

TENDER NO. CS-T8- CSR RO PLANT /2018 DATED 25/07/2018

Sub : CONSTRUCTION, TRANSPORT, ASSEMBLY AND INSTALLATION OF RO WATER PLANTS FOR SCHOOLS IN - IN AND AROUND VISAKHAPATNAM, VIZIANAGARAM AND KADAPA.

Sealed Tenders are invited from reputed parties for Dredging Corporation of India Limited, Visakhapatnam (hereinafter referred to as "DCI" or the "Company" or the "Corporation") in two cover system, i.e., Technical Bid & Price Bid through e-tender 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 two cover system - Technical Bid and Price Bid as per the conditions stated in the tender document along with relevant documents and submit their tender electronically on or before the time and date mentioned therein. Addendum, modification, change of last date, if any etc., will be uploaded on the web-site only. Tenderers are requested to verify the website before submitting the tenders

4. This is a online tender and all the tender documents are to be submitted online only. Even the tender cost/EMD/Security deposit are to submitted online through RTGS/NEFT and necessary UTR Nos etc., uploaded. The original Bank Guarantee where applicable should be sent to DCI office.

Thanking you,

Yours faithfully,
For Dredging Corporation of India Limited

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

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

TENDER NO. CS/T8-CSR-RO PLANTS /2018 DATED 25/07/2018



TENDER DOCUMENT

FOR

**CONSTRUCTION, TRANSPORT, ASSEMBLY AND INSTALLATION OF RO PLANTS FOR SCHOOLS
IN AND AROUND VISAKHAPATNAM, VIZIANAGARAM AND KADAPA.**

OPENING DATE OF DOWNLOADING OF TENDER DOCUMENTS	- 25/07/18-1000 HRS
CLOSING DATE OF DOWNLOADING OF TENDER DOCUMENTS	- 27/08/18-1500 HRS
LAST DATE OF UPLOADING OF BIDS	- 27/08/18-1500 HRS
DATE OF OPENING OF TECHNICAL BIDS	- 28/08/18-1530 HRS
SCHEDULED DATE OF OPENING OF PRICE BIDS	- 06/09/18
SCHEDULED DATE OF PLACING WORK ORDER	- 12/09/18
COMPLETION OF WORK	- 90 DAYS FROM DATE OF WORK ORDER



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SECTION - I NOTICE INVITING E- TENDER

1. 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.
2. Sealed Tenders are invited under two bid system through E-Tender from the eligible bidders as per eligibility criteria of NIT for the subject work as per the Eligibility Criteria & Scope of Work indicated in Section - II.
3. There will be no physical/manual sale of tender document.
4. The complete tender document shall be available on the website of "DCI"- <http://www.dredge-india.com>, Central Public Procurement Portals - <http://www.eprocure.gov.in> and <http://www.tenders.gov.in>
5. The offers have to be submitted online through the e-procurement portals stated above based on the Tender document, uploaded in websites mentioned above. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrollment is free of cost and one time activity only.
6. Details of tender:

I	Subject of Tender	TRANSPORT, ASSEMBLY AND INSTALLATION OF RO WATER PLANTS FOR SCHOOLS - IN AND AROUND VISAKHAPATNAM, VIZIANAGARAM AND KADAPA (THE LOCATIONS MAY INCREASE/ DECEREASE BUT WITHIN THE ACCESSIBLE LIMITS OF KADAPA.)
II	Single Cover/ Two Cover	Two bid system
III	Estimated value of Tender	₹60 Lakh (approximately) (inclusive of all taxes)
IV	Cost of Tender document	₹1200/- (including GST) payable by ECS/NEFT/RTGS
V	Earnest Money Deposit (EMD)	₹60000 payable by ECS/NEFT/RTGS.
VI	Security Deposit	10% of the total landed cost payable by ECS/NEFT/RTGS or by way of Bank Guarantee on any Scheduled Bank enforceable at Visakhapatnam payable after the issuance of letter of intent.
VII	MSMEs	As per the directions issued by Ministry of Micro, Small and Medium Enterprises (MSME), the participating MSMEs registered with NSIC will be given the following benefits:- i) Issue of tender sets free of cost. ii) Exemption from payment of EMD iii) Waiver of SD upto monetary limit for which the unit is registered. iv) MSME quoting within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than MSME and such MSME shall be allowed to supply upto 20% of the tendered value subject to minimum of one unit (container).
VIII	Warranty period	One year from the date of handing over of the porta cabins as per the Delivery Protocol. The successful tenderer is required to replace or repair, as may be required and agreed upon by DCI in writing, any material used in the container and provided by the tenderer if a defect in material or workmanship including non-compliance to the specifications in the tender document arises under conditions of normal and proper use and maintenance (fair wear and tear excepted), provided that the claim is first notified in



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		writing to the tenderer within 12 months from the date of Take-Over of the container by DCI. The warranty covers all fittings and consumable items including connections, sealants, beadings pipes, bends, nipples, taps, basins, turbo ventilator etc., that are used for the containers.
IX	Opening date of downloading	25/07/2018 from 10.00 hours (IST)
X	Closing date of downloading	27/08/2018 upto 15.00 hours (IST)
XI	Closing date of Submission of bids	27/08/2018 upto 15.00 hours (IST)
XII	Date & Time of Opening of Technical Bids	28/08/2018 upto 15.30 hours (IST)
XIII	Scheduled date of opening of Price bids	06/09/2018
XIV	Scheduled date of placing work order	12/09/2018
XV	Period of the contract	From the date of issue of work order till the completion of warranty period.
XVI	Date of commencement of work	Within 15 days from the date of issue of work order.
XVII	Date of completion of work	Within 120 days from the date of issue of Letter of Intent. The date of completion will be the date specified in the Delivery Protocol to be signed by the successful tenderer and DCI representative. The same will be signed by the DCI representative for each of the toilets only after satisfactory completion of work. Format of Delivery Protocol given at Annexure – 6.
XVIII	Payment	Payment will be made within 30 days of submission of Bill in this regard after satisfactory completion of work and installation for of every District subject deductions under any of the clauses mentioned in this tender or as mutually agreed upon as the case may be. That means if the installation and handing over of the RO Plants in a district is complete then the bill for the same may be raised and will be paid accordingly and so on.

