages of the tender documents before submitting the tender. The contractor should quote his rates both in figures as well as in words in the bill of quantities. However, if any discrepancy is found, the rates written in words shall be taken as the rate quoted.
10. DCI shall not hold any responsibility in case of any injuries, loss to the workmen employed by the contractor and DCI shall be indemnified against all claims that may arise on account of anything during the period of contract and the contractor is solely responsible for all such claims if any.
11. The contractor is responsible for taking all precautionary measures for safety of the crane, lives of all persons employed/working under him, while launching, assembling, dismantling, lifting and stacking of pipeline equipments. The responsibility arising due to any compensation etc, there of lies entirely on the part of contractor.
12. The contractor will have to give a certificate that he is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Surface Transport, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd.
13. The tenderer shall have to give a certificate that the contractor had 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 the bid process and have not committed any offence under the PC Act in connection the bid.
14. The contractor shall have to give a certificate that the contractor shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.
- 15.(a)The tenderer should submit the filled technical bid of the tender along with following documents and details super-scribing the name of the work and date of opening etc., duly addressed to Project Manager M/s. Dredging Corporation of India limited, , 5th Floor, "Dredge House", Port Area Visakhapatnam-530 001, in a separate sealed cover 'A'.
- 15.1 Duly filled and signed Bid Form.
- 15.2 A list of works tendered for and in hand/being executed as on the date of submission of tender. (If any).
- 15.3 A detailed list of Cranes / equipment available with the renderer and which are proposed for deployment for the work under consideration including their specification.
- 15.4 Documentary evidence of similar works carried out previously established in accordance with the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. Copies of Authentic performance certificates such as Work Order/ Agreement/Work Completion Certificate obtained from the client indicating the bidder has carried out similar works successfully to be produced to establish the credibility mentioning total value of work and period of completion of work.

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- 15.5 Copies of original certificates of registration etc., of the Cranes (s) proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the Cranes.
- 15.6 Copy of clear title of the ownership of the Cranes. If the tenderer is not the owner of the Cranes, necessary documents in support of the authorization or lease granted by the owner of the Cranes to the tenderer to offer and operate the Hydra Cranes by the tenderer. This authorization or lease agreement shall be executed on a stamp paper duly notarized.
- 15.7 Proof of Compliance with the RTO Rules or any other Rules and Regulations in force.
- 15.8 Audited balance sheet for the last three years ending 31st March'2019.
- 15.9 Proof of Earnest Money Deposit through NEFT/RTGS furnished.
- 15.10 PAN Number issued by Income Tax Authorities.
- 15.11 GST Registration Number.
- 15.12 Bank Details along with 'Cancelled Cheque'.
- 15.13 Registration with provident fund authorities.
- 15.14 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- 15.15 Copies of original document defining place of registration and principal place of business of the company or partnership.
- 15.16 Certificate for relatives in accordance with Clause No. 12 of GCC.
- 15.17 Undertaking certificate in accordance with Clause No. 14 of GCC.
- 15.18 Information regarding any current litigation in which the tenderer is involved in accordance with Clause No. 13 of GCC.
- 15.19 Vendor Registration Form.
- 15.20 Downloaded Tender Document duly signed on all the pages by tenderer.
- 15(b) Only Bill of Quantities duly filled with the competitive rates and nothing else in a separate sealed cover 'B'
- 16 Income Tax and other applicable taxes will be recovered as per the rules in force from the contractor's bills and IT deduction Certificate shall be issued to the contractor. If any new taxes levied by the State/Central Government which may be payable under this contract, same shall be borne by the contractor. In case of the failure, DCI shall pay from the dues to the contractor.
17. The rates offered shall be also be inclusive of all taxes viz, Income Tax, etc. and No additional claim what so ever shall be entertained. And also the contractor has to submit Income Tax PAN No. & GST registration No. etc. GST will be reimbursed to the contractor on proof of payment to the GST authorities.
18. If any Tender backs out after opening of the Tender or after issue of work order or modifies his tender prior to submission and same were found at later stage, the EMD of such Tenderer will be forfeited in favor of Corporation.
19. No tender document will be issued after the prescribed last date and time fixed for the issue of the tender.
20. In the matter of interpretation of various rules, general conditions and specifications etc., decision of Project Manager shall be final and binding on the contractor.
21. Should any dispute or difference arise between the Corporation and the contractor in connection with this contract or as to the rights and liabilities of the parties hereto (except where otherwise provided in the contract) shall be referred to arbitrations by a sole arbitrator, a person to be nominated and appointed by the Managing director, Dredging Corporation of India Ltd., Visakhapatnam and award of the sole arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the arbitration and the conciliation Act, 1996. The Arbitrator shall give a reasoned award. It shall be in accordance.

