

CORRIGENDUM-1

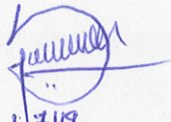
Date: 01-07-2019

NIT No.: DCI/OPS/Tuticorin/Poclain/2019 dated 28.06.2019

**NAME OF WORK:** "Supply, manning and operating one number Poclain crawler type EX200 capacity for the dredging work by cutter suction dredger at VOC Port Trust, Tuticorin." - Reg.

Sl no	Description	Existing pages	Revised pages
1	Regulation of pages.	The subject tender pages are marked as 29 pages.	The subject tender consists of 28 pages only. No changes in materials of tender.

This corrigendum shall form part of the tender document and must be submitted along with the bid duly signed & stamped with office seal by bidder.

  
1719  
General Manager (Ops),  
Dredging Corporation of India Ltd,  
Visakhapatnam.



**DREDGING CORPORATION OF INDIA LIMITED  
DREDGE HOUSE, PORT AREA,  
VISAKHAPATNAM- 530 001**

Tender No. DCI/OPS/Tuticorin/Poclain/2019/

Date: 28-06-2019

**NAME OF WORK:** “Supply, manning and operating of one number Poclain crawler type EX 200 capacities for the dredging work by Cutter Suction Dredger at VOC Port Trust, Tuticorin”

TENDER ISSUED TO:

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

General Manager (OPS),  
Dredging Corporation of India Limited,  
Dredge House, Port Area,  
VISAKHAPATNAM – 530 001,

**SIGNATURE OF THE TENDERER WITH SEAL**

DREDGING CORPORATION OF INDIA LIMITED  
DREDGE HOUSE, PORT AREA,  
VISAKHAPATNAM – 530 001

**TENDER DOCUMENT  
FOR**

**“Supply, manning and operating of one number Poclain crawler type EX 200 capacity for the dredging work by Cutter Suction Dredger at VOC Port Trust, Tuticorin.”**

**TECHNICAL BID**

VOLUME – I

**SIGNATURE OF THE TENDERER WITH SEAL**

DREDGING CORPORATION OF INDIA LIMITED  
DREDGE HOUSE, PORT AREA,  
VISAKHAPATNAM – 530 001

Ref: DCI/OPS/Tuticorin/Poclain/2019

Date: 28-06-2019

**NOTICE INVITING TENDERS**

Sealed tenders are invited by General Manager (Ops) on behalf of Dredging Corporation of India Ltd., from competent and experienced contractors for following:

1	Name of the work	:	Supply, manning and operating of one number Poclain crawler type EX 200 capacity for the dredging work by Cutter Suction Dredger at VOC Port Trust, Tuticorin
2	Period of Contract	:	Initially 3 (Three) months and extendable on 'Month to Month' basis up to another 3(Three) months as per requirement.
3	Estimated cost	:	Rs.40,78,080/- (For Three months) including GST @ 18%
4	Cost of tender	:	Rs.1,180/- (Rupees one thousand one hundred eighty only) to be remitted only through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender.  (i) Name of the Company: M/s Dredging Corporation of India Ltd., Visakhapatnam. (ii) Name of the Bank: Syndicate Bank. (iii) Branch Name: DCI Ltd., Branch, Port Area, Visakhapatnam – 530001. (iv) Current Account No: 35833070000014. (v) IFSC Code: SYNB0003583. (vi) Swift Code: SYNBINBB032. (vii) GST No: 37AAACD6021B1ZB.
5	Earnest Money Deposit	:	Rs.40,800/- (Rupees forty thousand eight hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender <b>or</b> in the form of Bank Guarantee as per format provided in the tender.  (i) Name of the Company: M/s Dredging Corporation of India Ltd., Visakhapatnam. (ii) Name of the Bank: Syndicate Bank. (iii) Branch Name: DCI Ltd., Branch, Port Area, Visakhapatnam – 530001. (iv) Current Account No: 35833070000014. (v) IFSC Code: SYNB0003583. (vi) Swift Code: SYNBINBB032. (vii) GST No: 37AAACD6021B1ZB.

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6	Issue of tenders through DCI website	:	From 29-06-2019 to 03-07-2019
7	Last date & Time for receipt of tenders	:	Up to 1500 Hrs on 04-07-2019 at the office of Project Manager, DCI Project Office, Tuticorin, C/o HOTEL RAJ, 3/1, Jeyaraj Road, Tuticorin – 628 003.
8	Opening of Bids	:	At DCI Tender Room, Ground Floor, Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam – 530001. Date & time will be intimated to the bidders.