7. For any clarification please contact (by e-mail/ mobile):-
K.ASWINI SREEKANTH, COMPANY SECRETARY,
DREDGING CORPORATION OF INDIA LIMITED
DREDGE HOUSE, PORT AREA
VISAKHAPATNAM – 530001, Mobile : 9949825233
e-mail : sreekanth@dcil.co.in
8. Bids must be submitted online before or up to the scheduled time and date as mentioned above online only. No physical document need to be sent unless asked for. Scanned copy of all the documents to be uploaded online
9. Addendum, modification, change of last date, if any etc., will be uploaded on the web-site only. Tenderers are requested to verify the website before submitting the tenders
10. In the event of the scheduled due date of opening of bids being declared as a closed holiday for purchaser's office or a "bunth", the due date for opening of bids will be the following working day at the scheduled time.



SECTION - II INSTRUCTION TO BIDDERS (ITB)

1. Requirements for participation in e-tenders

In order to submit the online offer on e-Procurement portal the bidders should meet the following requirements:

- a. PC connected with Internet (For details, visit home page of e-Procurement portal). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, DCI shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b. Online Enrollment/Registration with e-Procurement portal with valid Digital Signature Certificate (DSC). The online enrollment/registration of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorised person. It shall be the responsibility of the tenderer to ensure that they get registered with the e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c. Class II or Class III Digital Signature Certificate (DSC).

2. Digital Signature Certificate (DSC)

Bidders may obtain Digital Signature Certificate from any Certifying Authority authorised by Controller of Certifying Authority (CCA) and which can be traced upto the chain of trust to the Root Certificate of CCA.

3. The tenderer in original printed company letterhead has to submit a declaration that Digital Signature Certificate (DSC) holder, who is bidding on-line in this tender is either the Bidder himself or possesses the authorization from Bidder to bid on behalf of him.
4. The offers are to be submitted online through DCI's e-procurement portal, (<http://dcitendersonline.gov.in>) in two covers- Cover-I containing "Technical Bid" and Cover-II containing "Price- Bid".
5. The bidder is required to furnish details in his offer as given in SECTION V. If no information is applicable against any serial number, please mention – "Not Applicable" and upload scanned copies of all the documents stated therein.
6. The Cover-I-Technical Bid, contains the pre-qualification criteria and other Technical terms & conditions and other documents. The information desired in section V shall be filled in the prescribed format and uploaded along with the desired documents/ Annexures in the Technical Folder in the order stated in SECTION V. The documents need to be provided on the letter head of the bidder wherever asked for and signed and stamped by the authorized person of the bidder.
7. The Cover-II, Price bid, containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on DCI's e-procurement portal. This will be downloaded by the bidder and they shall quote the rates, taxes etc. for the offered item on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bids of the bidder will have no condition and will consist of prices only. Cover -II (Price Bid) of only those tenderers, who are technically qualified, will be opened online on a pre-announced date and time which will be intimated to eligible tenderers in advance. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
8. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have downloaded the documents from website. The bidders are advised to see the same websites for corrigendum if any, from where the original tender document has been downloaded.
9. Bidders should download the complete NIT including the Annexures and read carefully before filling the details and uploading the documents.
10. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
11. Language: The language of the bid shall be English. All documents uploaded should also be in



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English language. In case the original document is in a different language, self attested English translation must be furnished.

12. Communication: All communication sent by DCI as well as the e-procurement service provider by post/fax/e-mail/SMS shall be deemed as valid communication. The bidder must provide complete address, fax number, e-mail id and mobile number.
13. User Portal Agreement: The bidders will have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.
14. DCI Bank account details for submission of Tender Cost/EMD/Security Deposit are as under:-

Account Name: DREDGING CORPORATION OF INDIA LIMITED
Bank: SYNDICATE BANK, DCI LTD BRANCH, VISAKHAPATNAM
A/C no: 35833070000014
IFSC Code: SYNB0003583
Swift Code: SYNBINBB032

15. The Cost of Tender Document and EMD as may be applicable is to be deposited by the tenderer only though online by NEFT/RTGS to the DCI Bank details given above within the due date and time for submission of online offer, failing which the online offer will not be considered.
16. The alpha- numeric unique transaction reference (UTR) should be filled in the Section V and the scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical Folder. In case of exemption of Tender Cost, the scanned copy of documents in support of exemption will have to be uploaded in the "Technical Folder" and exempted should be written in the relevant column.
17. The payment of DCI made through online mode must be received in DCI Bank Account before the last date and time of submission of bid failing which online offer will not be considered.
18. If the net payment credited to DCI bank account, is found to be less than the stipulated Tender Cost and/or EMD as may be applicable and required amount of the NIT, the Bid will not be accepted.
19. Physical mode of payment i.e Banker cheques or Demand drafts are not acceptable.
20. The EMD of unsuccessful bidders will be refunded through e- payment, after the bidder is declared unsuccessful to the Bank Account of the bidder as provided in Section V.
21. For successful bidders, the EMD shall be refunded after receipt of Security/ Performance Guarantee Deposit from the bidder. If the successful bidder so desires, the EMD may be converted into Security/ Performance Guarantee Deposit and the successful bidder will need to deposit only the balance amount of the Security/ Performance Guarantee Deposit after deducting the value of EMD, in the form of online transfer /Bank Guarantee.
22. EMD shall be forfeited if any tenderer withdraws their offer before finalization of the tender or fails to submit orders acceptance along with Security Deposit within 15 days from the date of order.
23. EMD will not fetch any interest.
24. The tender cost will not be refunded under any circumstance.
25. **SECURITY / PERFORMANCE GUARANTEE DEPOSIT:**
 - a. The successful bidder will have to furnish a Security/ Performance Guarantee Deposit by way of online transfer to the bank account details specified above or by way of a Bank Guarantee for an amount equivalent to 10% of the value of the total landed cost (after finalization) within 15 days after the issue of Letter of Intent notification of award. The amount of Security Deposit (UNLESS MADE BY WAY OF BANK GUARANTEE) has to be made online only by NEFT/RTGS to the DCI Bank details given above within the due date and time failing which the LOI will be withdrawn.



