#### DREDGING CORPORATION OF INDIA LIMITED



CIN No. L29222DL1976GOI008129 GST NO. 37AAACD6021B1ZB

Head Office: "DREDGE HOUSE", Port Area, Visakhapatnam-530001 Phone: 0891 2523250, Fax: 0891 2560581/2565920,

Website: www.dredge-india.com

Regd. Office: Core-2, First Floor, Scope Minar, Laxminagar District Centre, Delhi - 110092

DCI/CS/43rd AGM/ DIVIDEND/2019/

04/06/2019

Sub:

Tender no. CS-T2-Dividend/2019 – Providing

services for disbursement of dividend for the year

2018-19.

Quote is invited from your Bank for disbursement of dividend for the year 2018-19 in single cover system as per the Scope of the work given in the tender document, hereinafter given.

- 2. Tenderers are requested to go through the tender documents in detail, before submitting their quotes. The quote should be strictly as per the tender document and no editing, addition, deletion or modification of the tender document 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-T2- DIVIDEND /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: 18/6/19 at 1500 hrs

Thanking you, Yours faithfully, For DREDGING CORPORATION OF INDIA LIMITED

Company Secretary Encl: As above.

पंजीकृत कार्यालय : कोर-2, पहली मंजिल, स्कोप मीनार, प्लॉट नं. 2 'क' ब 2 'ख', लक्ष्मी नगर जिला केन्द्र, दिल्ली-110 092, फोन : 22448528, फैक्स : 22448527 REGD. OFFICE : Core-2, First Floor, 'SCOPE MINAR', Plot No. 2A & 2B, Laxmi Nagar District Centre, DELHI-110 092, Phone : 22448528, Fax : 22448527



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

### TENDER NO. CS-T2-DIVIDEND/2019 DATED 04/06/2019

#### **TENDER DOCUMENT**

**FOR** 

PROVIDING SERVICES FOR DISBURSEMENT OF DIVIDEND 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

DATE OF ISSUE OF TENDER LAST DATE OF RECEIPTOF BIDS DATE OF OPENING OF BIDS SCHEDULED DATE OF WORK ORDER

-04/06/2019 - 1500 HRS -18/06/2019

- 1530 HRS -18/06/2019 21/06/2019

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#### SECTION - I NOTICE INVITING TENDER

- 1. Sealed Tenders are invited under **Single** bid system for "Providing Services for Disbursement of dividend for the year 2018-19. The amount of Dividend to be distributed to the shareholders will be ₹8.4 Crore." as per the Eligibility Criteria & Scope of Work indicated in Section II.
- 2. The offers have to be submitted in closed cover—along with relevant information/ documents—mentioned in Section IV and the quote in the format mentioned in "PRICE BID" at Section V and both of these placed in a cover and sealed and superscribed as "TENDER NO. CS-T2- DIVIDEND /2019 DATED 04/06/2019" and sent by post/ courier/ speed post / registered post/ hand delivery so as to reach the following address on or before the last dated and time:-

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

- 3. DCI will not be responsible for any delayed receipt of bids beyond the last date and time mentioned. Bids received after the last date and time for whatsoever reason will not be considered and summarily rejected. Bids will not be accepted by e-mail/fax.
- 4. Details of tender:

i	Name of Work	Providing Services for Disbursement of dividend for the year 2018-19. The amount of Dividend to be distributed to the shareholders will be ₹8.4 Crore.		
ii	Single Cover/ Two Cover	Single Bid System		
iii	Date of issue of tender	04/06/2019		
iv	Last date for receipt of tender	18/06/2019 – 1500 hrs		
V	Date & Time of Opening of Bids	18/06/2019 - 1530 Hrs		
vi	Scheduled date of placing work	21/06/2019		
	order			
vii	Cost of Tender Document	NIL		
viii	EMD	NIL		
ix	Security Deposit/ Performance Security	NIL		

5. For any clarification please contact (by e-mail/ mobile):-

COMPANY SECRETARY
COMPANY SECRETARY DEPARTMENT
DREDGING CORPORATION OF INDIA LIMITED

DREDGE HOUSE, PORT AREA VISAKHAPATNAM - 530001 Mobile : 9949825233

e-mail: sreekanth@dcil.co.in

6. Addendum, modification, change of last date, if any etc., will be intimated by e-mail only.

7. In the event of the scheduled due date of opening of bids being declared as a closed holiday for purchasers office or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.