**Pre-Qualification Criteria:**

1. Experience of having successfully completed / works on hand of similar works during last seven years ending May 2019 should be either one of the following.
  - i) Three similar completed works / on hand works each costing not less than the amount of Rs 13.82 lakh excluding GST.
  - or
  - ii) Two similar completed works / on hand works each costing not less than the amount of Rs 17.28 lakh excluding GST.
  - or
  - iii) One similar completed works / on hand work costing not less than the amount of Rs.27.65 lakh excluding GST.
2. Average Annual financial turn over during last 3 years ending 31<sup>st</sup> March 2018 should be at least Rs.10.37 Lakh excluding GST.

Note: i) work done certificate / work order(s) to be submitted as a proof for similar works

The Detailed NIT and Complete Tender Document is hosted in websites: [www.dredge-india.com](http://www.dredge-india.com), [www.tenders.gov.in](http://www.tenders.gov.in), and <http://eprocure.gov.in>. Interested parties may visit the site and download the tender document by remitting an amount of Rs.1,180/- (Rupees one thousand one hundred eighty only) including GST @ 18% through NEFT/RTGS and the copy of electronic receipt/UTR should be submitted with Technical Bid

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

**DCI Current Account No: 35833070000014**

**Branch name: DCI LTD BRANCH, PORT AREA, VISAKHAPATNAM**

**IFSC/RTGS No: SYNB0003583**

**SWIFT Code No: SYNBINBB032**

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

Tenderers shall send mail to [treasury@dcil.co.in](mailto:treasury@dcil.co.in) for obtaining confirmation for the receipt of EMD/ Tender documents fees by furnishing details of firm/party, bank and UTR number etc. DCI will acknowledge the receipt of the above after due verification. The receipt to be enclosed along with the Technical Bid (Cover-A).

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Tenderers may contact at the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc., from 0930 Hrs to 1730 Hrs (on all working days):

**Joint General Manager (Ops),  
M/s Dredging Corporation of India Ltd.  
Dredge House, Port Area, Visakhapatnam -530 001  
Telephone No: 0891-2871-397 / 325  
E – MAIL ID: [nksiem@dcil.co.in](mailto:nksiem@dcil.co.in)/ [hpkutty@dcil.co.in](mailto:hpkutty@dcil.co.in) / [p.sudhakar@dcil.co.in](mailto:p.sudhakar@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.

General Manager (Ops)

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**AGREEMENT**

Name of work: "Supply, manning and operating of one number Poclain crawler type EX 200 capacity the dredging work by Cutter Suction Dredger at VOC Port Trust, Tuticorin."

To  
General Manager (Ops),  
Dredging Corporation of India Ltd.  
Dredge House, Port Area,  
Visakhapatnam -530 001.

I/We hereby tender for execution for M/s Dredging Corporation of India Limited of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance, in all respects, with the specifications, designs and instructions in writing referred to in Rule-1 hereof and conditions of Contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

**MEMORANDUM**

1. Name of work : "Supply, manning and operating of one number Poclain crawler type EX 200 capacity for the dredging work by Cutter Suction Dredger at VOC Port Trust, Tuticorin".
2. Approximate period : Initially 3 (Three) months with an option to extend the period of contract on 'Month to Month' basis up to another 3 (Three) months as per requirement of VOC Port Trust / DCI at the same rates, terms and conditions or curtail the period of contract by issuing one week notice.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the conditions contained in the said Contract for "Supply, manning and operating of one number Poclain crawler type EX 200 capacity at Paradip". The Special conditions and specifications and General terms and conditions which have been read and understood by me/us, read and explained to me/ us so far as applicable. In default there of I/ We agree to set off the extra cost, if any, for carrying out the work at my/ our risk and cost, against the Earnest Money or Security Deposit available with the Dredging Corporation of India Limited, or its successors on demand as debt due and agree to pay any amount required to meet the extra cost of carrying out the work over and above Earnest Money furnished by me/us and/ or security deposit recovered from my/ our interim bills.

An amount of Rs.40,800/- (Rupees forty thousand eight hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR \_\_\_\_\_ is enclosed OR BANK GUARANTEE NO. \_\_\_\_\_ (as per enclosed format) for Rs.40,800/- (Rupees forty thousand eight hundred only) is hereby deposited towards Earnest Money Deposit for the work of "supply, manning and operating of one number Poclain crawler type EX 200

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capacity for the dredging work by Cutter Suction Dredger at VOC Port Trust, Tuticorin". The full value of which is to be absolutely forfeited by DCI Ltd. without prejudice to any other rights or remedies of the DCI Ltd., should I/We fail to commence the work or complete fully as specified in the above memorandum.