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- b. The scanned copy of the UTR for Security Deposit payment document must be intimated to the Company. Physical mode of payment i.e Banker cheques or Demand drafts are not acceptable.
 - c. This guarantee will be for faithful performance of the contract in accordance with the terms and conditions and technical specification specified in the contract bid documents.
 - d. If Security Deposit is by way of Bank Guarantee, it is to be submitted in the format prescribed at Annexure -5 Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank in India and shall be enforceable at Visakhapatnam.
 - e. DCI shall be at liberty to deduct appropriate from the Security/ Performance Guarantee Deposit such sums as are due and payable by the successful tenderer to the company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit.
 - f. DCI shall be at liberty to encash the Bank guarantee either in part/full after providing a notice period of seven days to the party to rectify the defect/deficiency/non-performance or any other action/inaction of any of the terms and conditions of the tender document and/or agreement entered into subsequently thereafter. However if the defect/deficiency/non-performance or any other action/inaction is such that it is to be rectified immediately then the period of seven days is not necessary and the said Bank Guarantee can be enforced forthwith.
 - g. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit (EMD).
 - h. The Bank Guarantee shall remain valid for a period of three months beyond the original contract period from the date of the award of contract and shall be renewed for a further period, if required so. Security/ Performance Guarantee Deposit or amount of money paid towards Performance Security Guarantee in form of bank draft will be discharged and returned to the successful tenderer after satisfactory performance of the contract for entire contract period from the date of commencement of service.
 - i. Security/ Performance Guarantee Deposit shall not fetch any interest.
 - j. In case of MSME, the party should give an undertaking at the time of issue of work order on a Rs.100 Non-Judicial Stamp Paper that it will meet the warranty conditions and will meet the costs or reimburse the cost towards the same to the Company.
26. Bidders are suggested to scan the documents in 100 DPI for maintaining clarity & easy upload. They should check the same regarding the such the clarity and legibility is not lost during scanning. The scanned copies which are not legible are liable not to be considered and the bid may be rejected.
27. Method of evaluation for technically qualified bidder:-The price bids of those parties which are opened will 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 party who has quoted the L1 will be asked to reduce the rates for others suitably so as to be the overall L1. All the L1 parties is the same then all the technically qualified parties will be asked to submit their revised offer so as to arrive at the L1. Even if this fails, then the work will be distributed between the parties who are L1. If any of the L1 party(ies) refuses to do the work then the work will be awarded to the other L1 party(ies). The L1 bidder after reduction will be considered for award of the work.
28. DCI reserves the right have negotiations with L1 party if the amount quoted by the party 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).
29. 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.
30. 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



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Applicable.

31. All notices to the bidders shall be sent by e-mail only during the process of finalisation of tender by DCI as well as e-procurement portal. 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).
32. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish. Bidders may withdraw their bids online within the last date and time of bid submission.
33. Submission of Forged/Tampered Documents: Based on undertaking furnished by the bidder in its Technical Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, DCI, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, 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 / forfeiture of all dues including EMD/ Security Deposit / 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.
34. Bid Opening

The Technical Bids (Cover-I) will be opened on the pre-scheduled date and time of tender opening. The Technical Bids will be decrypted on-line and will be opened by the "Bid Openers" with their Digital Signature Certificates. The Bidders may view the bid opening remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the documents submitted by all participating bidders.

Price-Bid (Cover-II) will be opened after evaluation of Cover –I. The Cover-II of only the technically qualified bidders shall be opened for which separate intimation will be given to the technically qualified bidders.

The Price Bid of the technically qualified bidders will be decrypted and opened on the scheduled date and after the pre-scheduled time by the "Bid Openers" with their Digital Signature Certificates. The Bidders may view the Price Bid opening online remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the Price-Bid/BOQ submitted by all shortlisted bidders.
35. **SHORTFALL DOCUMENTS:** DCI may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of Tender Cost/EMD. Request for documents and the response shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with the Purchaser or submission of any additional documents, not specifically asked for by the Purchaser, will be allowed and even if submitted, they will not be considered by the purchaser. These documents are to be uploaded within the specified time period of 5 (five) days. The above documents will be specified on-line under the link -Upload Shortfall Document", by evaluator after scrutiny of bids after opening of Technical (Cover –I) , indicating the start date and end date giving 5 (five) days" time for online submission by bidder. The bidders will get this information on their personalised dashboard under "Upload Shortfall Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalised dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload/re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents. The bidders will upload/re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents. In case the requested documents are not uploaded within the specified period. Then the offer will be evaluated in accordance with NIT terms



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and conditions based on the documents already submitted at the time of bid opening.

DCI reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication by courier/speed post/ registered post/ post/ fax will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time i.e. within 10 days.

