TENDER NO. CS-T3-AGM COURIER/2019 DATED 04/06/19

Sub : DESPATCH OF 43RD ANNUAL REPORT FOR 2018-19 BY COURIER.

Sealed Tenders are invited for "DESPATCH OF 43RD ANNUAL REPORT FOR 2018-19" to the shareholders of Dredging Corporation of India Limited, Visakhapatnam (hereinafter referred to as "DCI" or the "Company" or the "Corporation") in single cover system, i.e., Price Bid as per the Scope of the work given in the tender document.

- 2. Tenderers are requested to go through the tender documents in detail, before filling up the tender documents, enclosing relevant supporting documents/ information and giving their offer. The bids should be strictly as per the tender document and no editing, addition, deletion or modification of the tender document as hosted on website/ as given to the tenderer is permitted. If such action is observed at any stage, such tender will not be considered and will be rejected.
- 3. Tenderers are requested to submit their bid in as per the conditions stated in the tender document along with relevant documents and submit their tender in a closed sealed cover superscribed as "TENDER NO. CS-T3-43RD AGM COURIER /2019 DATED 04/06/2019" so as to reach the following address on or before the time and date mentioned below:-

COMPANY SECRETARY
DREDGING CORPORATION OF INDIA LIMITED
DREDGE HOUSE PORT AREA,
VISAKHAPATNAM – 530001.

Last Date: 18/06/19 at 1500 hrs

Thanking you,

Yours faithfully, For Dredging Corporation of India Limited

(K.Aswini Sreekanth) Company Secretary Encl: As above

DREDGING CORPORATION OF INDIA LIMITED VISAKHAPATNAM (A GOVERNMENT OF INDIA UNDERTAKING)

TENDER NO. CS-T3-43RD AGM COURIER /2019 DATED 04/06/19



TENDER DOCUMENT

FOR

DISPATCH OF 43RD ANNUAL REPORT – MEMBER'S VERSION FOR THE YEAR 2018-19.

ADDRESS TO WHICH TENDER DOCUMENTS ARE TO BE DESPATCHED:

COMPANY SECRETARY
COMPANY SECRETARY DEPARTMENT
DREDGING CORPORATION OF INDIA LIMITED
DREDGE HOUSE, PORT AREA
VISAKHAPATNAM - 530001

LAST DATE FOR SUBMISSION OF BIDS - 18/06/19–1500 HRS
DATE OF OPENING OF BIDS - 18/06/19–1530 HRS
SCHEDULED DATE OF PLACING WORK ORDER - 23/06/19
SCHEDULED TIME OF COMPLETION OF DESPATCH OF ANNUAL REPORT-15/7/2018

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SECTION - I NOTICE INVITING TENDER AND TERMS AND CONDITIONS

- Dredging Corporation of India Limited (hereinafter referred to as "DCI"/ "Company") is a
 Government of India undertaking under the administrative control of Ministry of Shipping
 having its registered Office at Core II, First Floor, Scope Minar, Laxminagar District
 Centre, Delhi 110091 and Corporate office at "Dredge House", Port area,
 Visakhapatnam 530001. Sealed Tenders are invited under single cover system for
 dispatch of "42ND Annual Report Members version 2017-18" to the shareholders.
- 2. Details of tender:

I	Subject of Tender	Dispatch of 43 RD Annual Report- Members' version – 2018-19 to Shareholders
П	Single Cover/ Two Cover	Single cover system
Ш	Cost of Tender document	NIL
IV	Earnest Money Deposit	NIL
V	Security Deposit	NIL
VI	Last date of submission of bids	18/06/19 upto 1500 hrs (IST)
VII	Date & Time of Opening of Bids	18/06/19 at 1530 hrs (IST)
VIII	Address to which the bids are to be	COMPANY SECRETÀRY
	submitted	COMPANY SECRETARY DEPARTMENT DREDGING CORPORATION OF INDIA
		LTD DREDGE HOUSE, PORT AREA VISAKHAPATNAM – 530001 Mobile: 9949825233 e-mail: sreekanth@dcil.co.in
IX	Address from where the Annual Reports are to be collected for dispatch	From: HO at Visakhapatnam or R&T Agent at Hyderabad – to be informed separately.
XI	Expected date of handing over of the Annual Report to the selected courier agency	11 th July 2019.
XII	Required date of dispatch of Annual Report	The dispatch to be completed by 15 th July , 2018.
XIII	No. of Annual Reports to be dispatched	About 18000 (with variance of about +/-20%)
XIV	Weight of each annual Report	Around 150 gms
XV	Mailing List	The mailing List containing the details of the Client ID, Name, Address of the shareholders will be given by the R&T Agent – M/s KARVY in soft copy. The mailing labels will be affixed on each of the Annual Report by KARVY. The Courier Agency will be responsible for the dispatch of the Annual Reports as per the mailing list.
XVI	Proof of Delivery	The Courier Agency should submit the proof of delivery confirming the delivery of the documents along with the bill.