Note: Strike out either NEFT/RTGS part OR Bank Guarantee part in above paragraph.

Signature of the Contractor  
(at the time of submission of  
Seal.

Date \_\_\_\_\_  
Day of \_\_\_\_\_ tender) with

Signature of the Witness

Witness :

To the Contractor's

Address :

Signature

Occupation :

The above Tender is here by accepted by me on behalf of D. C. I. Ltd., this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

For DREDGING CORPORATION OF INDIA LTD.

General Manager (Ops)

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**SCOPE OF WORK**

**Name of the work:** “Supply, manning and operating of one number Poclain crawler type EX 200 capacity for the dredging work by Cutter Suction Dredger at VOC Port Trust, Tuticorin.

**DESCRIPTION:**

1. Dredging Corporation of India Ltd., (DCI), having its Head Office at Port Area Visakhapatnam, Andhra Pradesh and having its Project Offices at different Ports. DCI is deploying its Cutter Suction Dredger for carrying out capital dredging at VOC Port Trust, Tuticorin. The dredged material will be pumped to the reclamation areas earmarked by the VOC Port through floating and shore pipeline. Discharge mouth is required to be cleaned while pile up by dredged materials, removing the dredged material from front side of discharge mouth for giving the way to material to flow to long distances besides formation, repair & maintenance of earthen bund at discharge end for which it is proposed to hire one number Poclain crawler type EX 200 capacity for the support services during the tenure of dredging work.
2. Initial contract period is 3 (Three) months and extendable by another 3 (Three) months on ‘Month to Month’ basis as per requirement. The rates are to be quoted in the attached BOQ format. The hire charges should inclusive of men and material and all necessary requirement of Lube Oil, Diesel etc. The rates offered in tender shall be covered with all above contingencies including gate passes for entry of men and material of the machinery and whatsoever related to works inside VOC Port, Tuticorin. The successful tenderer on receipt of work order should supply the Poclain with operator and one helper immediately at the specified place inside VOC Port, Tuticorin as per instructions. The equipment should be available round the clock with operator and one helper at site. The entrusted work has to be carried out as per instructions of Project In-charge / Site- In- Charge / any authorized representative without loss of time.
3. The quantities given in the schedule are only indicative and may increase or decrease, however payment will be made for the actual work done certify by the Project In-charge /Site-in-charge/ any authorized representative.

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**GENERAL TERMS AND CONDITIONS**

1. The Tender in main sealed cover containing sealed cover -A and another sealed cover- B super scribed with “Supply, Manning and running one number Poclain crawler type EX 200 capacity or its Equivalent on hire basis for Project use at VOC Port, Tuticorin” for a period of 3(Three) months (90 days) initially and extendable for another 3(Three) months on ‘Month to Month’ basis will be received within the stipulated date & time as mentioned in the Notice Inviting Tender. Late tenders are liable to be rejected summarily.
2. The Tenders for the work will be based on two-cover system. The Financial Bid should contain the Tendered amount in Bill of quantity format of tender only and should be submitted in a separate seal Cover, super-scribed as “Cover-B (Financial Bid) for the work “Supply, Manning and running one number Poclain crawler type EX 200 capacity or its Equivalent on hire basis for Project use at VOC Port, Tuticorin” for a period of 3 (Three) months (90 days) initially and extendable for 3(Three) months on ‘Month to Month’ basis. The financial bid shall not contain anything other than the single sheet of Bill of Quantities duly filled with the competitive rate and sealed.
3. The duly signed Tender documents and other connected documents put in another Cover, super-scribed as “Cover-A” (Technical Bid) and “Cover-B” (Financial Bid) for the work “Supply, Manning and running one number Poclain crawler type EX 200 capacity or its Equivalent on hire basis for Project use at VOC Port, Tuticorin” for a period of 3(Three) months (90 days) initially and extendable for 3(Three) months of ‘Month to Month’ basis.
4. The main cover-A “Technical Bid” will be opened as scheduled at Dredging Corporation of India Ltd., Dredge House, Visakhapatnam – 530001. The Cover-B “Financial bid” of technically qualified bids will be opened separately on a suitable date, which will be informed later.
5. The tenderer should study the tender documents carefully; understand the General Conditions of contract (GCC) and Special conditions of the contract (SCC) before submission of his tender. The party may get himself acquainted with the nature and scope of work and the local & site conditions before quoting the tender.
6. The tenderer shall sign & seal on all pages of the tender documents before submitting his tender.
7. Tenders received without Earnest Money Deposit as specified or with lesser 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.
8. In the case of illiterate contractors, a witness should attest the tendered rates.
9. The tenderer required to quote items as given in the schedule enclosed.
10. 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.

