

DREDGING CORPORATION OF INDIA LIMITED

Project Office: Kochi
Phone No.0484-2963032

No.KOC/HR/05A/Laundry/2020

Dated: 07.12.2020

To,

M/s._____

Dear Sirs,

Sealed Tenders are invited from the reputed Laundry Service Providers having experience to provide **To Collect Dirty Linen from DCI Dredgers/Vessels, washing, Ironing and handing over back to DCI dredgers/Vessels** in single cover system i.e. COVER A: Technical & COVER B: Price Bids, initially for a period of 2 years initially and extendable for one more year on the same rates, terms and conditions at the discretion of DCI.

Section-I	Invitation for Tender
Section-II	Memorandum
Section-III	Scope of Work
Section-IV	General & Special Conditions of Contract
Section-V	Technical Specifications
Section-VI	Bill of Quantities (Price Bid)

02. Tenderers are requested to go through the tender documents in detail, before filling up the tender documents, enclosing relevant supporting documents and offering their rates.

03. Tenderers must sign & Seal on each and every page of the tender, in token of acceptance of the conditions of the Tender.

04. Tenderers are requested to submit their Technical Bid and Price Bid in two separate sealed covers and both the Technical Bid cover and Price Bid cover shall be put in another sealed cover duly indicating on the tender cover as "Tender for Providing Laundry Services on board DCI Dredgers" Tender No.KOC/HR/05A/Laundry/2020 Dated 07.12.2020 and can be downloaded till 11.12.2020 submit their tender on or before 1400 hrs on 11.12.2020.

05. The Technical Bid (Cover-A) shall contain the Tender documents viz., Sections-I, II, III, IV and along with Annexures I, II, etc., if any, duly signed on all pages by the tenderer together with EMD either by way of e-payment or Bank Guarantee. The Price Bid (Cover-B), i.e Section-VI (Bill of Quantities) to be kept in a separate sealed cover duly signed. It may please be noted that the Price Bid cover will be opened in respect of those parties who are technically qualified.

06. Both technical and price bid should be sealed in separate covers and both should be put in a separate main seal cover to be submitted to M/s. Dredging Corporation of India Ltd., Door.No.57/656 (d6), 2nd Floor, K.P. Vallon Road, Kadavanthra, Kochi - 682 020 .

07. The Bid to be submitted on or before 1400 hrs on 11.12.2020 and will be opened on 11.12.2020 at 1430 hrs in presence of such Tenderers / authorized representatives who are present at that time.

Thanking you,

Yours faithfully,

For DREDGING CORPORATION OF INDIA LIMITED

Project In-charge

Encl:- As above

SECTION-I

DREDGING CORPORATION OF INDIA LIMITED

Project Office: Kochi

Phone No.0484-2963032,

No.KOC/HR/05A/Laundry/2020

Dt. 07.12.2020

INVITATION FOR TENDERS

Sealed tenders are invited from the reputed Laundry Service providers for providing Laundry Services onboard Dredgers by M/s. Dredging Corporation of India Ltd., Door.No.57/656 (d6), 2nd Floor, K.P. Vallon Road, Kadavanthra, Kochi - 682 020, on as and when required basis in single cover system of Technical & Price Bids, initially for a period of 2 years initially and extendable for one more year on the same rates, terms and conditions at the discretion of DCI.

Payment of Rs.295/- (including GST) to be made to DCI's bank towards cost (through NEFT/RTGS etc.) of tender documents along with the tender, without which the tender documents will be summarily rejected. The confirmation of receipt is to be obtained by the bidder from DCI HO's e-mail treasury@dcil.co.in and to be enclosed with the bid along with electronic receipt/ UTR: Bank:-

DCI CURRENT ACCOUNT NO.35833070000014

BANK NAME: SYNDICATE BANK

BRANCH NAME: DCI LTD, PORT AREA BRANCH, VISAKHAPATNAM – 530001

IFSC/RTGS NO. SYNB0003583

SWIFT CODE NO. SYNBINBB032

The Last date for receipt of tender is up to 1400 hrs on 11.12.2020 and the Bids will be opened on 11.12.2020 at 1430 hrs.