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22. with the provisions of the Arbitration and Conciliation Act, 1996 or anti-statutory modification or re-enactment thereof. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre-reference period of pendent elite. The venue for the arbitration shall be Visakhapatnam and the courts at Vsakhapatnam, shall have exclusive jurisdiction on all matters with reference to this contract.
23. This contract shall be governed by the Indian Contract Act, 1872 and in case of dispute, the same will be referred to the jurisdiction of the courts of law at Visakhapatnam only.
24. Contract Agreement : After receipt of work order and within 07 (Seven) days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.100/- stamp paper to be prepared by him in the form annexed hereto. 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. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 7(Seven) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.
- 25 Performance Security
- 25.1 Successful tenderer shall be required to furnish an amount equivalent to 05% of the value of the contract by way of NEFT/RTGS/ Bank Guarantee in favor of Dredging Corporation of India Limited payable at Visakhapatnam within 07 (Seven days) from the date of issue of Work Order. Failure of the successful Bidder to furnish Performance Security within 07 (Seven) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD. If Bank Guarantee is submitted against Performance Security, it should be valid till 90 days beyond completion of contract.
- 25.2 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 5 (Five) days from the date of issue of the Work Order.
- 25.3 Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by DCI Project Manager or its representative.
- 26 Liquidated Damages: In case of any delay/ non-supply of Cranes 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.
- 27 Termination for Convenience: The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of 03 days will be given.
- 28 Black listing: In the event of failure of beech of the contractual obligations, the contractors/firm may be blacklisted and reverted from participation in the further Tenders of the corporation for a specified period. The period of blacklist and manner of blacklist can be decided by Competent Authority.
- 29 The tenderer should have VPT licenses to operate the cranes at port premises and Port entry passes/RFID passes for men, vehicle and materials if any, is on tenderer account.

CONTRACTOR

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: Visakhapatnam

SPECIAL CONDITIONS:

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

- 1 The rates offered by the bidder shall be inclusive of Crane hire charges, all cost of consumables, tools & tackles, handing charges, man power operation of crane and with two helpers etc inclusive of all Taxes except GST.
- 2 The contractor should have different length and different capacity of slings and shackles etc. for the work entrusted.
- 3 Gate pass for Crane, men and materials has to be arranged by the Contractor. DCI is not responsible for any delay on this account.
4. Crane will be engaged on as and when required basis and payment shall be made as per the rate quoted in BOQ, if the engagement is less than 4 hours or more than 8hrs. Crane engagement time shall be counted from the time of reporting and departure at Project office only.
5. The contractor shall supply the crane on as and when required by DCI on after receipt of the notice from DCI. In this connection 24 Hrs advance notice will be served to the contractor by PO, VSP, which also included Sundays and holidays. The rate offered shall be inclusive of overtime, Beta etc., if to be paid on Sundays and Holidays to workmen engaged on cranes.
6. Crane will be engaged on as and when required by the project office.
7. Payment will be made within 30 days of the submission of bill in duplicate along with log book / log sheet duly signed by duly Sr. Tech (PL) / Site –In- Charge (PL). However the contractor should settle the wages to the workmen employed by him from his own resources without waiting till the payment is released by DCI Ltd.
8. If the contractor failed to supply the crane within the stipulated time and hampered the DCI works, Corporation will engage another suitable capacity crane through other agencies and carry out the work with his risk and cost.
9. The successful contractor should place the crane, which is in good working condition and roadworthiness with all the documents and valid certificates.
10. In case of any break down of crane, the contractor should arrange same or higher capacity crane at his own risk and cost immediately, the break down hours of the crane shall be deducted from the period of engagement and payment will be restricted for actual working period.
11. Contractor shall employ only certified and experience operators and helpers.