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However, if any discrepancy is found, the rates written in words shall be taken as correct.

11. Special care shall be taken to write the rate in figures as well as in words, in such a way that no interpretation is possible. In case of figures, “Rs” should be written before the figures of rupees and “Paise” should be written at the end, viz. “Rs 2.15 paise”. In case of words, “Rupees” should precede and the “paise” should be written at the end, viz. “Rupees two and fifteen paise only”. If the rate is in whole rupees, it should be written in figures as “Rs.2.00 Paise” and in words as “Rupees two only”.
12. Canvassing in connection with the tenders is strictly prohibited and the bid submitted by the tenderer who resorts to canvassing, will be liable for rejection.
13. The tenderer shall furnish along with the tender, details of the previous experience to show that the tenderer can handle and execute the said job successfully within the stipulated period of contract.
14. The tenderer should submit the tender along with the following documents and details super scribing the name of work and date of opening duly addressed to Joint General Manager (Ops), Dredging Corporation of India Ltd., Dredge House, Port Area, Visakhapatnam -530 001.
  - i. EMD Rs.40,800/- (Rupees forty thousand eight hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender **or** in the form of Bank Guarantee as per format provided in the tender. The details of DCI Current Account at Syndicate Bank is as given DCI Current Account No: 35833070000014 Branch Name: DCI Ltd Branch, Port Area, Visakhapatnam IFSC/RTGS No: SYNB0003583.
  - ii. The tenderer must have Experience in similar type of works during last seven years ending May’2019.
  - iii. Average annual financial turnover during the past three years ending 31<sup>st</sup> March’2018 should be not less than Rs.12.23 Lakh
  - iv. Copy of Permanent Account Number (PAN) from the concerned authority.
  - v. Copy of Service Tax registration Number.
  - vi. Registration with Provident Fund Authorities
  - vii. Power of Attorney on stamp paper, in favor of the person authorized to sign the tender document if the tenderer is not owner of the party.
  - viii. Company’s profile along with Balance Sheet and Profit & Loss statement (duly audited by a Chartered Accountant) for the last 3 years ending 31<sup>st</sup> March 2018.
  - ix. Certificate that Contractor is not related to any DCI/ MOST or Declaration of relative(s) working in DCI Annexure -I hereunder.

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- x. Tender Document duly signed on all the pages by tenderer.
  - xi. Undertaking letter the contractor 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 that they have not committed any offence under the PC Act in connection with the bid. (Annexure-II)
  - xii. The tenderer shall submit copy of Original bill / Sale deed/ Lease agreement (duly notarised), insurance for the Poclain, driving license (Heavy equipment operator license if required), power of attorney if the tenderer is not owner of equipment etc.
  - xiii. Disclosure of any payments made or proposed to be made. (Annexure-II)
  - xiv. Details of Bank Account for Electronic Transfer of payments. (Annexure-III)
  - xv. Information regarding any current litigation in which the tenderer is involved. (Annexure – IV)
  - xvi. Only Bill of Quantities duly filled with the competitive rates and nothing else in a separate sealed cover- 'B'
15. Within Ten (10) days from the date of issue of work order for award of the Contract, the contractor shall, at his own expenses, entered into and execute a contract agreement prepared by him in the form of Annexure format enclosed.
16. The tenderer shall be deemed to have included in his tender all his cost for supplying the said equipment, material, labour including supervision, transportation from to working site and back including loading, un loading, watching, payment of fees, taxes and duties to the appropriate authorities as required for the said contract.
17. The contractor shall be solely responsible for all adequacy, and safety of all site operations and methods.
18. The contractor shall provide necessary and adequate supervision during execution of works and first aid facilities to be maintained at site.
19. The contractor at his cost protect support and take all necessary precautions in regard to the personnel or structure or services or properties belongs to DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnity and keep indemnified the DCI against claim for injury, loss or damage caused by the contractor in connection with execution and maintenance of the work to the aforesaid properties, structures and services and / or to any person responsible including the contractor's workmen. Cost of insurance cover shall not be reimbursed by the DCI.
20. The contractor shall be deemed to have indemnified the DCI against all claims, demands, actions and proceedings and all costs arises there from on account of:
- i) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation if any for getting all material and equipment required for the work.