Dredging Corporation of India Limited reserves the right to accept or reject any or all tenders received without assigning any reasons whatsoever.

The detailed NIT and complete tender documents are hosted in the websites www.eprocure.gov.in, www.dredge-india.com / tender.html. The interested parties may also download the tender documents from the website for participation in the Tender by enclosing a receipt for electronic payment made for Rs.295/- through NEFT/RTGS etc. to above mentioned bank account towards the cost of tender documents plus GST (Non-refundable) along with the tender in Technical Bid, without which the tender documents will be summarily rejected. The confirmatory of payment to be mailed to id treasuy@dcil.co.in and also to be enclosed with bid.

SECTION – II
TENDER

M/s. Dredging Corporation of India Limited is desirous of getting Laundry services for the Dredgers at Cochin in single cover system of Technical & Price Bids, initially for a period of 2 years initially and extendable for one more year on the same rates, terms and conditions at the discretion of DCI. The details with regard to EMD, Security Deposit, Period of Contract, etc., are as indicated in the following Memorandum:-

MEMORANDUM

i)	Name of Work	<i>To Collect Dirty Linen from DCI Dredgers/Vessels, washing, Ironing and handing over back to DCI dredgers/Vessels.</i> The Contractor has to make his own arrangements for collecting the linen from dredgers/vessel, transportation/shifting to his shop and back to dredgers/vessels.
ii)	Tender Cost	Rs.295/- (including GST)
iii)	E.M.D.	Rs.20,000/-
		(MSME parties are exempted from tender cost and EMD as per latest guidelines)
iii)	Performance Security	3% of the Contract Value
iv)	Period of contract	Initially for a period of 2 years and extendable for one More year on the same rates, terms and conditions at the discretion of DCI
v)	Issue of Tender Documents	From 07.12.2020 to 11.12.2020
vi)	Last date for Receipt of Tenders	up to 1400 hrs on 11.12.2020
vii)	Date & Time of Opening of Bids	at 1430 hrs on 11.12.2020

2. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and conditions and other provisions contained in the tender documents, Invitation for Bids (Section-I), Tender (Section-II), Scope of Work (Section-III), General & Special Conditions of contract (Section-IV), Technical Specifications (Section-V) and Bill of Quantities (Section-VI -Price Bid), which have been read by me/us read and explained to me/us so far as they are applicable. In default of any of these conditions, I/We agree to set off the extra cost if any, for carrying out the work at my/our risk and cost against the Security Deposit available with the Dredging Corporation of India Limited, or its successors and to pay the DCI or its successors on demand as debt due any amount required to meet the extra cost of carrying out the work over and above Security Deposit furnished by me/us.

3. Bank Guarantee/Receipt for electronic payment made for Rs20,000.00/- (Rupees Twenty Thousand Only) through NEFT/RTGS etc. to DCI Current Account No.35833070000014 is hereby forwarded towards EMD.

4. I/We hereby confirm having read and understood all the terms and conditions of the tender and abide by these terms and conditions.

Signature of the Tenderer
(at the time of submission
of tender) with Seal

Date _____

Signature of the Witness
to the Contractor's
Signature

Witness:
Address :
Occupation:

SIGNATURE OF THE TENDERER WITH SEAL

SECTION - IIISCOPE OF WORK

Dredging Corporation of India Limited (Consortium of Four Major Ports) having its Project office at Door.No.57/656 (d6), 2nd Floor, K.P. Vallon Road, Kadavanthra, Kochi - 682 020 is executing dredging operations for Cochin Port Trust and Cochin Shipyard Limited for next two years by deploying DCI Dredgers.

In this connection, Laundry Services are required for the Dredgers and the Contractor has to Collect Dirty Linen from DCI Dredgers/Vessels, wash, Iron and hand over back to DCI Dredgers/Vessels. The Contractor has to make his own arrangements for collecting the linen from dredgers/vessel, transportation/shifting to his shop and back to dredgers/vessels.