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12. All the running expenses of Contractor's Crane, operator & helper wages, Operator & helper beta, HSD oil and lubricants, repairs, maintenance etc. shall be entirely to the Contractor's account and shall be deemed to be included in the rates offered. No change in rates or escalation is payable by any reason of increase in wages, POL rates etc.
13. No Escalation charges due to hike in the price of fuel lubricants and other consumables etc. shall be admissible during the period of contract. The rate quoted in the tender shall include all such contingencies and continue to be the same through out the tenure of the contract including the extended period, if any.
14. Contractor shall maintain proper logbook for the period of operation of the crane. The log entries shall be signed by the duly supervisor and the same shall invariably be enclosed along with the bills for payment.
15. The contractor should be financially sound and capable of paying the wages to his workers etc., from his resources independently without waiting till the bills are paid by the DCI. Payment for the engagement of crane shall be based on the certification of the Site-In-Charge.
16. The period of contract is for two years and at the discretion of Corporation, it can be curtailed or extended by another one more year at the same rates, terms and conditions of the contract. In case of extension, Performance Security Deposit on the preceding contract period shall be detained for one more year. In case of curtailment of contract period, the contractor shall be informed of the same in advance by serving a 03 days notice of termination. In the either case, the contractor shall not be entitled for any additional claim whatsoever.
17. Contract shall be terminated by giving 03 (three days) days notice by the Project office if the services of the contractor are found to be inadequate or unsatisfactory or in violation of terms and conditions of the contract, without prejudice to its rights and remedies.
18. In case the Crane (s) is required to work beyond normal shift timings due to urgency of the work, the same shall continue the work as per the instructions of site-in-charge. Payment will be regularized as per the quoted rate in the Schedule based on the certification of the site-in-charge.
19. Good behavior, well-disciplined and good conduct of working personnel is very important. If any one is found mischievous, irregular, irresponsible, law-breaker and not loyal to the corporation, he shall be removed by the contractor immediately and replaced as per the instructions of Project Manager.
20. The final payment of Security deposit recovered shall be released to the Contractor only after successful completion of the Contract and on production of self-certificate that he had fulfilled all the contractual obligations and there is no payment/dues are pending with DCI other than the Security Deposit amount.
21. In the matter of interpretation of terms and conditions, special conditions etc., covered under various clauses of this contract, Managing Director, of DCI Visakhapatnam, shall be final and binding on the contractor.
22. In the event of branch of contract by the contractor and/or the contract is cancelled due to default on part of the contractor the balance the work to be carried out by awarding to another agency at the risk and cost of the contractor, the corporation shall be entitled to withhold any some due as a result of the said breach or defaulted.

CONTRACTOR

23. The Cranes shall have the following amenities / arrangements / provisions to utilize for project works.
- a) Cranes with required lifting capacity and stability to safely and properly carry out the works at DCI Stack yard, Site Office and RK Beach areas throughout the contract period including extendable period.
 - b) The Lifting capacity should be 15/12/10 Tonnes
 - 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 Cranes should be qualified, experienced and competent to operate the Cranes.
 - e) Adequate Cell Phone Communication, all statutory requirements etc., as per relevant rules.
- 24 The men and material required to be carried in the Cranes will be such as Ship's baggage's, laundry cloths, Dredge stores and spares, Ship's garbage, DCI personnel and workshop personnel with workshop material etc., to a maximum weight of 1.0 tonne.
- 25 The Cranes also required loading, shifting and unloading MS pipes, SFPL and its connected equipments and launching in water before commencement of work and lifting after completion of dredging works and other miscellaneous works. And any other materials of DCI Dredger(s) from shore to Dredger(s) vice versa, during that period the Cranes crew members' assistance shall be utilized and no separate payment shall be made for such works.

26 FORCE MAJEURE:

- i) In the event of either party being rendered unable by force Majeured conditions to perform any obligation required to be performed by them under the contract, the relative obligations of the party effected by such force Majeure shall upon notification to the other party by suspended for the period during which force Majeure event lasts. The cost and loss sustained by either party shall be born respective parties.
- ii) The term 'Force Majeure' as employed shall mean Acts of God, earth quake, Flood, war, revolt, riot, fire sabotage, stroke (Excluding that of contractor suppliers or sub contractor employees) and hurricane. Time of performance shall be extended by the period of delay, which is directly caused by Force Majeure the decision of MD, DCILT, VSKP on the extension shall be final and binding on the contractor. Upon the occurrence of such cause upon its ending/termination the party alleging that they have been rendered unable to perform as a force said, shall notifying to the other party in writing immediately but not letter than 48 (Forty eighty hours) Hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- iii) Time for performance of the relative obligation suspended by the Force Majeure shall strand extended by the period for which cause lasts.

27 Commencement of work

The work should be commenced by the contractor within 10 days from the date of issue of work order. Work order shall be communicated to the successful bidder by means of e-mail/post/by Hand.

CONTRACTOR

1. Bid Form

Date: _____

To:
PROJECT MANAGER
M/s. Dredging Corporation of India Ltd.
5th Floor, "Dredge House", Port Area,
Visakhapatnam-530 001.
Tele PHONE No. 0891-2871356/336

Gentlemen :

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of services] in conformity with the said bidding documents 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 _____ 2019_____.

[signature] [in the capacity of]
Duly authorized to sign Bid for and on behalf of _____

CONTRACTOR

2. Form of Contract Agreement

This agreement made on _____ day of _____ between M/s.DREDGING CORPORATION OF INDIA LIMITED, Visakhapatnam 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 "Tender for "Supply of tyre mounted mobile cranes on hire basis at VPT Port Visakhapatnam."." and the Contractor has offered to _____ and whereas the CONTRACTOR has deposited a sum of Rs. _____ as Performance Security in the form of _____ 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.