36. **VALIDITY:** The offer must remain valid for a period of 90 days from the date of opening of the Technical Bid.
37. **PRICES:** Prices should be quoted in the BOQ (excel sheet) available in the portal at Section VI. 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 GST which shall be payable extra as applicable, if quoted. If not quoted no GST will be paid and the rate quoted will be construed as inclusive of GST. If quoted the applicable rate of GST 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 GST 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.
38. **AWARD OF WORK :** The Bidder, whose Bid has been accepted, will be notified of the award by way of Letter of Intent for submission of Security Deposit within 7 days of issuance thereof. On submission of Security Deposit, the confirmatory letter of award of work will be issued.
39. **MODE OF PAYMENT :** - The payment will be made through Electronic System to the Bank details submitted by the bidder in the bid document.
40. Conditional tenders and additional conditions of the tenderer will not be considered. If a tenderer submits a bid with conditions/ additional conditions or making any changes in the tender document, the same will be summarily rejected.
41. 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. Corporation also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer.
42. All rules and regulations governing the Dredging Corporation of India Limited will be applicable.
43. If as a result of any 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 security deposit and/or from any other amount due from the Corporation and/or on demand.
44. **LIQUIDATED DAMAGES:** Time is the essence of this contract. The contractor should complete the execution of the work and the same is to be handed over the company within the time schedule specified in the tender document. In case of delay in completion of the work, LD will be levied as under:-
 - a) 1% of the contract value per week of delay on the value of the contract. Seven days shall



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- constitute a week. Proportionate LD will be recovered for any delay for a part of the week.
- b) Liquidated damages will be recovered being pre-estimated cost.
 - c) In case of delay beyond 15 days over and above the stipulated time schedule, the Company reserves the right to cancel the contract at the risk cost of the party and undertake the work with any other party. In such cases, the EMD/ Security deposit submitted by the party will be forfeited and the party shall have no claim for the same.
 - d) 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.
45. The execution of the work should be as per the plan provided along with this tender subject to such adjustments as may be required depending on the site conditions etc..
 46. If the execution of the work is not as per the agreed Plan/ or defective or damaged/ there is any shortfall from the plan submitted with this tender or any amendment thereto and the work is accepted with such defect/damage/shortfall etc., the Company may deduct such amount towards such damages/ defects/ shortfall based on the total cost and the decision of DCI will be final and binding on the party whether or not DCI suffers any financial loss due to said the defects or damages or deviation from agreed plan.
 47. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
 48. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable for summary rejection. The tender containing uncalled for remarks or any additional conditions is also liable for summary rejection.
 49. No claim for the increase in any rates other than specified elsewhere in the tender will be entertained by DCI.
 50. Any change in the constitution of the tenderer shall not be permitted except with the clear written consent of the Corporation.
 51. If the tenderer makes default in proceeding with the work as per the time schedule mentioned 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. If at any time after award of the work, the progress of the work is not satisfactory, 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 withhold 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. In such cases, the corporation reserves the right to forfeit all or any part of the EMD and/or Security deposit submitted by the party and the party will not have any right for the same.
 52. Safety and custody of all the materials and men working on behalf of the contractor is the responsibility of the contractor DCI will not be held responsible or entertain any claim for any loss etc. of the same. The contractor will be responsible for replacing of any material that is lost or damaged
 53. **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
 54. **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.
 55. **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/



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Agreement.

56. **LAW GOVERNING AGREEMENT:** The Agreement shall be governed by the relevant laws of Republic of India and shall be construed in accordance thereto.
57. **NON-DISCLOSURE :-**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.
58. 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.
59. 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.
60. Notwithstanding anything stated elsewhere in this tender document, DCI reserves the right to terminate the contract before the actual job has begun by giving 3 day's notice.
61. **NON-TRANSFERRABILITY** 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 including forfeiture of the EMD/ Security Deposit 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.
62. **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/prevaling laws, rules, regulations, policies, procedures and guidelines of the Govt. of India and state where the service is provided .
63. **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.
64. **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, tsunamis, 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.
65. **ARBITRATION:** In case of dispute, the issue will be referred to Director (Finance)/ Director (Operations and Technical) and the decision of the Director (Finance)/ Director (Operations & Technical) shall be final, conclusive and binding on all the 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 (Finance)/ Director (Operations & Technical).

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



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referred to the arbitration by a sole Arbitrator, a person to be nominated and appointed by Chairman and 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 and Conciliation Act 1996. The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof. The venue of the Arbitration shall be Visakhapatnam

66. JURISDICTION OF COURTS: All matters with reference to this contract will be in accordance with the prevalent Indian Laws and all disputes will be subject to the Jurisdiction of Visakhapatnam only.
67. Please go through the tender documents carefully and submit your best offer accordingly.



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SECTION – III SCOPE OF WORK

i. **LIST OF PLACES** : -The list of places in where each of the RO Plant is to be installed is as under:-

	District	School Name
1	Vizianagaram	MPUP Sanyasirajupeta
2	Vizianagaram	ZPHS JAMI
3	Vizianagaram	ZPHS RB PURAM
4	Vizianagaram	ZPHS BHOGAPURAM
5	Vizianagaram	ZPHS MAKKUVA
6	Vizianagaram	ZPH GARBHAM
7	Visakhapatnam	Z P H School, Kintali
8	Visakhapatnam	Z P H School, Chinapachila
9	Visakhapatnam	Z P H School, Padmanabham
10	Visakhapatnam	ZPH School, Gottipalli
11	Visakhapatnam	Z P H School, Veeranarayanam
12	Visakhapatnam	ZPHS Lakkavaram
13	Visakhapatnam	ZPHS Kasipuram
14	Visakhapatnam	ZPHS Koduru
15	Kadapa	ZPHS BADVEL
16	Kadapa	GOVT HS RAMANAPPA SATRAM
17	Kadapa	GOVT HS RAJAMPET
18	Kadapa	ZPHS MASAPETA
19	Kadapa	GOVT HS RAYACHOTY
20	Kadapa	ZPHS Railway Koduru

THE LOCATIONS MAY INCREASE/ DECREASE BUT WITHIN THE ACCESSIBLE LIMITS OF THE DISTRICT RANGING 50-80 Km FROM DISCTRICT HEAD QUARTERS.