The quantity per vessel per trip is indicated in price bid(Bill of quantities)

SIGNATURE OF THE TENDERER WITH SEAL

SECTION-IVGENERAL AND SPECIAL CONDITIONS OF CONTRACT

1. Tenderers shall submit their tenders in a sealed covers duly indicating on the tender cover as “Tender for Providing Laundry Services onboard DCI Dredgers” - Tender No.KOC/HR/05A/Laundry/2020 dated 07.12.2020” and submit their tender on or before 1400 hrs on 11.12.2020.
2. The sealed tender completed in all respects along with prescribed Earnest Money Deposit of Rs 20,000.00/- may either be submitted by Registered Post/Speed Post/Courier before the stipulated time i.e 11.12.2020 or the same may be dropped in the tender box placed at Door.No.57/656 (d6), 2nd Floor, K.P. Vallon Road, Kadavanthra, Kochi - 682 020. In case the tenders are sent by post, DCI will not be responsible for any postal delays. Unsealed tenders will be summarily rejected.
3. The tenders will be opened at 1430 hours on 11.12.2020 in presence of such tenderers/representatives who are present at that time.
4. Tenders received after specified time and date will not be accepted.
5. Tenders received without Earnest Money Deposit of Rs.20,000.00/- are liable for summary rejection
6. The EMD will be submitted by the parties in the form of electronic payment through NEFT/RTGS (or) B.G. from any scheduled commercial Bank, as per attached Performa. Demand Draft / Pay Order/Cheques will not be accepted.
7. Towards Performance security for the due fulfilment of this contract, amount as stated in Memorandum will have to be deposited by the lowest (L-1) tenderer within 10 days after receiving LOA from DCI. The Earnest Money Deposit will be converted as part of the Performance Security
8. All tenders must be absolutely clear, failing which the same will not be considered.
9. All columns would be properly and legibly filled in. No column would be left blank. Any correction in the rates, etc., would be duly attested by the tenderer. Alterations, if any, not authenticated with attestation may result in the rejection of the tender.
10. Rates quoted by the tenderer in item rate tender in figures and words will be accurately filled in so that there is no discrepancy in the rates written in figures and words.
11. The Tenderer should make their own arrangements for obtaining Port entry Passes for their vehicle, equipment, Men and material.
12. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that the interpolation is not possible. The total amount would be written both in figures and in words. In case of figures word's' would be written before the figures of Rupees and word 'paisa' after decimal figures viz., Rs.2.15 Ps. And in the case of words, the word 'Rupees' should precede and the word 'paisa' would be written at the end. Unless when the rate is in whole rupee and followed by the words only, it would be invariably be up to two decimal places.
13. The rate will be quoted in decimal coinage and will be noted in figures and words. The amount for each item would be worked out and the requisite total given.
14. If the amount of an item is not worked out by the tenderer (or) does not correlate with the rate written either in figures or in words, then the rate quoted by the tenderer in words will be taken as correct.
15. Where the rate quoted by the tenderer in figures and words tallies, but the amount is not worked out correctly, then the rate quoted by the tenderer will be taken as correct and not the amount.