CONTRACTOR

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

CONTRACTOR

Signature :

Name :

Designation :

Seal :

In the presence of Witness

Signature :

Name & Address :

EMPLOYER

Signature :

Name :

Designation :

Seal :

Signature :

Name & Address :

CONTRACTOR

3. Form of Bank Guarantee
(In Lieu of Performance Security)

Bank Guarantee No.:

Date:

To
The Dredging Corporation of India Limited,
'Dredge House', Port Area,
Visakhapatnam – 530 001.

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 "Tender for "Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at Visakhapatnam and Gangavaram Port on as and when required basis." (herein after called the said "Agreement"), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production _____ of _____ a _____ Bank _____ Guarantee _____ for _____(Rupees.....Only),

1. Wehereinafter referred (indicate name of the Bank) to as "the Bank" at the request of M/s.....(Contractor) do hereby undertake to pay to the DCI an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

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

CONTRACTOR

3. We(indicate name of Bank) 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 (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on, we shall be discharged from all liability under this guarantee thereafter.
5. We, further agree (indicate name of the Bank) that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We, (indicate name of the Bank) 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(..... Only).

Dated theday of2019.

CONTRACTOR

4. Proforma for Employment of Relatives

Date:

To
The Project Manager
The Dredging Corporation of India Limited,
5th floor 'Dredge House', Port Area,
Visakhapatnam – 530 001.

Sir,

Sub: Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at Visakhapatnam and Gangavaram Port on as and when required basis."–Reg.

With reference to your Tender No.: DCIL/PO.VSP/VPT/HIRING OF CRANE/2019-20 Date: 09-08-2019 and as per Clause No. 12 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.

CONTRACTOR

5. Proforma for Undertaking

Date:

To
The Project Manager
The Dredging Corporation of India Limited,
5th floor 'Dredge House', Port Area,
Visakhapatnam – 530 001.

Sir,

Sub: Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at Visakhapatnam and Gangavaram Port on as and when required basis."–Reg.

With reference to your Tender No.: DCIL/PO.VSP/VPT/HIRING OF CRANE/2019-20 Date: 09-08-2019 and as per Clause No. 13 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 Clause No. 14 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,

CONTRACTOR

6. Proforma for Litigation

Date:

To
The Project Manager
The Dredging Corporation of India Limited,
5th floor 'Dredge House', Port Area,
Visakhapatnam – 530 001.

Sir,

Sub: Supply of One No. tyre mounted mobile crane having 45 Feet to 100 Feet long boom and lifting capacity of about 40 tons and 30 to 35 Tons Escort cranes of 15/12/10 Tons lifting capacity for projects use at Visakhapatnam and Gangavaram Port on as and when required basis."–Reg.

With reference to your Tender No.: DCIL/PO.VSP/VPT/HIRING OF CRANE/2019-20 Date: 09-08-2019 and as per Clause No. 14 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.

CONTRACTOR

7. Vendor Form

1. Vendor 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 :

CONTRACTOR

Checklist for Techno-Commercial & Price Bid

TECHNO-COMMERCIAL:

1. Duly filled and signed Bid Form.
2. A list of works tendered for and in hand/being executed as on the date of submission of tender. (If any)
3. A detailed list of Cranes / equipment available with the tenderer and which are proposed for deployment for the work under consideration including their specification.
4. Documentary evidence of similar works carried out previously established in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. Copies of Authentic performance certificates such as Work Order/ Agreement/Work Completion Certificate obtained from the client indicating the bidder has carried out similar works successfully to be produced to establish the credibility mentioning total value of work and period of completion of work.
5. Copies of original certificates of registration etc., of the Cranes (s) proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the Cranes, Crew and Third Party.
6. Copy of clear title of the ownership of the Cranes. If the tenderer is not the owner of the Cranes, necessary documents in support of the authorization or lease granted by the owner of the Cranes to the tenderer to offer and operate the mechanized Cranes by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
7. Proof of Compliance with the Harbour Craft Rules or any other Rules and Regulations in force.
8. Audited balance sheet for the last three years ending 31st March'2019.
9. Proof of Earnest Money Deposit through NEFT/RTGS furnished in accordance with Cl.5of GCC.
10. PAN Number issued by Income Tax Authorities.
11. GST Registration Number.
12. Bank Details along with 'Cancelled Cheque'.
13. Registration with provident fund authorities.
14. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
15. Copies of original document defining place of registration and principal place of business of the company or partnership.
16. Certificate for relatives in accordance with Clause No. 12 of GCC.
17. Undertaking certificate in accordance with Clause No. 14 of GCC.
18. Certificate for Litigation in accordance with Clause No. 13 of GCC.
19. Vendor Registration Form.
20. Downloaded Tender Document duly signed on all the pages by tenderer.

PRICE BID:

1. Price Schedule (Schedule of Quantities)

CONTRACTOR