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21. The Contractor's quoted rates shall be deemed to have been inclusive of the following:
  - i) The contractor should make his own arrangement at his cost for a suitable place for repairs, maintenance and break down and any other purpose when the equipment is not engaged by DCI.
  - ii) The contractor has to follow all safety regulation during the contract period.
22. The work is to be carried out without causing any hindrance to the traffic.
23. If the contractor violates the secrecy requirement, the DCI has an option to cancel the contract.
24. The contractor shall provide evidence to DCI, prior to the start of the work at site that the insurance for men and equipment under the contract have been affected.
25. The contractor should provide regarding information against any current litigation in which the tenderer is involved.
26. Canvassing in connection with the tenders is strictly prohibited and the tender submitted by the tenderers, who resort to canvassing will be liable to rejection.
27. The tenderer will have to give a certificate that he is not related to any officer of the Dredging Corporation of India Ltd., or any officer of the rank of Asst. Secy. or above in the Ministry of Shipping, Govt. of India. The tenderer should give declaration along with his tender about the names of the relatives, who are employed in Dredging Corporation of India. Annexure - I
28. No Engineer of Gazetted Rank or other Gazetted Officer/ employee in Engineering or Administration duties in an Engineering Dept. of the Govt. of India, is allowed to work as contractor for a period of 2 years of his retirement from Government service, without the previous permission of the Govt. of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the Govt. of India as aforesaid before submission of the tender or engagements in the contractor's service as the case may be.
29. 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. 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.
30. The tenderer shall quote his rates in his offer at the enclosed BOQ.
31. Within Ten (10) days after receipt of notification of award of the Contract, the Bidder a sum equal to 5% of the of the contract towards Performance Security to the DCI through NEFT/RTGS OR by way of irrevocable, unconditional Bank Guarantee from

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Scheduled/Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure-V enclosed. Bank Guarantee shall be valid till completion of work including extended period, if any. Upon submission of Performance Security Deposit, the EMD amount will be refunded.

32. In addition to above, 5% of amount shall be deducted from every running bill towards Security for the due fulfillment of his contract till total performance security deposit amounts to 10% of the agreed contract value.
33. In case the contract is further extended, sum equal to 5% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from DCI.
34. The performance security deposit will not carry any interest. The same will be returned after completion of work duly certified by Project in charge, Tuticorin. If Bank Guarantee is submitted against Performance Security, it should be valid 60 days beyond the completion of work including extended period if any.
35. If any Tenderer backs out after opening of the Tender or after issue of work order or modify his Tender after opening, the EMD of such Tenderer will be forfeited in favour of the Corporation.
36. Bids, which are inconsistent with the nature of work in the opinion of DCI, will be rejected. The tender containing uncalled for remarks or any additional conditions are liable for summary rejection.
37. At the option of contractor, the Earnest money deposit can be adjusted towards Performance Security and balance amount of 5% of contract value has to be furnished by way of NEFT/ BG. Earnest money and security deposit shall not bear any interest. The E.M.D converted as part of S.D., Performance Security Deposit and Security deposit deducted from monthly running bills shall only be refunded on successful completion of work.
38. The tenderer shall furnish the particulars of the proposed Poclain for hire in the data sheet enclosed with these tender documents without fail.
39. Tender notice, work order and other correspondence and agreement will form part of contract.
40. The rates tendered by contractor shall remain firm throughout the contract period and extended period of contract if any.
41. On post check of any bill, if it found sum be recoverable from the contractor the same shall be recovered from any sum due to the contractor against any bill of the contractor or from his security deposit and or from any other contract with corporation and/or demand.
42. Income tax from each work done bill will be deducted as per IT Act.

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43. Force Majeure: The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
44. Settlement of Disputes/ Arbitration Clause:
- 1) In case of dispute between DCI and Contractor, the issue will be referred to the Director (Operations & Technical), Dredging Corporation of India Limited and the decision of Director (Operations & Technical) 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 Director (Operations & Technical)/ CHOD.
  - 2) 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 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.
  - 3) 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.
45. Liquidated Damage: In case of any delay/ non-supply of equipment within 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.

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SPECIAL CONDITIONS

1. Engagement of one number Poclain crawler type EX 200 capacity on hire basis will be approximately for 3 (Three) months (90 days) initially there after extendable by another 3 (Three) months on 'Month to Month' basis as per requirement. The work should be commenced by the contractor within 3 days from the date of placement of work order or as per work order or as per instructions of Project-in-charge.
2. The equipment shall always be available at site with operator and one helper round the clock to attend the work as and when informed by the site representative and if in case of break down substitute equipment shall be provided immediately after informing in writing or verbal instruction by the site in-charge / Project-in-charge failing which liquidated damages shall be liable at 1%(one) per day to maximum of 10% on the value of work awarded. In addition to that if the Poclain services are not available due to non availability of diesel or operator /minor repairs etc, penalty will be imposed @10% per day on the value of work carried out by a day (Rate per working hour X 8 hrs).
3. In case of break-down of the Poclain, alternative equipment has to be provided by the supplier at no extra cost for mobilization and de-mobilization without changing of tender specifications. If contractor fails to do so, alternative arrangement will be made by DCI at the risk and cost of the contractor, and the expenses incurred thereof will be deducted from the bills/ amount available at DCI.
4. The period of contract is valid for 3(Three) months (90 days) initially thereafter extendable by another 3 (Three) months on 'Month to Month' basis, it may increase or decrease subject to operational requirement. The period of engagement can be curtailed by giving 3(three) days notice at any time during the currency of the contract in which case the contractor will not have any extra claim. The contract can also be extended as per the requirement at the discretion of the corporation.
5. The rate quoted shall be inclusive of all running expenses such as wages/OT/beta/HSD, lubricants, spares, maintenance, repairs, stores, mobilization de-mobilization etc., excluding GST. DCI shall not entertain any additional claims such as mobilization, idle time hours, demobilization whatsoever may be other than the rate quoted/agreed by DCI and shall be valid throughout the contract period including extended period of contract if any.
6. Rate quoted shall be inclusive of all taxes excluding GST, etc. whatsoever it may be, no additional claim shall be entertained by DCI. GST certificate has to be submitted as evidence to this office against payment made to Government, failing which GST component will be deducted from the bill amount and same shall be reimbursed on submission of proof of payment made to the GST authorities.
7. The payment will be arranged by the project office, Tuticorin on submission of bill in duplicate based on work done for the month along with work done certificate duly certified by site-in-charge / authorized representative.
8. During the period of execution of work if any loss/damage such as Road, culvert, etc. and caused to the property of DCI/VOC Port Trust or any other companies should

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be rectified by the tenderer and made good at his own cost and will be at risk and cost of the contractor.

9. Gate passes for the equipment, men and materials, diesel oil and Lubricants etc shall be arranged by the contractor and DCI will not be responsible for any delay or reason thereof.
10. The contractor should submit copy of the P.F. registration number if the same is not submitted along with the tender the bidder should obtain the same and produced to DCI, otherwise 25.16% of labour element will be recovered as per rules and remitted to DCIL, ECPF Fund.
11. In the event of any breach of contract on the part of the contract, the Corporation reserves the right to forfeit the entire security deposit including converted EMD amount. DCI also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer. Further, the firm /contractor will be blacklisted and prevented from participating in the future tenders of the Corporation for a specified period. The period of blacklisting and manner of black listing shall be decided by the competent authority.
12. All rules and regulations governing the Dredging Corporation of India Limited will be applicable throughout the contract.
13. Poclain shall be engaged on shift basis of eight hrs engagement per day and payment will be regulated accordingly. If Poclain is not engaged on a particular day Idle / Retention charges are payable as per sl.no.2 of BOQ. The retention charges will not be payable if Poclain is break down or services are not available due to non availability of diesel, operator/ repair etc. The time of engagement will be considered only the time for reporting and releasing from the site.
14. All disputes arising out of or under this contract will be subject to the jurisdiction of court at VISAKHAPATNAM only.
15. Counter conditions if any stipulated by party, his tender will be summarily rejected.
18. Payment in the respect of work done shall be made within about one month from the date of receipt of bill, subject to the production of work done certificate duly certified by the site-in-charge / authorized representative in all respects.
19. The Contractor should quote the rates both in figures as well as in words. In case of any discrepancy arises, the amount is written in words will be considered as final.
20. Dredging Corporation of India reserves the right to accept/reject or cancel this tender at any stage without assigning any reason whatsoever.
21. The Bill for Services rendered will be scrutinized by Project Manager, Tuticorin and forward the same to DCIL Head office for releasing the payment through NEFT/RTGS as per practice in vogue. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate shall

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be certified by DCI Representative or the person nominated by Project Manager, Tuticorin. The payment will be made only for services provided as per quoted Rates. Payment will be released within 30 (Thirty) days of submission of an invoice/claim by the supplier complete in all respects.

22. A Log book is to be maintained by the Tenderer at site with the supervisor/ Operator of the equipment. The working hours and idle hours of the equipment is to be recorded and jointly signed by the Contractor and Site Incharge of DCI on daily basis and the log book in original is to be submitted along with monthly invoice, which shall form for the basis for payment.
23. The Tenderer is responsible for taking precautionary measures and safety for all the men working under him throughout the contract period. The corporation shall not be liable for any damage or compensation or whatsoever payable by law consequent of any accident or injury to any workman or other persons employed by the tenderer and the tenderer shall indemnify and keep DCI indemnifying against all such damages or compensation and against all claims, damages, proceedings, cost, charges and expenses or whatsoever in respect thereof or relating thereto responsibility arising due to any compensation etc lies entirely on the part of the Tenderer.
24. The Tenderer should pay the minimum wages, bonus, medical expenses, over time, holiday wages, if any, to the labourers engaged for this work and comply with the provisions of Minimum Wages Act. The rates quoted are deemed to have included all the above provisions and no extra claim or whatsoever will be admitted. The Tenderer shall ensure that regular and timely remittances are made by them during the contract period towards PF contribution to the appropriate authorities pertaining to all his workmen and produce the receipt obtained from PF authority to this effect to confirm the remittance.
25. In the event of early completion / closure of the project work, the contract can be terminated by giving 3 days notice to the Contractor.
26. In the case of any unforeseen reason that work has to be stopped/ suspended temporarily, idle time charges will be payable to the contractor during the contract period.

\*\*\* \* \*\*\*

**SIGNATURE OF THE TENDERER WITH SEAL**

PARTICULARS OF POCLAIN CRAWLER TYPE EX 200 CAPACITY OR ITS EQUIVALENT FOR  
PROPOSED FOR HIRE TO BE FURNISHED BY THE TENDERER

1. Name & address of the owner :
2. Particulars of bill/ Sale deed :
3. Make :
4. Model no. and other details :
5. Year of manufacture of Engine :
6. Capacity :
7. Horse power of engine :
8. Other connected documents if any :
9. Sale deed :
10. Power of attorney (If the tenderer is not the  
Owner of the equipment) :

N.B.:- (Copy of all above documents to be enclosed along with tender)

**SIGNATURE OF THE TENDERER WITH SEAL**

1. Bid Form

Date: \_\_\_\_\_

To:  
The Dredging Corporation of India  
Dredge House, Port Area,  
Visakhapatnam.

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 security deposit 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 \_\_\_\_\_

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PRICE BIDVOL.-IIBILL OF QUANTITIES

Name of the Work: “Supply, Manning and running one number Poclain crawler type EX 200 capacity or its equivalent on hire basis for Project use at VOC Port, Tuticorin.”

<b>Sl. No.</b>	<b>Description of the work</b>	<b>Unit</b>	<b>Rate quoted In figures &amp; words</b>
1	Supply, Manning and running of one number Poclain crawler type Ex200 capacity or its equivalent on hire for Project use for a period of 3(Three) months (90days) initially based on 8 Hrs per shift of engagement excluding GST	Per Shift of 8 hrs. or pro rata	
2.	Idle Hours /Standby/Retention charges per hour excluding GST.	Per hour	

Note:

1. The retentions charges will not be payable if Poclain is break down or services are not available due to non availability of diesel, operator/ repair, etc.
2. The rates quoted by the contractor shall be inclusive of men and material, Lub oil, diesel gate passes, and other formalities of the VOC Port, mob & de-mob, taxes, duties and levies etc payable to the State / Centre Govt., excluding GST. GST payment receipt is required to be submitted as an evidence for releasing payment against GST.
3. Charges per shift/ per hour will be applicable only after the deployment of Poclain at working site and commencement of work.
4. For the purpose of payment, number of shift(s) will be calculated on the basis of total working hours in a day divided by 8 (eight) hrs. and payment will be regulated 8 (eight) hrs per shift or pro-rata.

**SIGNATURE OF THE TENDERER WITH SEAL**

**FORM OF CONTRACT AGREEMENT**

This agreement made this -----days of -----  
BETWEEN the -----a body corporate under -----  
-----having its Registered Office at -----  
----- (herein after called “the Employer,” ”which  
expression shall unless excluded by or repugnant to the contract, 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 next, be deemed to include  
his/ their heirs, executors, administrators, representatives and assigns or necessary  
in Office) of the Other Part.

WHERE AS THE “ Employer” is desirous of -----  
-----  
-----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 WITNESS as follows:*

1. That in this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
- 2 That the following documents shall be deemed to form and be read construed as part of this agreement viz.,
  - The Contract Agreement.
  - The Tender submitted by the Contractor
  - General terms and conditions of contract
  - Special conditions
  - Bill of quantities

**SIGNATURE OF THE TENDERER WITH SEAL**

- Correspondence exchanged before the issue of work of order
- Work order No. \_\_\_\_\_ dated \_\_\_\_\_ 2019.

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 rate agreed and in the manner prescribed by the contract

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

SIGNED AND SEALED BY

CONTRACTOR

Signature

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

In the Presence of:

Witness:

a) Signature

b) Signature.

Name & Address.

Name & Address.

**SIGNATURE OF THE TENDERER WITH SEAL**

Annexure-I

PROFORMA

Date:

To  
General Manager (Ops),  
Dredging Corporation of India Limited,  
Dredge House, Port Area,  
**VISAKHAPATNAM – 530 001,**

Sir,

Sub: "Tender for 'Supply, Manning and running one number Poclain crawler type EX 200 capacity or its equivalent on hire basis for the dredging work by Cutter Suction Dredger at VOC Port Trust, Tuticorin." – Reg.

A. With reference to your Tender No. DCI/OPS/Tuticorin/Poclain/2019, dated 28-06-2019 and as per Cl. No.14 (ix) under 'General Terms & Conditions', we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'or'

B. We hereby 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 are given below:

1.....

2.....

3.....

4.....

Thanking you,

Yours faithfully,

*\*Strike out 'A' or 'B', whichever is not applicable.*

**SIGNATURE OF THE TENDERER WITH SEAL**



PROFORMA

Date:

To  
General Manager (Ops),  
Dredging Corporation of India Limited,  
Dredge House, Port Area,  
**VISAKHAPATNAM - 530 001,**

Sir,

Sub: "Tender for 'Supply, Manning and running one number. Poclain crawler type EX 200 capacity or its equivalent on hire basis for the dredging work by Cutter Suction Dredger at VOC Port Trust' – Reg.

- A. With reference to your Tender No. DCI/OPS/Tuticorin/Poclain/2019, dated 28-06-2019 and as per Cl. No.14 (xi) under 'General Terms & Conditions', 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,
- B. As per Cl. No.14 (xii) under 'General Terms & Conditions', we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

**SIGNATURE OF THE TENDERER WITH SEAL**

**PROFORMA / Vendor Form**

Date:

Vendor Details

Name of the Vendor :

Address :

Place of Registration :

Principal place of business :

Email ID :

Contact No. :

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

PAN No. :

GSTIN :

Type of Vendor : Registered / Unregistered / Composite Dealer  
(Tick whichever is applicable)

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

Bank Name, Branch & C :

Bank Account Number :

IFSC :

**SIGNATURE OF THE TENDERER WITH SEAL**

PROFORMA

Date:

To  
General Manager (Ops),  
Dredging Corporation of India Limited,  
Dredge House, Port Area,  
**VISAKHAPATNAM – 530 001,**

Sir,

Sub: Tender for ‘Supply, Manning and running one number Poclain crawler type EX 200 capacity or its equivalent on hire basis for the dredging work by Cutter Suction Dredger at VOC Port Trust, Tuticorin.’ – Reg.

A. With reference to your Tender No. DCI/OPS/Tuticorin/Poclain/2019, dated 28-06-2019 and as per Cl. No.14 (xiv) under ‘General Terms & Conditions’, we hereby certify that, we do not have any current litigation with any party/ firms.

‘or’

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

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

Thanking you,

Yours faithfully,

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

**SIGNATURE OF THE TENDERER WITH SEAL**

**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Bank Guarantee No.

Date

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

WHERE AS \_\_\_\_\_ (hereinafter) called “the Tenderer” has submitted its tender dated .....for the execution of (name of work) ..... (hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 001 hereinafter called the “CORPORATION”.

KNOW ALL MEN by these presents that we, (Bankers full address) \_\_\_\_\_

(Hereinafter called “the Bank” is bound unto the Corporation for the sum of Rs 40,800/- (Rupees forty thousand eight hundred only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
  - (a) during the period of Tender validity specified in the Tender,
  - or,
  - (b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to execute the Agreement, if required or
3. Commence the work as per the Letter of Intent or Work Order No. \_\_\_\_\_

Dtd. \_\_\_\_2019.

**SIGNATURE OF THE TENDERER WITH SEAL**

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. 40,800/- (Rupees forty thousand eight hundred only) and will remain in force up to 120 days from the date of opening of Second Cover / Finance Bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of .....2019

For

.....  
(Indicate Name of the Bank)