SIGNATURE OF THE TENDERER WITH SEAL

16. Item rate tender bearing any inscription either to increase or decrease the rate quoted, they will not be considered and such tender will be rejected summarily.
17. The tenderer should sign & Seal on all pages of the tender documents including Price Bid attached with the tender while tendering for the work.
18. The rate quoted in the tender will remain firm during the currency of contract including the extended period if any. No claim for the increase in the rates of the materials and labour during the contract period will be entertained by DCI.
19. Payment will be made on Rates quoted as per BOQ but excluding GST
20. When a tenderer signs a tender in an Indian Language, the rates and the total amount tendered would also be written in the same language. In the case of illiterate contractors, the rates or the amounts tendered would be attested by witness. Prices shall be quoted in Indian Rupees only.
21. GST at actual will be reimbursed, provided, proper bill as per GST laws is furnished, along with the required particulars viz., tax computation, etc.
22. The tenderers should acquaint themselves with the work and the working conditions for providing services onboard the dredgers.
23. The tender should be valid for a period of 90 days from the date of opening of Technical Bid.
24. DCI reserves the right to cancel/withdraw the tender at any stage without assigning any reason.
25. Conditional tenders and additional conditions of the tenderer will not be considered.
26. In the event of any breach of contract on the part of the contract, the Corporation reserves the right to forfeit the entire Performance security including converted EMD amount. Corporation also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer.
27. The Contractor, its employees and labours shall observe the discipline and policies of DCI in the normal course of his duties.
28. If as a result of any re-verification or post audit, any amount is found to be recoverable from the tenderer, the same will be recovered first from any sum due to the tenderer against any current bill of the tenderer and/or from their Performance security and / or from any other amount due from the Corporation and/or on demand.
29. All claims of the Dredging Corporation of India Limited against this contract or any other transactions whatsoever will be recovered from the amounts due to the tenderer under this account.
30. The Income Tax as applicable for the services rendered by the Contractor in providing Laundry Services, will be deducted from the monthly running bills as per the Income Tax Act (as amended from time to time).
31. Wages will be paid by the renderer to the workmen, directly without intervention of any jamadars or chowkidars and that the contractor will ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadars from the wages of the workmen. The renderer will also strictly comply with the various provisions of the labour welfare statutes like:
 - i) Contract Labour (Regulation and Abolition Act, 1970).
 - ii) Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
 - iii) Industrial Dispute Act, 1947.
 - iv) Payment of Gratuity Act, 1972.
 - v) Equal Remuneration Act, 1976.

- vi) Employees Provident Fund and Misc. Provisions Act, 1952.
 - vii) Minimum Wages Act, 1948.
 - viii) ESI Act, 1948 and
 - ix) Laws applicable to women, wherever applicable and any other relevant statutes, together with the amendments, thereon. The contractor shall maintain various registers as required under the statutes and produce to the officer of the Corporation nominated for the purpose, every month/as and when required for verification. No child labour should be engaged.
32. All liabilities such as compensation under Workmen's Compensation Act, PF Act and other regulations of the Govt. prevailing and as amended from time to time will be to the tenderer's account and the tenderer must indemnify the DCI against such liabilities.
33. If the tenderer makes default in proceeding with the work with due diligence, due to lack of resources or organization or work operated is not up to the expected standards, the Corporation reserves right to cancel the contract at 3 (three) days notice at any time during the currency of the contract. If the tenderer fails to execute the work as per conditions of the contract, the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. The Corporation would be entitled to with-hold any sum due and payable to the tenderer towards the sum as a result of the said breach or default. The contractor will not have any claim for compensation or otherwise on this account.
34. The tender is non transferable and if transferred, it is liable for rejection.
35. Settlement of Disputes:
 In case of dispute between DCI and contractor for contractor up to Rs.10 Crores, the issue will be referred to Chief General Manager (CGM) shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications, designs and drawings and instructions concerning the works or the execution or failure to execute the same arising during the course of work and in the maintenance period. 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 Chief General Manager (CGM). 20.2 Any dispute or difference arises between 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.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 reenactment thereof. This Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre reference period or pendent. The venue for the Arbitration shall be Visakhapatnam and the Courts at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.
36. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
37. The work will be commenced and completed as per the time schedule mentioned. In the event of delay in commencing the subject work, as stipulated in the work order, the work order issued to the party will be cancelled and EMD/SD will be forfeited.
38. If tenderer fails to complete the work, DCI reserves the right to execute the work from the other sources at the risk and cost of the renderer and EMD/SD submitted will be forfeited.