		Submission of proof of delivery is a statutory requirement of the companies Act. The Proof of Delivery (POD) should be in soft copy - Run sheet in excel format/ or other format where the delivery of each addressee is traceable on individual basis. In case of necessity image of signature on the OTM device or Xerox copy of delivery sheet should be provided. The courier agency should also submit the original proof of delivery as and when required by the company or any other statutory / other agency. It is the responsibility/liability of the courier agency to prove that the document has been delivered to addressee and attend to any legal issues that may arise at any time.
XVII	When to be delivered	Window period of 15 days is given for the delivery of the Annual Reports. However, the bidder should make all out efforts to deliver 18 th July 2019. The window period is only for interior places.
XVIII	Undelivered cases etc.	Undelivered cases (Bad Address/ Shifted/ Door Lock/Refused etc) will not be considered as failures and LD will not be levied on the same. The bidder should make atleast three attempts before declaring any item as UD. Record of the attempts should be made. There is no necessity to return to origin (RTO) for UD cases provided sufficient care has been taken care by the bidder to see that it is delivered and even then it is UD. It is the responsibility of the bidder should any issue arise in future. UD cases need not be returned to the Company and to be destroyed at destination. Intimation of destroyed cases to be given to the company.

- The bidders are to give the details as stated in Section II The bidders should submit invoices/ work orders of PSUs/ Listed Companies for whom they carried out the dispatch of annual reports for the last three years.
- 4. The bidders should submit their bid strictly in the format stated in Section- III.
- 5. Addendum, modification, change of last date, if any etc., will be intimated by e-mail to the parties to whom this document is circulated individually.
- 6. In the event of the scheduled due date of opening of bids being declared as a closed holiday for purchaser"s office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.
- 7. The bidder should undertake delivery at all the places. The tentative list of places is at Enclosure I. The actual list may vary which will be given at the time of dispatch.

- 8. Method of evaluation:-The price bids of those parties who have submitted within due date will be evaluated on the basis of the lowest offer (L-1) of the total net landed cost. In case more than one bid is L1 then the parties who have quoted the L1 will be asked to submit their revised rates (not exceeding the rates submitted by them already) so as to determine the L1. Even if this fails, then the tender will be discharged. The L1 bidder after reduction will be considered for award of the work.
- 9. DCI reserves the right have negotiations with above L1 party if the amount quoted by the party (even after reducing the price, if any, as stated above) is found to be on the higher side. Post-tender negotiations are banned, except in the case of negotiations with L-1 (i.e. lowest tenderer).
- 10. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may not be considered. No deviation of the terms and conditions of the tender document is acceptable. Bids having terms and conditions which are in deviations of the tender terms are liable for rejection.
- 11. Information/documents are to be furnished serial wise as per the respective annexures of the NIT. If no information or document is applicable against any serial number, please mention Not Applicable.
- 12. All notices to the bidders shall be sent by e-mail only during the process of finalisation of tender by DCI. Hence Bidders are requested to indicate their valid corporate e-mail- id and mobile no. of authorised representative at Instruction to Bidders for communications through e- mails / SMS alerts (if any).
- 13. Submission of Forged/Tampered Documents: DCI, while carrying out evaluation of the offer based on the documents submitted. DCI reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to DCI on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and DCI reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in DCI for future tenders. The penal action may include termination of contract / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.
- 14. VALIDITY: The offer must remain valid for a period of 90 days from the date of opening of the Bids.
- 15. PRICES: Prices should be quoted in the BOQ (excel sheet) available in the portal at Section III. Apart from other conditions stated elsewhere in this document, the following are to be carefully read before quoting.
 - i. Rates should be valid for entire period of contract. No enhancement will be given during the interim period for whatsoever reason.
 - ii. Evaluation of bids will be done based on TOTAL LANDED RATE With Taxes (in INR) as indicated in the above Price format.
 - iii. Rates are to be quoted strictly as per the format given above.
 - iv. Rates must include all taxes as applicable; except for service tax which shall be payable extra as applicable, if quoted. If not quoted no service tax will be paid and the rate quoted will be construed as inclusive of service tax. If quoted the applicable rate of service tax will be paid.