ii. **PRDOCUT DESCRIPTION:-**

1	Product description	Skid Mounted 250 LPH RO Plant Semi Automated with remote monitoring system (IOT)
2	Product water quality & Quantity to be guaranteed by the RO Plant supplier	
	TDS	<200 ppm
	Flouride	<1 ppm
	Output water capacity	250 Litres / hour
3	Scope of DCI to be arranged in collaboration with the identified school:-	
	Power supply	To provide power supply 220V/ 1P/ 50Hz for 250 LPH with 16 & 6 Amps power socket upo RO Room
	Operator	One operator with adequate operational knowledge to operate the plant
	Secure Room	8' (L) x 8' (W) x 10'(H) as inner dimension for the 250 LPH Unit
	Water Connection	Provide water connection from bore well with 1" pipe for 250 LPH RO Unit
4	Scope of the supplier	
	Skid Mounted 250 LPH RO Plant Semi Automated with remote monitoring system	Procurement, Transportation, Loading/ Unloading, Supply, Installation and commissioning of the same Maintenance of Ro Water Plant including Storage Tanks of 1000 Ltrs (HDPE) for raw water, 500 Ltrs for Product water, 1500 Ltrs (HDPE) for waste water collection with attached 1 HP motor as per the Technical specifications given at Point 6. One year consumables (24 no's-10 micron filters, 12 no's – 5 micron filters & 10 Ltrs Antiscalent chemical),



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		<p>Installation and commissioning Voltage stabilizer for the Unit and UV Lamp Set</p> <p>AMC for three years after completion of warranty period</p>
	Training of the operator	To train the operator(s) identified to operate the plant independently.
	Pipe and fittings	All pipes and fitting of quality brand from the raw water connection point to the RO plant and outlet for collection of product water by the users and discharge of the waste water to the sump to be provided by the Company / school.
	Warranty	One year from the date of installation of the plant for repair/replacement of the defective items falling within the purview of the warranty including four free services,
	Annual Maintenance contract (AMC)	<p>For a period of three years from expiry of the warranty period. The amount for the AMC for three years will be paid now itself.</p> <p>The scope of AMC includes supply all the consumables required during the AMC period, minimum four services, repairs and replacements required during the AMC period</p>
5	Completion of installation and handing over	Within 90 days from the date of placing the work order for all the places. The Delivery Protocol signed between DCI and the party is conclusive proof of delivery subject to the conditions stated therein. Format of Delivery Protocol is at Annexure - 1
6.	Payment	Within 30 days from the date of submission of the invoice after signing of the Delivery Protocol by both the parties.

7. Technical specifications:

	Item Description	Particulars
1	Inlet / Feed Pump	Function - To feed water from raw water storage tank to filter
	Type	Horizontal Centrifugal
	MOC	SS304
	Quantity	1
	Capacity	1.2 M3/HR (Single Phase)
	Make	Lubi / Equivalent (Minimum 3 star rated)
2	Multi Media Filter Vessels	Function - First stage filtration for suspended particles (Pressure Sand Filter & Activated Carbon Filter)
	Type	Vertical Multimedia Filter
	MOC	FRP- Poly glass
	Quantity	1
	Working Flow	500 LPH Flow
	Size	8 inch dia and 44 inch height
Make	Pentair / Advance composite / Aventura	
3	Multi Port Valve	Function - Valve to control filtration and backwash for media filter having sand & carbon
	Type	Manual Multi port flow
	MOC	ABS
	Quantity	1
	Working Flow	500 LPH Flow
	Size	25 NB



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	Item Description	Particulars
	Make	UKL / Initiative
4	Dosing Pump	Function - To inhibit scaling of hardness salt and silica on RO Membranes, doze pH and CL as per water quality
	Type	Electronic Diaphragm Type
	MOC	PP SS Teflon
	Quantity	1
	Capacity	0-5 LPH
	Make	Milton Roy/ i-dose
5	Dosing Tank	Function - To dilute water with dosing chemicals
	MOC	LLDPE/PE
	Quantity	1
	Capacity of Tank	50 ltr.
	Make	Should be Food grade using virgin granules, non-toxic
6	Micron Cartridge Filter set	Function - Fine filtration of water for removal of suspended solids up to 5 micron size
	MOC	long pp spun bonded Jumbo Cartridge filter with air release
	Quantity	1 set
	Micron Rating	5 Micron & 10 Micron
	Size	21/2" x 20"
	Make	Gopani/ Filter concept
7	Micron Cartridge Housing	Function - Housing for micron filter
	Type	20" Long with pressure release
	MOC	PP
	Quantity	1 set
	Make	Gopani / Filter concept
8	High Pressure Pump	Function - To develop required pressure for Reverse Osmosis on RO Membranes
	Type	Vertical Centrifugal Multistage
	MOC	Feed water up to 1,000 TDS SS304.
	Quantity	1
	Capacity	1.2 M3/HR, 65 mtrs head, 1.1 Kw (Single phase)
	Make	Lubi / Equivalent (Minimum 3 star rated)
9	RO Pressure Vessel	Function - To house RO Membranes
	Type	Membrane housing mounted on skid
	MOC	FRP (Endport type)
	Quantity	1
	Pressure rating	Min 300 PSI
	Diameter	4" DIA x 40" LONG
	Make	Pentair/ UKL
10	RO Membrane module	Function - To remove dissolved salts from water to produce permeated water having less dissolved salt/parameters confirming to BIS 10500:2012
	Type	TFC, Polyamide
	Quantity	1
	Make	Hydramem / Equivalent
	Item Description	250 LPH (Raw water TDS <2000 ppm)
11	Ultra Violet System (UV)	Function - To disinfect water, kill bacteria and micro-organisms
	MOC	SS-304
	Quantity	1
	Capacity	0.25 M3 / HR
	Make	Alfaa / Sukrut
12	Pressure Gauges	Function - To indicate pressure at different points of the plant
	Type	Gel filled
	MOC	SS



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	Item Description	Particulars
	Quantity (Feed Pump, Filter and Micron Outlet)	2
	Capacity (Feed Pump, Filter and Micron Outlet)	0-7 KG / CM2
	Quantity (HPP discharge and reject)	2
	Capacity (HPP discharge and reject)	0-21 KG / CM2
	Make	Waaree/ Forbes Marshal/ Wika/ Baumer
13	Rotameter	Function - To indicate the flow rate at feed, product and reject
	Type	Panel Mounted
	MOC	SS Float Acrylic
	Quantity	1 set
	Capacity	0-2000 Ltrs and 0-1000 Ltrs
	Make	Flow Max/ Creative/ USS/Scientific Devices
14	CIP Tank	Function - To mix / dilute chemicals for membrane cleaning and permeate backwash
	MOC	LLDPE/PE
	Quantity	1
	Capacity of Tank	100 ltr.
	Make	Should be Food grade using virgin granules, non-toxic
15	Internet of Things (IOT)	Function - Semi automation with Remote Monitoring System (RMS)
	Flow sensors	Turbine type , 1" inlet/outlet - 2 Nos
	Pressure sensor	Range 0 to 16 kg/cm2, 1/2" connection, output - 4 ma - 2 Nos
	Soliniod valve (Auto flushing)	SS 304, 1/2" size - 1 Nos
	Tank level control (floaty)	Flaoty - 2 Nos
	On line conductivity sensor	Range 0 to 2000ppm
16	Piping	Function - For connecting RO plant components
	MOC	TDS Up to 2000 - CPVC (After HP), UPVC (Before HP)
	Quantity	As per requirement
	Make	CPVC & UPVC - Aster / Finolex / Ajay / Supreme
	Accessories	Wheel Valve, Ball Valve, Needle Valve as per plant design
17	RO Plant Control Panel	Control panel should have manual running modes with parameters of Raw & Product tank level, pressures, current (Minimum 3 star rated)
	MOC	MS Powder coated, water proof, shock proof, anti rusting.
	Quantity	1
	Location	Skid Mounted
	Make	Khyatee
18	Low pressure switch	Function -Protection of HP pump from burnout due to HPP in/out pressure difference
	Quantity	1
	Range	0-4 bar for LPS
	Make	Waree / Forbes Marshall / UE/ USS/EQVL
19	Recovery	28-30%
20	Low pressure switch	Function -Protection of HP pump from burnout due to HPP in/out pressure difference
	Quantity	1
	Range	0-4 bar for LPS



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	Item Description	Particulars
	Make	Waree / Forbes Marshall / UE/ USS/EQVL
21	Storage Tanks (Raw) and Waste Water	Function - For storage of raw water and Waste water
	Type	Tanks made of virgin granules material of Food Grade Quality
	MOC	Two layered PE tanks
	Quantity	1 for Raw Water and 1 for Waste Water
	Control	Provision of low level and high level switch & visual indicator
	Capacity	1000 Litres for Raw Water and 1500 Ltrs for Waster Water
	Make	Nandi / Duracon / / Sintex/ Equivalent
22	Storage Tank (Product)	Function - For storage of product water
	Type	Tanks made of virgin granules material of Food Grade Quality
	MOC	Two layered PE tanks
	Quantity	1
	Control	Provision of low level and high level switch & visual indicator
	Capacity	500 Litres
	Make	Nandi / Duracon /Sintex Equivalent
23	1 HP Monoblock Pump	Of reputed Manufacturer like Kirloskar or equivalent for pumping the waste water. The supplier should give connection both electrical and water pipe connection to the Water Pump.
24	Stand for placing Product Water	MS Stand with Angle/ Square pipes of good Quality painted with primer and anti rust paint of height of 2 ½ ft. of sufficient dia to hold the 500 Ltr tank



SECTION - IV PREQUALIFICATION CRITERIA

The following are the basic prequalification criteria for a bidder to be technically qualified :-

- I Experience Criteria :-** The tenderer should have successfully executed in the last seven years ending on 30/6/2018 constructing, assembling, installation of RO water Plants for schools/ public places for different Companies, PSUs, Govt. bodies etc. for the value of either of the following:
- a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

 - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

or

 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Supporting documents of Invoices, Work Completion Certificates/ Delivery protocols and work orders should be submitted. Tenders submitted without the above supporting documents are liable to be rejected.

- II Turnover Criteria:-**Average Annual turnover of the tenderer during the last three financial years i.e 2015-16, 2016-17 & 2017-18 (If 2017-18 Accounts are not ready the Annual Accounts for 2014-15 to be provided and the Bidder should give a declaration that since 2017-18 accounts are not ready, the accounts for 2014-15 are being provided) should be at least 30% of the estimated cost, given in Section I. Supporting documents - certified true copies of Balance Sheet/ Profit and Loss A/C/ should be submitted.

The tenderer is required to fulfill the above pre-qualification criteria and submit the information/documents with regard to pre-qualification criteria etc., in the Technical Bid cover as stated in Section – VIII failing which his bid may not be considered/ he may be technically disqualified.



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SECTION-V

SCANNED DOCUMENTS TO BE SUBMITTED / INFORMATION TO BE FURNISHED ALONG WITH TECHNICAL BID TO BE UPLOADED IN THE FOLDER NAMED “ELIGIBILITY DOCUMENTS”

- Note: -**
1. THIS SECTION SHOULD BE FILLED ON THE LETTER HEAD OF THE BIDDER, , SIGNED AND UPLOADED ALONG WITH THE DOCUMENT STATED HEREIN.
 2. PLEASE UPLOAD THE 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 SCANNED COPIES SHOULD BE SERIALLY NUMBERED AND THE PAGE NUMBERS TO BE GIVEN IN THE SPECIFIED COULUMN IN SECTION V.
 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	Particulars	Columns to be filled in wherever applicable				Page Nos of scanned copies	
						From	To
1	Particulars of Tenderor					Scanned copies Not necessary	
	A Name of the PARTY						
	B Postal Address						
	C Authorised person’s name						
	D Authorised person’s designation						
	E Telephone Number						
	F Mobile Number						
G e-mail address							
2	Tender Cost - Provide the UTR number along with date of online transfer and attach the scanned copy	UTR No	:				
		Date	:				
3	EMD- Provide the UTR number along with date of online transfer and attach the scanned copy	UTR No	:				
		Date	:				
4	Scanned copy of the complete Tender document signed on each page with Tenderer’s seal in token of acceptance of all the conditions of the Tender document.	Yes/No					
5	Experience Criteria :-	Sl. No	Name of the Organisation	Year	Amount (Rs. in lakh)		
		1					
		2					
		3					
		4					
		5					
6	Turnover Criteria	2014-15 (if 2017/18 not	2015-16	2016-	2017-		



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		available)		17	18		
7	Bank Details (Please provide the information against each column)					Scanned copies Necessary	Not
1	Name of the Bank						
2	Name of the Branch						
3	Bank Address						
4	Bank Account No						
5	IFSC Code/ RTGS Code						
8	Pan Card No. (Scanned Copy of relevant document issued by the relevant authority issuing the number to be attached)						
9	GST Registration number issued by respective authorities (Scanned Copy of relevant document issued by the concerned authority issuing the number to be attached)						
10	For MSMEs only : - The relevant valid registration certificate/document given by NSIC to be submitted along with Technical bid.						
11	<i>Annexure – 1 : -Letter of Bid (LOB)</i> A scanned copy (on the letter head of the bidder and duly signed) of the declaration by the tenderer as to compliance of all conditions and having put no counter conditions in the format specified signed by a person competent and having the "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the seal of the company" LOB along with "Power of Attorney" are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.						
12	<i>Annexure – 2:-</i> A scanned copy "Power of Attorney on Rs.100 Non Judicial Stamp Paper						
19	<i>Annexure – 3:-</i> Other undertakings						



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SECTION-VI

PRICE BID FORMAT

TO BE ENTERED ONLY IN THE BOQ IN PRICE BID FILE SEPARATELY. NOTHING TO BE ENTERED HERE.

Price Schedule (This BOQ template must not be modified or replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and values only)											
S.No	Item Description	Item Code/Make	Quantity	Units of Measure	Period or frequency	Basic Rate in figures (To be entered by bidder) (Rs.)	Tax Rate (in %) (To be entered by the bidder, if applicable)	Total Tax (Rs.) (4 x 7 X 8)	Total Amount without Taxes (Rs.) (4 x 7)	Total amount inclusive of all taxes, (Rs.) (9 + 10)	Total amount in words
1	2	3	4	5	6	7	8	9	10	11	12
1	RO Plant as per specifications given in the tender	Item 1	20	Lumpsum	1						



DREDGING CORPORATION OF INDIA LIMITED

**ANNEXURE – 1 LETTER OF BID AND UNDERTAKING AS TO COMPLIANCE OF
CONDITIONS AND NO COUNTER CONDITIONS (LOB) – TO BE GIVEN
ON LETTER HEAD OF BIDDER.**

Dated _____

To

M/s. Dredging Corporation of India Ltd.,
Visakhapatnam

Sir,

We hereby confirm having read by us read and/or explained to us so far all the terms and conditions stated in the tender documents in the connection with the subject tender and agree to be abide unconditionally the terms and conditions stated therein.

2. Should this tender be accepted, We hereby agree to abide by and fulfill the terms and conditions and other provisions contained in the tender documents, which have been read by me/us read and/or explained to me/us so far as they are applicable. In default of compliance any of these conditions, 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. We hereby confirm having read and understood all the terms and conditions of the tender and abide by these terms and conditions. All the pages in the tender documents have been initialed/signed and stamped in token of acceptance of the terms and conditions of the tender documents.

4. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

5. We hereby confirm that we have not put/ specified/ laid down any counter conditions and we accept the tender conditions and agree to abide by the same

Thanking you,

Yours faithfully,

Place :

Date :

SIGNATURE OF THE TENDERER WITH SEAL, NAME AND ADDRESS

Note: 1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the Power of Attorney to bind the Bidder. It should be submitted by the Bidder with its bid along with Power of Attorney. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non- judicial stamp paper duly notarized (as per Annexure-2) by the person signing the LOB in favour of person bidding online, is required to be uploaded.



DREDGING CORPORATION OF INDIA LIMITED

ANNEXURE – 2

**FORMAT FOR AUTHORISATION TO DSC HOLDER BIDDING ONLINE
BY THE PERSON WHO HAS SIGNED LETTER OF BID**

(On Rs. 100/- NON JUDICIAL STAMP PAPER)

Dated _____

To

M/s. Dredging Corporation of India Ltd.,
Visakhapatnam

Sir,

We do hereby authorise Ms/Mr/..... Address for
online bidding on behalf of us for the e-tenders invited by DCI for the subject tender.

Name, Signature & Seal of the person who has signed Letter of Bid

And is Authorising the DSC Holder for online bidding.

Name, Signature/ & Seal of the DSC Holder Authorised for online bidding

Signature & Seal of the PUBLIC NOTARY



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**ANNEXURE – 3 OTHER UNDERTAKINGS
(TO BE GIVEN ON LETTER HEAD OF THE “BIDDER”)**

Date:

Dredging Corporation of India Ltd.,
“Dredge House”, Port Area,
VISAKHAPATNAM-530001.

I/We hereby confirm having read by me/us read and/or explained to me/us so far all the terms and conditions stated in the documents in connection with the subject Tender Ref No. No. _____ dated _____ and hereby declare/state/ undertake as under:-

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 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 furnished.
3.	We (in case of firm- this is applicable to the promoters or persons who have controlling interests in the firm) are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Deputy Secretary or above in the Ministry of Shipping, 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.	YES/ NO (Strike off as may be applicable) If YES, the shall furnish the details with name and nature of relationship.
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 intermediaries (agents etc.) during the tender process in connection with this Tender.	
5.	With reference to subject Tender, we hereby certify that, we do not have any current litigation with the company.	YES/ NO (Strike off as may be applicable) If YES, please 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 :



DREDGING CORPORATION OF INDIA LIMITED

**ANNEXURE - 4 PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
DEPOSIT
(To be executed on Rs.100/- Non-Judicial Stamp Paper)**

NOTE : The Bank Guarantee should be issued by a Nationalised Bank and enforceable at Visakhapatnam.

WHERE AS _____ having its registered office at _____ (indicate Name & Full Address of the Tenderer) (hereinafter called the "Tenderer") has submitted its tender no. _____ dated _____ for _____ (mention subject of the Tender) to Dredging Corporation of India Limited, Dredge House, Port Area, Visakhapatnam – 530001 (hereinafter called "DCI") and the tenderer is required to submit an Earnest Money Deposit (EMD) from a Nationalised Bank, enforceable at Visakhapatnam for an amount of Rs. _____ (Mention the amount) along with the tender.

KNOW ALL MEN BY THESE PRESENTS that we _____ (indicate the name and address of the Bank) (hereinafter referred to as "the Bank") at the request of M/s. _____ the said Tenderer do hereby undertake to pay to the DCI an amount not exceeding Rs. _____ for which payment will and truly to be made to "DCI", the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS OF THESE OBLIGATIONS ARE :-

If the Tenderer withdraws his tender during the period of Tender Validity specified in the tender, or having been notified of the acceptance of this tender by DCI

- i) fails or refuses to execute the Agreement, if required, or
- ii) fails to submit the security deposit
- iii) fails to commence the work as per the Letter of intent or work order.

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 without DCI having to substantiate the demand, provided that in the demand, DCI will note that the amount claimed by DCI is due to DCI owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

3. We undertake to pay to the DCI any money so demanded subject to the limit of Rs. _____ 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 thereunder and the said Tenderer shall have no claim against us for making such payment.

4. Notwithstanding anything contained herein contained, our liability under this guarantee will be limited to Rs. _____ and will remain enforce up to a period of 90 (ninety) days from the date of opening of the technical 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 this Guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.



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5. Notwithstanding anything contained herein contained, in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of the beneficiary shall not be entertained by the Bank. Any invocation of the guarantee can be made by the beneficiary directly.

6. Notwithstanding anything contained herein contained herein above;

- a) Our liability under this Bank Guarentee shall not exceed Rs. _____
- b) This Bank Guarentee shall be valid upto _____
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarentee only and only if DCI serves upon the Bank a written claim or demand on or before _____.

Date the _____ day of _____ 20__

For _____
(indicate the name of Bank)



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ANNEXURE - 5 PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(To be executed on Rs.100/- Non-Judicial Stamp Paper)

NOTE: The Bank Guarantee should be issued by a Nationalised Bank and enforceable at Visakhapatnam.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Head Office at Dredge House, port Area, Visakhapatnam – 530001 (hereinafter called the "DCI" having awarded the work for _____ (name of work) of Tender No. _____ dated _____ vide work order issued vide letter no. _____ dated _____ to M/s. _____ (indicate Name & Full Address of the Tenderer) (hereinafter called the said "Tenderer") exempt from payment under the terms and conditions of the said tender dated _____ No. _____ made between the DCI

and the Tender for _____ (herein after called the said "Tender") of Security Deposit in cash for the due fulfilment by the said Tenderer 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 Tenderer 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 tenderer of any of the terms or conditions contained in the said tender.

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 thereunder 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 Tender or to extend time of performance by the said Tenderer 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



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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.

8. This Guarantee will remain in force until one year from the date of delivery last of the subject portacabin toilets or till 25/1/2017 whichever is later. All claims under this guarantee shall be made by Regd. Post/ Hand Delivery against acknowledgement/ by courier. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs. _____ (Rupees _____ only)

Date the _____ day of _____ 20____

For _____
(indicate the name of Bank)



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ANNEXURE - 6

DELIVERY PROTOCOL

- Ref : i. Tender document Reference No. _____ dated _____
ii. Quotation of _____ (Name of the party) ref. No. _____ dated. _____.
iii. DCI work order ref.No. _____ dated _____.

DCI has awarded the work of _____ (name of the work) to _____ (name of the party) as per the work order dated _____.

The construction/ installation at the place specified below is complete and the same is handed over as per the particulars given below:-

Name of the place.	Date of handing over

_____ (name of the party) confirms that the container toilet has been constructed as per the terms, conditions and specification mentioned in the tender document and will be solely and wholly responsible for any non-compliance thereof not expressly agreed thereto by DCI. If at any time it found that the design and/or the material used therein is not as per the specifications mentioned in the tender which includes any addendum/ corrigendum issued thereto, _____ (name of the party) agrees that necessary action will be taken for making the porta cabin toilet as per the stated specifications and will bear all the cost thereof failing which DCI reserves the right to claim the cost of the same from _____ (name of the party) and _____ (name of the party) agrees to pay the same to DCI in full.

The handing over/ taking over is subject to a warranty period of one year from the date of handing over stated above and container toilets as stated in the tender document.

Handed Over	Taken Over
Signature	Signature
Name :	Name :
Designation:	Designation:
Name of the Party	DREDGING CORPORATION OF INDIA LIMITED