39. The performance security shall be submitted by the Contactor within 10 days after receiving the LOA from DCI (or) at his option, performance security, after adjusting EMD may be submitted by NEFT/RTGS or as bank guarantee. In addition SD will deducted @ 5 % from the Contractor's running bill. The Performance Security and Security Deposit amount will be returned after satisfactory completion of the contract, upon No Dues/No Claims Certificate submitted by party duly certified by DCI. The Security Deposit will not carry any interest.
40. The Contractor will take all precautionary measures not to cause damage to the existing equipment/installations, etc. If any damages are caused they would be made good as directed by authorized representative of DCI.
41. The Contractor will see that no disturbance/obstruction are caused to the normal working of DCI Dredgers and its employees.
42. The Contractor is responsible for taking all precautionary measures for the safety of the lives of all the workmen working under him. The responsibility arising due to any mishap during the execution of work and the payment of any compensation etc. thereof lies entirely on the part of the contractor.
43. The tenderer will furnish a certificate that he is not related to any Officer of Dredging Corporation of India Limited or any Officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The tenderer should give a declaration along with their tender about the names of the relatives, who are employed in Dredging Corporation of India Limited. Performa of declaration attached (ANNXURE-I).
44. The tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected 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 (ANNXURE-II).
45. The tenderers shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid. (ANNEXURE-II)
46. The Tenderer shall furnish information regarding any current litigation in which the tenderer is involved as per format given at Annexure – III
47. The Tenderer shall furnish GST Registration Number, Pan Number and Details of his Bank Account for Electronic Transfer of payments as per format given at Annexure – IV.
48. Contractor to Execute Contract Agreement : After receipt of work order and within 10 (Ten) days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.200/- stamp paper to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 10 (Ten) days from the date of work order issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.(Format attached) at Annexure-V
48. Liquidated Damage: In the event of failure of the contractor to provide Services to the Corporation, Liquidated damages can be levied @ 1% per week or part thereof, up to a maximum of 10% of the contract value will be levied and upon reaching maximum, DCI may consider to cancel the contract..
49. Any parties debarred by any Government Organizations/PSUs/Private Sectors are debarred in participating in this tender and the tenders received from such parties will be summarily rejected.
50. The Contractor should arrange Insurance for the workmen engaged for the above work and the policy should be valid during the entire period of contract.
51. The tender will be finalized based on overall L1 rates quoted by the tenderer.

52. In case of any loss / damages to the linen/ clothes, cost of such loss/damages, as assessed by the Master of the Dredger/Tug shall be paid by the contractor, failing which the cost of such loss / damages will be recovered from the bills /security deposit of the contractor.
53. Tenders which do not fulfil all or any of the above conditions or are incomplete in any respect, are liable for summary rejection.

SECTION-V

TECHNICAL SPECIFICATIONS

01. The rates quoted will be valid for entire contract period of three years ie.including extendable period from the date of acceptance of Work Order.
02. Tenderer shall take full responsibility for the safety of his workmen during the period of contract. The Corporation will not be liable for or in respect of any damage or compensation payable in law, in respect or consequence to any accident or injury to any workmen or other persons in employment of the contractor or damages etc., and the tenderer will indemnify and keep DCI indemnified against all such damages and compensations and against all claims, damages, proceedings cost, charges and expenses, whatsoever in respect thereof or relating thereto.
03. The Contractor shall submit the bills towards the services provided in duplicate along with the delivery challan duly signed by the Master of the Dredger/Tug preferably within 7 days of next month. The payment shall be made by NEFT/RTGS within 30 days from the date of receipt of the bill complete in all respects from HO, Visakhapatnam. Necessary IT etc. as applicable will be deducted from the bill.
04. The labourers engaged by the contractor should be advised / instructed to behave politely with the officers/staff while discharging their duties.
05. The tenderer should be able to cater/provide Laundry services, as required by the Corporation on any day within 01 day on intimation. If the tenderer fails to do so, alternative arrangements will be made and the difference of amount incurred thereof will be deducted from the tenderer, while settling his bills.
06. The tenderer shall have valid Pan Number and GST registration number.
07. The EMD of the unsuccessful tenders shall be refunded after finalization of the tender and no interest for the EMD is payable by DCI.
08. The workmen / employer deployed by the contractor shall under no circumstances be deemed to be DCI employee and the contractor shall hold himself fully responsible for any claim / claims which they or their heirs or dependants or representatives would have made for damages or compensation for anything done or committed to be done in the converse of carrying out the work whatever arising on DCI premises or elsewhere.
09. Termination for Convenience: The DCI may by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. A notice period of seven days will be given.