#### SECTION - II INSTRUCTION TO BIDDERS (ITB)

- Language: The language of the bid shall be English. All documents uploaded should also be in English language. In case the original document is in a different language, self attested English translation must be furnished.
- 2. Method of evaluation:-The bids of the parties will evaluated on the basis of the Highest offer (H-1) of the reimbursement of expenses. In case more than one bid is H1 then the parties who have quoted the H1 will be asked to revise the amount upward and the H1 will be selected among the same. Even after that, if more than one party is H1 then the work will be awarded to one of the parties at the discretion DCI.
- 3. DCI reserves the right to have negotiations with above H1 party if the amount quoted by the party is found to be on the lower side. Post-tender negotiations are banned, except in the case of negotiations with H-1 (i.e. Highest tenderer).
- 4. 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.
- 5. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing shall be liable for summary rejection.
- 6. The tender containing uncalled for remarks or any additional conditions are liable for summary rejection.
- 7. The Company should be informed of any change in the constitution of the bidder.
- 8. VALIDITY: The offer must remain valid for a period of 90 days from the date of opening of the Bid.
- 9. Reimbursement of expenses should be quoted in the PRICE BID (BOQ) Section. Apart from other conditions stated elsewhere in this document, the following are to be carefully read before quoting.
  - i. The amount quoted should be valid for entire period of contract. No reduction will be given during the interim period for whatsoever reason.
  - ii. The amount should be inclusive of all taxes. No extra taxes should be deducted or to be paid by DCI. TDS may be deducted as may be applicable.
  - iii. Should there be any revision of the dividend amount then the amount of reimbursement should be proportionately revised as per the actual amount of dividend declared and paid.
- 10. AWARD OF WORK: The Bidder, whose Bid has been accepted, will be notified of the award by way of Letter. Other documentation would follow as may be required would follow for opening of the account etc..
- 11. TERMINATION: 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, If the bidder fails to comply any of the obligations as may be required under this tender or under any other applicable statutory provisions.
- 12. 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.
- 13. 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, or any other information that has been shared by the company either directly or through its Registrar and Transfer Agent or through anybody, unless prior written permission has been obtained from DCI.

- 14. 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.
- LAW GOVERNING AGREEMENT: The Agreement shall be governed by the relevant 15. laws of Republic of India and shall be construed in accordance thereto.
- ARBITRATION: Should any dispute or difference arise between the Corporation and the 16. 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 mutually agreed to by both the parties 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.
- JURISDICTION OF COURTS: All contracts will be in accordance with the prevalent 17. Indian Laws and all disputes will be subject to the Jurisdiction of Visakhapatnam only.

#### SECTION - II **SCOPE OF WORK**

1	Name of the Work	:	Providing of services for disbursement of dividend for the year 2017-18.
2	Scope of Work	:	The Board of Directors have recommended a dividend @30% on the paid-up share capital of ₹28 crore (consisting of 2.80 Crore equity shares of ₹10/- each) of the Company for the year 2018-19 subject to the approval of the shareholders @ ₹3/- per equity share of ₹ 10/- each at the ensuing 43 <sup>RD</sup> AGM to be held on 08/08/19.  The amount of dividend to be distributed is ₹8.4 Cr.
			The Promoters holding is :- Visakhapatnam Port – 19.47%; Pradip Port : 18%; Jawaharlal Nehru Port – 18% and Deendyaal Port- 18%. Remaining 26.53 % is held by FII, Body Corporates, Insurance Companies, Individuals etc. The total number of shareholders is about 50000.
			The selected Banker is required to arrange for disbursement of dividend to the shareholders through NECS/ECS/NEFT/RTGS/Dividend warrant/Demand Draft or any other agreed mode of disbursement under the timelines prescribed and as intimated by the company.

#### SECTION – III GENERAL AND SPECIAL CONDITIONS

- 1. The disbursement would be primarily by way of NECS/NEFT/ECS/any other electronic mode. Dividend warrants would be issued to those who have not furnished NECS/NEFT/ECS A/c details. The cap of each warrant would be ₹1 lakh. The dividend warrants shall be payable "AT PAR" across all cities printed overleaf of the dividend warrant and shall have validity period of three months.
- 2. The Bank should handle the disbursement individually without associating any correspondent Bank. All the Dividend warrants would be in the name of the Bank payable at par at all Branches of the Bank throughout India.
- 3. The master data and the MICR controls will be made available to the Bank by our Registrars & Transfer Agents-M/s. KARVY, Hyderabad in about seven days from the date of book closure. The printing of dividend warrants and despatch of the dividend warrants will be undertaken by the R&T Agent, M/s. KARVY.
- 4. Demand Drafts are required to be issued by the Bank for the following cases:
  - a) for the holders whose payout is more than ₹1 lakh and/or not covered by NECS/NEFT/ECS/ any other electronic mode.
  - b) Warrants returned by the holder after expiry of validity period of three months.
  - c) warrants returned by the holder for change of mandate
  - d) for any rejection/return/correction case of NECS/ECS/NEFT/ Dividend warrants/Demand Drafts
  - d) in any special cases as may be informed by DCI/ KARVY

The details of the holders etc., would be informed by KARVY

- 5. Collection/ or any other charges whatsoever should not be levied by the Bank on the holder or the Company/ KARVY.
- 6. The selection of the Bank would be based on the basis of reimbursement of the amount by the Bank of the expenses incurred by the Company either directly or paid/claimed by KARVY towards:-
  - postage, processing, printing of dividend warrants, labour charges, printing expenses and other miscellaneous expenses in connection with disbursement of Dividend for the year 2018-19 to be paid to KARVY.
  - ii. R&T expenses paid to KARVY for the services provided by them from 1/4/18 to 31/3/19 and expenses incurred by DCI/KARVY towards printing
  - iii. Expenses incurred for printing and/or dispatch of Annual Report for 2018-19.

The Company has paid/ would pay the above amounts to KARVY on rising of bills by KARVY or directly to vendor. Then the bill would be raised on the Bank for reimbursement.

7. The evaluation for the purpose of selection of Bank would be based on the aggregate amount of reimbursement for 25 days of prefunding. However, the

amount of reimbursement will be for the actual number of days of prefunding. Prefunding is the total amount deposited with the Bank being the amount of the dividend declared. No of days of prefunding is the difference between the date of deposit of dividend amount to the Bank Account and the date of the warrant/ NCE/NEFT/ECs pay out date.

- 8. The date of declaration of the dividend by the shareholders is 08/8/19. The pay out date is 28/8/2019. The funds will be transferred to the selected Bank on 10/08/2019. The dividend warrants would be dated 28/08/2019.
- 9. The amount of reimbursement would be adjusted proportionately depending on the actual no. of days of prefunding and the amount of dividend delcared.
- 10. The bank account to be opened for the purpose of disbursement of dividend shall be nomenclatured as : "DREDGING CORPORATION OF INDIA LIMITED DIVIDEND 2018-19".
- 11. The amount of dividend that has not been claimed within thirty days (07/09/2019) from the date of declaration and lying in balance in the above said account shall be transferred within seven days from the date of expiry of said thirty days i.e. by 16/09/19 to another account nomenclatured as "DREDGING CORPORATION OF INDIA LIMITED –UNPAID DIVIDEND 2018-19". The above said account shall be closed after transfer to the Unpaid Dividend Account.
- 12. The amount so transferred to the above unpaid dividend account and remaining unpaid/ unclaimed for a period of seven years from the date of such transfer shall be transferred along with interest accrued, if any, to the Investor Education and Protection Fund of the government of India. The above Unpaid dividend account shall be closed after transfer to IEPF.
- 13. There shall be no charges to the maintenance of dividend / unpaid dividend account. The dividend/ unpaid dividend account shall be kept live for the periods stated above and shall not be closed/ suspended till closed.
- 14. The Bank shall follow such other requirements/statutory provisions as may be required with regard to maintenance of dividend account as per the Companies Act/ SEBI guidelines or any other statutory provisions.

### SECTION - IV DOCUMENTS TO BE SUBMITTED / INFORMATION TO BE PROVIDED

Note: -

- 1. THIS SECTION SHOULD BE FILLED ON THE LETTER HEAD OF THE BIDDER,
- 2. PLEASE PROVIDE THE SELF ATTESTED COPIES OF DOCUMENTS IN THE SAME ORDER AS STATED HEREIN I.E., THE STARTING PAGES SHOULD BE THIS SECTION V DOCUMENT DULY FILLED IN AND SIGNED FOLLOWED BY ALL THE ATTACHMENTS STATED HEREIN IN THE SAME ORDER STATED BELOW. ALL COPIES SHOULD BE SERIALLY NUMBERED AND THE PAGE NUMBERS TO BE GIVEN IN THE SPECIFIED COULUMN.
- 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	Part	iculars	Columns applicable		be	filled	in	wherever	Page Self	Nos attest	
									copies From	То	
1	Parti	culars of Bank									
	Α	Name of the Bank									
	В	Branch Name							1		
	С	Postal Address									
	D	Authorised person's name							Not ne	cessai	ry
	E	Authorised person's designation	3								
	F	Telephone Number									
	G	Mobile Number									
	Н	e-mail address									
2	Tend	y of the complete Tende derer's seal in token of acco lment.									
3	Annexure – 1 -Undertakings										

#### **SECTION - V**

#### PRICE BID (BOQ)

S.No	Item Description	(₹) (A)	GST etc.) Rate (in %) , if applicable) (B)	X B)	Total amount (inclusive of all taxes,.) ₹ (D = A+C)	in words
1	2	4	5	6	7	8
	Amount of reimbursement to DCI for ₹8.4 crores being 30% dividend on the Paid-up equity share capital of ₹28 Cr. for 25 days of prefunding.  The amount of reimbursement will be for the actual number of days of prefunding and for actual amount of dividend declared.					

The quote of the Bank should be strictly in the above format. Any counter condition would disqualify the Banks.

The Taxes, if any shall be specified separately as above.

TDS may be deducted at applicable rates.

The evaluation for the purpose of selection of Bank would be based on the aggregate amount of reimbursement for 25 days of prefunding for ₹8.40 Cr dividend as quoted above. However, the amount of reimbursement will be for the actual number of days of prefunding and for actual amount of dividend declared.

### ANNEXURE -1 OTHER UNDERTAKINGS (TO BE GIVEN ON LETTER HEAD OF THE "BIDDER")

	Dated					
Dredging Corporation of India Ltd.,						
"Dredge House", Port Area,						
VISAKHAPATNAM-530001.						
I/We hereby confirm having read by me/us read a terms and conditions stated in the documents in connection dated and hereby details.						
1 I/we further confirm and declare that all the Tender	documents have been signed.					
2. We have not been banned or de-listed by any	YES/ NO					
Government or Quasi-Government agencies or PSUs	(Strike off as may be applicable)					
including DCI" in the last three financial years	If YES, the details to be furnished.					
3. We (in case of firm- this is applicable to the	YES/ NO					
promoters or persons who have controlling interests in	(Strike off as may be applicable)					
the firm) are not related to any Officer of Dredging	If YES, the shall furnish the details					
Corporation of India Ltd., or any Officer of the rank of the	with name and nature of					
Deputy Secretary or above in the Ministry of Shipping,	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.						
With reference to your subject Tender we hereby	dive 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 intermediaries (agents etc.) during						
the tender process in connection with this Tender.	, , ,					
5. With reference to subject Tender, we hereby	YES/ NO (Strike off as may be					
certify that, we do not have any current litigation with the	applicable) If YES, please furnish					
company.	the details of litigation:					
6 I/we hereby give consent that my/our response to						
the Company/ Assignment, if awarded be cancelled						
undertaking(s)/information/document(s) given in/along wit						
wrong, misleading, incorrect, manipulated, forged or has l	been obtained by any improper means					
whatsoever						
	Thanking you,					
	Yours faithfully,					
	route takindny,					
SIGNA	TURE OF THE "BIDDER" WITH SEAL					
Place:						
Date :						