- v. The rates quoted as above are all inclusive. No separate reimbursement is allowed.
- vi. Computational errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and total price shall be corrected.
- vii. In case any new Tax (other than Service Tax which is dealt above) becomes payable additionally or replacing any of the existing Taxes and Duties as per any statutory enactment or otherwise, it shall be admissible and paid at actuals on submission of documentary evidence.
- 16. PAYMENT: Payment will be made within 30 days of submission of Bill in this regard after satisfactory completion of work and delivery of the annual reports along with proof of delivery subject deductions under any of the clauses mentioned in this tender or as mutually agreed upon as the case may be. If addressee is not found/ door locked atleast three attempts should be made and if still the same could not be delivered, the hard copy to be returned to KARVY with proper remarks and endorsement. Only in those case payment will be made.
- 17. MODE OF PAYMENT: The payment will be made through Electronic System to the Bank details submitted by the bidder in the bid document.
- 18. TERMINATION FOR DEFAULT: DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the vendor, may terminate the Contract in whole or in part,
 - a) If the bidder fails to deliver any or all of the reports within the period(s) specified in the Contract, and/or
 - b) If the bidder fails to perform any other obligations(s) under the Contract and/or
 - c) If the bidder in the judgment of DCI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - In the event DCI terminates the Contract in whole or in part, DCI may engage another party to undertake the work, upon such terms and in such manner as it deems appropriate for the same services and the bidder whose contract is terminated shall be liable to DCI for any excess costs for such services.
- 19. SELECTION OF ANOTHER PARTY: In the event of failure of the bidder to perform the services as per the contract for any breach of any clause of the contract, DCI reserves the right to engage any other printer to undertake the services detailed in the contract at the risks and cost of the original bidder. A notice will be given by DCI to the bidder before initiating selection of another printer. On such engagement of another printer, the bidder will be liable to pay the difference in value of the service charge paid at a higher rate, if any. For this purpose, DCI may forfeit any dues payable to the bidder whose contract is terminated to recover this amount.
- 20. STATUTORY APPROVAL: The bidder shall obtain all the required statutory and other clearances/ approvals as may be required from the respective Competent authorities. The bidder shall be responsible for complying with the all clearances obtained by them and also all the applicable/prevailing laws, rules, regulations, policies, procedures and guidelines of the Govt. of India and state where the service is provided.
- 21. RELEASE OF INFORMATION: The bidder shall not communicate or use in advertising, publicity, sales releases or any in medium, photographs or other reproduction or works

under the contract or descriptions of the size, dimension, quantity, quality or other information concerning the service,, unless prior written permission has been obtained from DCI. Further, no information pertaining to the contents of the Annual Report shall be disclosed to anybody under any circumstances unless prior written permission has been obtained from DCI

- 22. NON-DISCLOSURE: The bidder shall not disclose or rent or lend to any third party, any information, data, record whether in electronic media or any other media related to providing the service to the DCI
- 23. NON SOLICITATION: The bidder shall not solicit or attempt to solicit the services of any employee of the DCI during the tenure of the contract.
- 24. TAXES, PERMITS AND LICENSES: The bidder shall be liable and pay all Indian taxes, duties, levies, and costs lawfully assessed against the bidder in pursuance to the contract. DCI will not pay any extra amount on account of any permits or licenses that is required to be obtained by the bidder in course of execution of the contract except to the extent specified in the Tender/ Agreement.
- 25. LAW GOVERNING AGREEMENT: The Agreement shall be governed by the relevant laws of Republic of India and shall be construed in accordance thereto.
- 26. The bidder shall not, without DCI's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of DCI in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 27. INTELLECTUAL PROPERTY RIGHTS: The bidder will indemnify DCI from any claim against it by any third party for any infringement into the Intellectual Property Rights of the party in respect of any software used by the bidder in connection with the contract with DCI.
- 28. Shortfall Documents: DCI may ask for shortfall documents during the evaluation of the bids.
- 29. ARBITRATION: Should any dispute or difference arise between the Corporation and the contractor in connection with this contract, or as to the rights and liabilities of the parties hereto, it will be referred to Arbitration by a Sole Arbitrator, a person to be appointed by the CMD of the Company subject to the provisions of the Arbitration and Conciliation Act, 1996, (Act 26 of 1996) read with the Arbitration and Conciliation (Amendment) Act, 2015 and/or any amendments to the same. The award of the Arbitrator shall be final and binding upon the parties hereto. The Arbitrator has to give a reasoned award and be in accordance with the provisions of the Arbitration and Conciliation Act referred above or any statutory modifications or re-enactment thereof. The Sole Arbitrator is prohibited from awarding any interest in the award for the pre-reference period, pendent lit, post award period. The venue of the Arbitration will be at Visakhapatnam, and the courts at Visakhapatnam will have exclusive jurisdiction on all matters with reference to this contract.
- 30. JURISDICTION OF COURTS: All contracts will be in accordance with the prevalent Indian Laws and all disputes will be subject to the Jurisdiction of Visakhapatnam only.
- 31. DCI, the Purchaser, reserves the right to accept or reject any or all offers in part or not to make any procurement against this tender, without assigning any reasons. No dispute of any kind can be raised against this right of the buyer in any court of law or elsewhere.
- 32. Notwithstanding anything said above, DCI reserves the right to follow any guideline or

instruction received from the Government or any statutory bodies received from time to time.

33. Force Majeure:- If at any time before the actual stipulated date of delivery, the completion of the work is delayed due acts of God, war or other hostilities, civil war, flood, typhoons, hurricanes, storms, earthquakes, tidal waves, landslides, tsunami, fires all the foregoing, irrespective of whether or not these events could be foreseen, at the date of issue of the work order, and in any such case, both the parties will discuss regarding a mutually acceptable new date of delivery. However, if cumulative above force majeure delays exceed 75 days, DCI has the right to rescind the contract. The contractor cannot claim and DCI is not liable to pay for any damages of whatsoever nature that may have been suffered by the contractor due to Force Majeure.

34. Liquidated damages:

- a) Time is the essence of the contract and hence liquidated damages are levied for delays.
- b) The Liquidated damages are levied @ 1/4 % of the contract value or part thereof per day of delay.
- c) Liquidated damages will be recovered being pre-estimated cost.
- d) Liquidated damages will be recovered only for the delays beyond 10th August 2017 on proportionate basis.
- e) In case of delay beyond 5 days over and above the agreed time schedule, the Company reserves the right to cancel the contract at the risk cost of the party and undertake the postage with any other party. No payment would be made to the party in such case.
- f) For levy of liquidated damages, the decision of DCI will be final and binding on the party whether or not DCI suffers any financial loss
- 35. Notwithstanding anything stated elsewhere in this tender document, DCI reserves the right to terminate the contract before the actual job of dispatch has begun by giving 3 day's notice.
- 36. This work order/contract awarded to the successful party is not transferable. The party to whom the work order is given is not allowed to sub-contract this work by whatever name called to anybody. If it is found that this work is transferred or sub-contracted to anybody at any point of time, DCI reserves the right to cancel the contract with all its consequences and carrying out the work for the balance period at the risk and cost of the party whose work order is cancelled plus levy of fine/ claim of damages from the party whose work order is cancelled.
- 37. Any change in the constitution of the tenderer shall not be permitted except with the clear written consent of the Corporation.
- 38. Please go through the tender documents carefully and submit your lowest offer accordingly.

SECTION-II INFORMATION TO BE PROVIDED BY THE BIDDERS.

- Note: 1. THIS SECTION SHOULD BE FILLED ON THE LETTER HEAD OF THE BIDDER, , AND SIGNED.
 - 3. ALL FIELDS ARE TO BE COMPLUSORILY FILLED. IF ANY INFORMATION IS NOT APPICABLE/ NOT AVAILABLE/NIL, PLEASE WRITE NOT APPLICABLE/ NOT AVAILABLE/NIL AGAINST THE PARTICULAR COLUMN.

SI.N os	Par	ticulars	Columns applicable		be	filled	in	wherever
1	Par	ticulars of Tenderor	1					
	Α	Name of the PARTY						
	В	Postal Address						
	С	Authorised person's name						
	D	Authorised person's designation						
	E	Telephone Number						
	F	Mobile Number						
	G	e-mail address						
2	Bar	nk Details (Please provide the information a	gainst each	colu	ımn)			
	1	Name of the Bank]					
	2	Name of the Branch						
	3	Bank Address						
	4	Bank Account No						
	5	IFSC Code/ RTGS Code						
3		n Card No. ach a Copy of the PAN CARD)						
4	(Att	T number issued by respective authorities ach a copy of the relevant documentued by the concerned authority.)	t					
5		rk Order/ Invoices for carrying out dispatch Annual Report from 2015-16.						
			Name of th Company	е				
6	Other undertakings							

SECTION-III PRICE BID FORMAT (BOQ)

S.No	Description		Units of Measure	by bidder)	(in %) (To be entered by the bidder, if applicable)	per copy without Taxes (Rs.) (= 3 X 4)		
1	2	3	4	5	6	7	8	9
	43 rd Annual Report to shareholders.	Probable	of approx.					

ANNEXURE – 1 OTHER UNDERTAKING (TO BE GIVEN ON LETTER HEAD OF BIDDER.)

	Dated				
Dredging Corporation of India Ltd., "Dredge House", Port Area,					
VISAKHAPATNAM-530001.					
I/We hereby confirm having read by me/us so far all the terms and conditions stated in the subject Tender Ref No. Nodeclare/state/ undertake as under:-	documents in connection with the				
1 I/we further confirm and declare that all the signed.	e Tender documents have been				
2. We have not been banned or de-listed by any Government or Quasi-Government agencies or PSUs including DCI" in the last three financial years	YES/ NO (Strike off as may be applicable) If YES, the details to be				
years	If YES, the details to be furnished.				
3. We (in case of firm- this is applicable to the promoters or persons who have controlling	YES/ NO (Strike off as may be				
interests in the firm) are not related to any Officer of Dredging Corporation of India Ltd., or	applicable) If YES, the shall furnish the				
any Officer of the rank of the Deputy Secretary	details with name and nature				
or above in the Ministry of Shipping, of relationship. Government of India and also certify that we do					
not have any relatives employed in DCI.					
(Relative to have the same definition as under					
Companies Act. 4 With reference to your subject Tender we have	ereby give an Undertaking that				
4. With reference to your subject Tender we hereby give an Undertaking that we have not made any payment or illegal gratification to any person/authority					
connected any with the Tender Process so as to influence the tender process and					
have not committed any offence under the Prevention of Corruption Act in					
connection with the Tender. We also do under take that we shall disclose if any					
payment made or proposed to be made to any int					
the tender process in connection with this Tender					
5. With reference to subject Tender, we hereby certify that, we do not have any current	res/ NO (Strike off as may be				
litigation with the company.	furnish the details of litigation:				
6. I/we hereby give consent that my/our response to this Tender may not be					
considered by the Company/ Assignment, if awarded be cancelled if it has been					
found any of the undertaking(s)/information/document(s) given in/along with this					
TENDER has been found to be wrong, misleading, incorrect, manipulated, forged					
or has been obtained by any improper means whatsoever					
	Thanking you,				
	Yours faithfully,				

SIGNATURE OF THE "BIDDER" WITH SEAL

Place : Date :