SIGNATURE OF THE TENDERER WITH SEAL

SECTION – VII (Cover – B) -PRICE BID -(BILL OF QUANTITIES)

(TO BE SUBMITTED IN SEPARATE SEALED COVER)

NAME OF WORK: To Collect Dirty Linen from DCI Dredgers/Vessels, washing, Ironing and handing over back to DCI Dredgers/Vessels.

Sl. No.	Description	Unit	Estimated Quantity per trip/per Vessel	Rate/Unit	Total Amount
1	Bed Sheet (Double)	Nos.	15		
2	Bed Sheet (Single)	Nos.	24		
3	Bath Towels	Nos.	20		
4	Face Towels	Nos.	15		
5	Pillow Covers	Nos.	20		
6	Pantry Cloth	Nos.	30		
7	Blanket	Nos.	5		
8	Curtain	Nos.	3		
9	Table Cloth	Nos.	5		
10	Counter pane	Nos.	10		
	Transport and Handling Charges(to and fro charges)	Per Trip (which includes collection and delivery)	Lump Sum		
Total Amount in Figures					
Total Amount in Words					

Note: (1)The rates quoted shall be inclusive of all labour, overtime, batta, cost of washing materials, taxes etc , excluding GST. Delivery shall be onboard the Dredgers/Vessels and no escalations in any manner is admissible during contract period, including extension period, if any.

(2) Quantity indicated is approximate per vessel per trip, no of trips may vary from 2 to 8 per month depending on the number of vessels and their requirement . Payment will be on actual quantity and delivery challan/receipt duly certified by Master of each vessel

SIGNATURE & SEAL OF THE TENDERER

ANNEXURE-I

Dated

To

M/s.Dredging Corporation of India Ltd.,
Door.No.57/656 (d6), 2nd Floor,
K.P. Vallon Road, Kadavanthra, Kochi - 682 020

Sir,

Sub: - Tender for Providing Laundry Services onboard DCI Dredgers– Reg.

With reference to your Tender No.KOC/HR/05A/Laundry/2020 dated 07.12.2020 and as per Cl.No.43 of General & Special Conditions of Contract, 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.

Thanking you,

Yours faithfully,

PROFORMA

Dated _____

To,

M/s. Dredging Corpn.of India Ltd.,
Door.No.57/656 (d6), 2nd Floor,
K.P. Vallon Road, Kadavanthra, Kochi - 682 020

Dear Sirs,

Sub: - Tender for Providing Laundry Services onboard DCI Dredgers – Reg.

:-o0o:-

With reference to your Tender NoKOC/HR/05A/Laundry/2020.dated 07.12.2020 and as per Clause No.44&45of General & Special Conditions of Contract, we hereby certify, that, we have not made any payment or illegal gratification to any person/authority connected 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.

Thanking you,

Yours faithfully,

PROFORMA

Dated _____

To,

M/s. Dredging Corpn.of India Ltd.,
Door.No.57/656 (d6), 2nd Floor,
K.P. Vallon Road, Kadavanthra, Kochi - 682 020

Dear Sirs,

Sub: - Tender for Providing Laundry Services onboard DCI Dredgers – Reg.

:-o0o:-

With reference to your Tender NoKOC/HR/05A/Laundry/2020dated 07.12.2020 and as per Clause No.46 of General & Special Conditions of Contract, we hereby certify, that, we do not have any current litigation with any party/firms.

Thanking you,

Yours faithfully,

PROFORMA

Dated _____

To,

M/s. Dredging Corpn.of India Ltd.,
 Door.No.57/656 (d6), 2nd Floor,
 K.P. Vallon Road, Kadavanthra, Kochi - 682 020

Dear Sirs,

Sub: - Tender for Providing Laundry Services onboard DCI Dredgers – Reg.

-:o0o:-

With reference to your Tender No.KOC/HR/05A/Laundry/2020dated 07.12.2020 and as per Clause No.47 of General & Special Conditions of Contract, we hereby furnish our GST Number, Pan Number and our Bank Account details for payment through E-transfer as follows:

- 1) GST Reg. No. :
- 2) Pan No. :
- 3) Bank Account Details:
- a) Name of the Firm :
- b) Name of Bank :
- c) Name of Branch :
- d) Account No. :
- e) Nature of Account :
- f) IFSC Code of the Bank:

(Photocopies for the above mentioned information should be enclosed)

Thanking you,

Yours faithfully,

PROFORMA OF BANK GUARANTEE BOND IN LIEU OF PERFORMANCE SECURITY.

(To be executed on Rs.200/- Non-Judicial Stamp Paper)

Bank Guarantee No.

Date

To

Dredging Corporation of India Limited
 H.B Colony Main Road,
 Seethammadhara
 Visakhapatnam-530013

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Registered Office at Core-2, 1st Floor, SCOPE MINAR, Plot No.2A&2B, Laxmi Nagar District Centre, Delhi-110091 (hereinafter called the "DCI" having agreed to exempt M/s. _____ (indicate Name & Full Address of the Contractor) (hereinafter called the said "Contractor") from payment under the terms and conditions of the tender No. _____ dated _____ made between the DCI and the Tender for

_____ (herein after called the said "Contract") of Security Deposit in cash for the due fulfilment by the said Contractor of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs. _____ (Rupees _____ only).

We _____ (indicate the name of Bank) (hereinafter referred to as "the Bank") at the request of M/s. _____ the said Contractor do hereby undertake to pay to the DCI an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said contract of any of the terms or conditions contained in the said contract.

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

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said Tenderer shall have no claim against us for making such payment.

4. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged or till the DCI certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tender and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liability under this Guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer.

7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.

Date the _____ day of _____ 2020

For _____
(Indicate the name of Bank)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER WORTH OF RS...../-)

To,

Dredging Corporation of India Limited
H.B Colony Main Road,
Seethammadhara
Visakhapatnam-530013

WHEREAS _____ (indicate Name & Full Address of the Tenderer)(hereinafter called the "Tenderer") has submitted its tender dated _____ for the Execution of (Name of Work)in favour of DREDGING CORPORATION OF INDIA LIMITED, _____ (herein after called the "CORPORATION").

KNOW ALL MEN by these presents that we, _____(Bankers full address) (herein after called "Bank") are bound unto the Corporation for the sum of Rs._____ (Rupees _____ only) for which payment will and truly to be made to the said Corporation, the Bank binds itself its successors and assigns by these present.

THE CONDITIONS of this obligation are:

If the Tenderer withdraws his Tender

- a) during the period of validity of the Tender specified in the Tender (or)
- b) After having been notified of the acceptance of his Tender by the Corporation

During the period of Tender Validity.

- c) fails or refuses to execute the Agreement, if required, or
- d) do not commence the work as per the Letter of Intent or Work Order.

We undertake to pay to the Corporation up to the above amount upon receipt of their first written demand without the Corporation having to substantiate their demand, provided that in their demand the Corporation will note that the amount claimed is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained our liability under this guarantee is limited to Rs._____ (Rupees _____ only) and will remain in force up to 120 days from the date of opening of Tender and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated

SIGNATURE OF THE BANK WITH SEAL

FORM OF CONTRACT AGREEMENT

This agreement made this _____ day of _____ BETWEEN the _____, a body corporate under _____ having its registered office at _____ (hereinafter called “the Employer”, “which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part AND _____

(Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (Hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part.

WHEREAS the “Employer” is desirous of _____

_____ 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 fulfilment of all the Conditions of the Contract:

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - ❖ The Contract Agreement
 - ❖ The Letter of Acceptance/Work order
 - ❖ The Tender submitted by the Contractor
 - ❖ Instructions to Tenderer
 - ❖ Conditions of Contract
 - ❖ Specification for the Works
 - ❖ Price Bid

- ❖ Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent(to be enumerated).
- 3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
- 4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the “Contract Price” of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

CONTRACTOR

Signature :

Name :

Designation :

Seal :

In the presence of

Witness

a) Signature

Name & Address:

Signature:

Name :

Designation

Seal :

Signature

Name &Address: