

Corrigendum-2

Ref: VIS/OPS/ENG.OF P/L LABOUR/2017

Date: 17.08.2017

**DREDGING CORPORAION OF INDIA LIMITED
PROJECT OFFICE: VISAKHAPATNAM**

Sub: Supply of labourers for laying, assembling, maintenance and dismantling of shore and floating pipelines and for survey, diving works and other project related works and also on board dredgers at Visakhapatnam-**Corrigendum 2-Reg**

Ref: 1). NIT No. VIS/OPS/ENG.OF P/L LABOUR/2017, DATED 10.08.2017
2). Corrigendum-1, dated 10.08.2017

Reference is invited to the Expression of interest invited by DCI vide NIT No. VIS/OPS/ENG.OF P/L LABOUR/2017, DATED 10.08.2017 and Corrigenda cited above.

In this connection, all the bidders are hereby informed that the due date of submission of Tender has been extended till 28.08.2017 up to 15:00Hrs. The Bid opening will be at 15:30Hrs on 28.08.2017 in presence of Bidders / their representatives who wish to be present.

All other terms and Conditions remain unaltered. Bidders are advised to visit tender website regularly till the due date of submission of Bid.


Project in Charge

Corrigendum-1

Ref: VIS/OPS/ENG.OF P/L LABOUR/2017

Date: 10.08.2017

**DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: VISAKHAPATNAM**

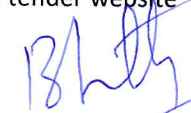
Sub: Supply of labourers for laying, assembling, maintenance and dismantling of shore and floating pipelines and for survey, diving works and other project related works and also on board dredgers at Visakhapatnam-**Corrigendum 1-Reg**

Ref: NIT No. VIS/OPS/ENG.OF P/L LABOUR/2017, DATED 10.08.2017

Reference is invited to the Expression of interest invited by DCI vide NIT No. VIS/OPS/ENG.OF P/L LABOUR/2017, DATED 10.08.2017 and Corrigenda cited above.

In this connection, all the bidders are hereby informed that the in clause no.1 at page no.4 of 26, under Minimum qualifying Criteria "last seven years" is Amended as "Last Five Years".

All other terms and Conditions remain unaltered. Bidders are advised to visit tender website regularly till the due date of submission of Bid.


Project in Charge

10/8/12

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE : VISAKHAPATNAM

Ref No : VIS/OPS/ENGAGEMENT OF P/L LABOUR /2017

Date : 10.08.2017

TENDER DOCUMENT FOR

NAME OF THE WORK : SUPPLY OF LABOURERS FOR LAYING, ASSEMBLING, MAINTENANCE , AND DISMANTLING OF SHORE AND FLOATING PIPELINE WORKS AND FOR SURVEY, DIVING AND OTHER PROJECT WORKS AND ALSO ON BOARD DCI DREDGERS AT VISAKHAPATNAM.

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE : VISAKHAPATNAM

REF : VIS/OPS/ENGAGEMENT OF P/L LABOUR /2017

Date : 10.08.2017

NAME OF THE WORK: SUPPLY OF LABOURERS FOR LAYING, ASSEMBLING, MAINTENANCE, AND
DISMANTLING OF SHORE AND FLAOTING PIPELINE WORKS AND FOR
SURVEY, DIVING AND OTHER PROJECT WORKS AND ALSO ON BOARD
DCI DREDGERS AT VISAKHAPATNAM.

TENDER ISSUED TO: -----

PROJECT IN CHARGE

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE: VISAKHAPATNAM

NOTICE INVITING TENDER

REF : VIS/OPS/ENGAGEMENT OF P/L LABOUR /2017

Date : 10.08.2017

Sealed tenders are invited in two covers (ie) Cover –A. “Technical bid” & cover –B “Financial Bid” by Dredging Corporation of India Limited Visakhapatnam, from Competent and experienced contractors for the following Work :

- 1 **Name of the Works** : Supply of labourers for laying, assembling, maintenance and dismantling of shore and floating pipelines and for survey, diving works and other project related works and also on board dredgers at Visakhapatnam.
- 2 **Period of contract** : Two years from the date of placing of work order and extendable for one year as per discretion of DCI.
(The laboureres will be engaged on as and when required basis for a period of two to three months in each year).
- 3 **Earnest Money Deposit** : Rs.29,100/- (Rupees Twenty nine thousand one hundred only) by way of Demand draft/Bank Guarantee.
- 4 **Issue of tenders** : 10-08-2017 to 24-08-2017 up to 1700 hrs from Project office, 5th floor DCIL, Dredge House, Port area, Visakhapatnam-530001.
- 5 **Last date of receipt of tenders** : 25-08-2017 up to 1500hrs at Project office, 5th floor DCIL, Dredge House, Port area, Visakhapatnam-530001.
- 6 **Opening of Techno Commercial bids** : 25-08-2017 at 1530hrs at Project office, 5th floor DCIL, Dredge House, Port area, Visakhapatnam-530001.
- 7 **Cost of Tender Documents** : Rs.1200/- (Rupees One thousand two hundred only) (Nonrefundable) including GST by way of Demand Draft only.

CONTRACTOR

Pre-Qualification Criteria:

Minimum Qualifying Criteria:

1. Experience of having successfully completed similar works ie supply of the labours for marine works, for carrying out construction and maintenance of jetties and break waters, pile foundation related to civil works, Construction of earthen bund/ rubble bund,, dredging related works etc during last seven years ending last day of month previous to the one in which tenders are invited should be either one of the following.
 - i) Three similar completed works each costing not less than Rs.11.610 lakhs.
or
 - ii) Two similar completed works each costing not less than Rs.14.510 lakhs.
or
 - iii) One similar completed work costing not less than Rs.23.220 lakhs.

2. Annual financial turn over during last 3 years ending 31 March 2017 should be at least 8.710 Lakhs. Interested eligible Tenderers may obtain the Tender documents at the office of:

PROJECT IN -CHARGE
DREDGING CORPORATION OF INDIA LTD,
5TH FLOOR, DREDGE HOUSE", PORT AREA,
VISAKHAPATNAM - 530 001.
ANDHRA PRADESH (INDIA)
TELEPHONE NO. 0891-2871358, 2577472, 2871336
E – MAIL ID: povsp@dc.gov.in,

Alternatively, tenderers may contact at the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc: From 1000 Hrs to 1700 Hrs (on working days)

JUNIOR OFFICER (SUR)
DREDGING CORPORATION OF INDIA LTD.
DREDGE HOUSE, PORT AREA,
VISAKHAPATNAM-530 001.
ANDHRA PRADESH (INDIA)
TELEPHONE NO. 0891-2871358, 2577472, 2871336,
E – MAIL ID: manoj@dcil.co.in

The detailed NIT and complete Tender Document is hosted on websites www.tenders.gov.in, www.dredge-india.com and www.dcitendersonline.com, interested parties may visit the same. The blank proposal document can also be down loaded from our Website. In such a case, downloaded document is to be submitted with requisite documents showing their credentials, experience in connection with the bid, EMD , PAN Number , cost of tender document as said above and same has to reach DCI Ltd., before the closing date as afore said, through an authorized person /agent /or by Registered Post / Speed Post / Courier. Tender document may also be collected personally by submitting Demand Draft (DD) of Rs.1200/- (Rupees One thousand two hundred only) including GST or Rs.1300/- (Rupees One thousand three hundred only), if it is to be delivered by post. The DD shall be drawn in favour of **Dredging Corporation of India Limited, payable at Visakhapatnam**. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

CONTRACTOR

Dredging Corporation of India Ltd. reserves the right to:

1. Issue Tender Documents only to those considered capable to execute the work.
2. Accept or reject any or all Tenders without assigning any reason whatsoever.
3. Cancel the tender enquiry at any stage without assigning any reason.
4. Accept the tender in whole or part.
5. Reject the tender received with counter conditions.

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PROJECT IN-CHARGE

CONTRACTOR

MEMORANDUM

1. Name of works : Supply of labourers for laying, assembling, maintenance and dismantling of shore and floating pipelines and for survey, diving works and other project related works and also on board dredgers at Visakhapatnam
2. Period of Contract : Two years from the date of placing of work order and extendable for one year as per discretion of DCI.
(The laboureres will be engaged on as and when required basis for a period of two to three months in each year).

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the conditions contained in the said contract for the Supply of labourers for laying, assembling, maintenance and dismantling of shore and floating pipelines and for survey, diving works and other project related works and also on board dredgers at Visakhapatnam. The special conditions, specifications and General terms and conditions which have been read by me/us, read and explained to me/us so far as applicable. In default there of I/We agree to set off the extra cost if any for carrying out the work at my/our risk and cost, against the Earnest Money or Security Deposit available with the Dredging Corporation of India Limited, or its successors on demand as debt due and agree to pay any amount required to meet the extra cost of carrying out the work over and above Earnest Money Furnished by me/us and /or Security Deposit recovered from my/our interim bills.

Bank Draft No. _____ drawn in Favour of DREDGING CORPORATION OF INDIA LIMITED FOR RS. _____ is hereby deposited towards Earnest Money Deposit for the supply of Semi-skilled & Unskilled labourers by me with DCIL. The full value of which is to be absolutely, forfeited to DCI Ltd., should I /we fail to commence the work or complete fully as specified in the above memorandum.

Signature of the Contractor
(at the time of Submission of Tender)
with Seal

Date
Day of _____

Signature of the witness to the Contractor's
Signature.

Witness:
Address:
Occupation:

The above Tender is here by accepted by me on behalf of DCI Ltd. This _____ day of _____.

For DREDGING CORPORATION OF INDIA LIMITED

PROJECT IN-CHARGE

SIGNATURE OF THE TENDERER WITH SEAL

SCOPE OF WORK

Dredging Corporation Of India Limited is carrying out dredging assignments with Trailer Suction Dredgers /Cutter Suction Dredgers at Visakhapatnam Port. In this connection the Corporation desires to engage labourers for laying, assembling, maintenance and dismantling of shore and floating pipelines, for survey, diving works and other project related works and also on board dredgers at Visakhapatnam through competent and experienced contractor. Though the period of the contract is two to three months , the contractor shall supply the labourers on as and when required basis depending on arrival of DCI dredger/Vessel at Visakhapatnam Port. The scope of work for attending the jobs by the labourers , during dredging assignment, is as follows:

SPECIFICATIONS and SCOPE OF WORK FOR SUPPLY OF LABOURERS FOR FLOATING

I) PIPELINE /SHORE PIPELINE & OTHER PIPELINE WORKS:

01. This tender is mainly for supplying of labourers for attending the jobs, during the execution of dredging assignments at Visakhapatnam Port as per instructions of site In Charge. The scope of work is assembling the floating pipeline at project Office DCI/other areas and launching the same and towing to VPT/Navy area and connecting to the Dredger.
02. The workers involves for maintenance of the floating pipeline shore pipeline and extension of pipeline, round the clock in 3 shifts of 8 hrs working in each shift on all days including Sundays and holidays during deployment of Dredger for carrying out dredging assignments at Visakhapatnam Port.
03. In respect of stationery dredging at Sand Trap/Beach area, it is required to attend mooring works at Sand Trap, Rain bowing and other areas and connecting the wire rope to dead man and to Dredger at Sand Trap area, as per instructions of Project Manager or his authorized representative or Site-in charge.
04. To attend day to day miscellaneous works onboard DCI Dredgers, Shifting of pipeline, Salvage of pipeline equipment, if any, laying/removal of anchors & buoys and any other works, connected to the pipeline equipment as required from time to time, as per instructions of Project Manager or his authorized representative or Site-in charge.
05. During dredging assignment, if any tools and stores items as required are to be collected from project Office-stores as per the instructions of Site-in charge and same to be kept at safe custody at Site. Same to be handed over to the next shift personnel. If any material/ tools are lost due to negligence of the Contractor personnel, the cost of material/tools will be recovered from the contractor running/final bill.
06. The workmen should be made available at dredging site/Sand Trap before arrival of dredger for dredging to take the lines from the dredger to Shore for tightening to the bollards/dead man. The operation will be repeated for each cycle of operation.
07. In General the cycle of dredging operation would be anchoring and positioning the dredger, dredging at the dredging site, heaving up of anchor after completion of dredging, proceeding to pumping site, anchoring and positioning for pumping, connecting the bow coupling to the dredger and after pumping is completed disconnecting the bow coupling, heaving up of anchor and proceed to dredging site for next cycle of dredging.

SIGNATURE OF THE TENDERER WITH SEAL

08. Supplying of labourers to carry out works as per the instructions of Site-in Charge /Project Manager, while conducting Land Surveys/Hydrographic Surveys/Maintenance and Watch Keeping of the same as required.
09. Survey and miscellaneous works as assigned by the Site-in Charge.
10. Shifting and Maintenance of lighting generators on shore as required.
11. In Case of requirement, the contractor shall supply labourers to work on board Dredger/Vessel, as per the instruction of Site In- Charge/Project Manager. The number of Labourers shall be intimated to the contractor well in advance based on the actual requirement of Master/CEO of the Dredger/Vessel.
12. The Labourers are required to work on 8 hrs shift or in general shift as per direction of Master/CEO/Officer in Charge.
13. However, for emergency works the contractor should be able to supply workmen with 24hrs advance. The actual number of requirement would be intimated from time to time and the contractor shall supply required workmen without any lapse.
14. The contractor shall supply workmen preferably who has past experience in working on board Dredgers/Vessels. The Workmen shall report to the Officer-in Charge at correct time and on completion of work shall disembark/get down from dredger/vessel with any disturbance to the Dredging operations and staff.
15. The payment shall be made as per the rates quoted in the schedule and request for revision in rates in later date is not allowed. Hence the Contractor is advised to inspect the site and study the nature of work, before quoting the rates.
16. Bills will be settled based on the Certification of attendance from Master/CEO/Officer-in Charge of the Dredger/Vessel, which should be attached along with bills for settlement.

SIGNATURE OF THE TENDERER WITH SEAL

GENERAL TERMS AND CONDITIONS

“AS an ISO 14001:2004 (Environmental Management System) certified company DCI committed for Prevention of pollution by implementing environmental friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining to Environmental Protection. Also the Contractor shall adopt the environmental friendly procedures for execution of the work to the maximum possible extent.”

1. Instructions to the Tenderer:

The tenderer should submit his tender in the form of TWO covers system in the manner prescribed below:

- 1.1 .The Tender documents along with the accompaniment should be put in First cover, which shall be sealed and super scribed “COVER-A TECHNO COMMERCIAL BID” and “Tender for Supply of labourers for laying, assembling, maintenance and dismantling of shore and floating pipelines and for survey, diving works and other project related works and also on board dredgers at Visakhapatnam as and when required basis as per requirement”.
- 1.2 Bill of Quantities duly filled in with rate and tendered amount should Tender for Supply of labourers for laying, assembling, maintenance and dismantling of shore and floating pipelines and for survey, diving works and other project related works and also on board dredgers at Visakhapatnam as and when required basis as per requirement”.
- 1.3 The Tenderer shall ensure that his tendered amount not mentioned in any accompaniments to the tender in first covered refer in clause 1.1 above either directly or indirectly. If any such mentioned is made, the tender is liable for rejection.
- 1.4 Both sealed covers mentioned 1.1 and 1.2 shall be finally put in a third cover which shall be sealed and super-scribed complete” Tender for Tender for Supply of labourers for laying, assembling, maintenance and dismantling of shore and floating pipelines and for survey, diving works and other project related works and also on board dredgers at Visakhapatnam as and when required basis as per requirement” and shall be addressed to **PROJECT IN-CHARGE (OPS), DREDGING CORPORATION OF INDIA LTD, 5th FLOOR, “DREDGE HOUSE”, PORT AREA, VISAKHAPATNAM-530 001.**
- 1.5 The Tender with all accompaniments will be received at **PROJECT IN-CHARGE (OPS), DREDGING CORPORATION OF INDIA LTD, 5th FLOOR, “DREDGE HOUSE”, PORT AREA, VISAKHAPATNAM-530 001** at 1500hrs on 25-08-2017.The tenders should be delivered to the office of the **PROJECT IN-CHARGE (OPS), DREDGING CORPORATION OF INDIA LTD, 5th FLOOR, “DREDGE HOUSE”, PORT AREA, VISAKHAPATNAM-530 001,** By post/Courier in sealed cover and tenderer should obtain written acknowledgement for the same. The tenderer should specifically note that their tenders whether send by post or by hand must reach this office on or before due date and time. Tenders received late from out stations even though posted in time will not be considered.
- 1.6 No tender document will be issued after the prescribed last date and time fixed for the issue of tender.

SIGNATURE OF THE TENDERER WITH SEAL

- 1.7 The Tenderer should sign on all pages of the tender documents before submitting his tender. The contractor should quote his rate both in figures as well as in words in the bill of quantities. Prices shall be quoted in Indian Rupees only. However, if any discrepancy is found, the rates written in words shall be taken as the rates quoted. The rates written in words shall be taken as the rates quoted. The rates written in words shall prevail over those written in figures where the two do not tally. Any corrections to rates shall be supported by the tenderer signature there against.
- 1.8 When tenderer signs a tender in an Indian Language, the rates tendered should also be written in the same language. In case of illiterate tenderer, the rates tendered should be attested by a witness.
- 1.9 Tender received without Earnest Money deposit as specified or with lesser amount of EMD and which do not fulfill all or any of the conditions stipulated in the tender or incomplete in any respect are liable to be rejected.
- 1.10 The first Cover marked "COVER –A" Techno commercial bid will be opened at 15:30hrs on 25-08-2017 in the presence of representative of the parties who may wish to be present.
- 1.11 The second cover "Cover-B" Price Bid will be opened at latter date. The date and time of opening of price bid will be notified to the tenderer, whose tender found technical qualified.
- 1.12 The rate quoted in the Bill of Quantities of the tender must be filled in ink only, both in figures and words. The Contractor shall pay all taxes, levies, duties, etc, excluding GST which he/she may be liable to pay to the state Government of India or any other authority under any law for the time being in force as on date of submission of tender in respect of or in accordance with the execution of contract. If any new taxes and or increase/decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract. The service tax will be reimbursed to the contractor subject to production of proof of payment made to the service tax authorities.
- 1.13 Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable for outright rejection.
- 1.14 Counter conditions /additional conditions whatsoever offered by the tenderer shall be liable for rejection. The tender should not be transferable it is liable for rejection. The contractor, while executing the work shall be responsible for safety of his workmen employed both semi- skilled and unskilled labourers. The Corporation shall not be liable for any damage or compensation arising out of any accident or injury to any work men or other persons or loss of life in employment of the contractor and the contractor shall indemnify DCI against all such damages or Compensations and against all claims, damages proceedings, Costs, charges and expenses, whatsoever in respect of or relating to this contract.

SIGNATURE OF THE TENDERER WITH SEAL

2. DOCUMENTS COMPRISING THE BID:

The Bids shall be in Two cover system consisting of

- Techno Commercial Bid (Cover A) and
- Price Bid (Cover B)

2.1 The “Techno commercial Bid “(Cover A) prepared by the bidder shall comprise the following components:

2.1.1 Earnest Money deposit in the form of Demand Draft /Bank Guarantee.

2.1.1.1 Audited Balance Sheets and financial turnovers of the company for the last 3 years duly audited by a Chartered accountant.

2.1.2 A List of the similar works / other marine or dredging related works as indicated at Prequalification criteria at Page No. 4 of above tendered for and in hand /being executed as on the date of submission of tender.

2.1.3 Copy of the valid labour license. (In case if party not submitted along with the tender, same shall be submitted upon awarding of contract invariably.)

2.1.4 PAN number issued by Income Tax Authorities.

2.16 GST Registration Number.

2.17. Registration with Provident fund Authorities.

2.18 Power of attorney on stamp paper, in favor of the person authorized to sign the tender

2.19 Information regarding any current litigation in which the tenderer is involved.

3 EARNEST MONEY DEPOSIT (EMD)

3.1 The bidder shall furnish, the earnest money deposit by the way of Demand Draft for an amount of Rs.29,100 /- ((Rupees Twenty nine thousand one hundred only) by way of Demand draft/Bank Guarantee) by way of Demand draft/Bank Guarantee in favour of Dredging Corporation of India Limited payable at Visakhapatnam from any scheduled or Nationalized Indian bank or unconditional ,irrevocable Bank Guarantee drawn from any scheduled or Nationalized Indian Bank. The same should be attached with the tender and placed in “COVER A”. The Earnest Money Deposit shall not carry any interest.

3.2 The EMD shall be refunded to the unsuccessful tenderers without interest after finalization of the tenders. The EMD submitted by successful tenderer shall be converted into Security Deposit and released after satisfactory completion of contract without interest.

3.3 If any tenderer back out after opening of the tender or after issue of work order or modifies his tender after opening, EMD of such tenderer will be forfeited in favour of the corporation.

4 **SECURITY DEPOSIT:** For fulfillment of this contract an amount equivalent to 5% of the value of work done shall be recovered as Security Deposit from the running account bills. The EMD shall be treated as part of the above security Deposit shall be retained by the corporation until the satisfactory completion of the contract. No interest is payable for Security deposit amount.

5 The tenderer should enclose one set of photocopies of all statutory certificates for supply of labors as per the conditions stipulated in the tender for DCI Works (pipeline operations, Dredger works and survey works) at Visakhapatnam.

SIGNATURE OF THE TENDERER WITH SEAL

- 6 The tenderer should enclose one set of photocopies of all statutory certificates for supply of labors for DCI Works (pipeline operations, Dredger works and survey works) at Visakhapatnam.
- 7 Bids which are inconsistent with the nature of work in the opinion of DCI will be rejected.
- 8 Income –tax will be recovered as per Income Tax Act and certificate to that effect will be issued as per rules.
- 9 Conditional tenders will be summarily rejected.
9. The Tenders are to be kept valid for a period of 120 (One twenty days) from the date of opening.
10. The Contractor should comply with labor laws such as Contract Labor (R & A) Act, Minimum wages Act, Bonus Act, PF Act etc., and other Contractor should pay Minimum Wages, Bonus, CPF, medical Expenses, Overtime if any, to the workers engaged by him. The rate quoted are deemed to have included all the above provisions and no extra claim on this account will be entertained even if there is a change or raise in wages, etc., The Contractor shall indemnify the Corporation against any legal action/Proceedings that may be instituted against the contractor for his failure to comply with above Acts.
11. The contractor should submit his PF Account No. along with his Tender on or before commencement of work and he should pay the premium, failing which DCI shall recover an amount equal to 25.61% of the employee wages i.e., 12% towards worker Contribution + 1.61% towards Administrative Charge or as amended from time to time by the PF authorities. Such recovered amount will be directly deposited to DCIL ECPF Trust, Visakhapatnam.
12. Should any dispute or difference arise between the Corporation and the Contractor in connection with this contract or as to the rights and liabilities of the parties here to (except where otherwise provided in the Contract) shall be referred to arbitration by a Sole Arbitrator; a person to be nominated and appointed by the Chairman cum Managing Director, Dredging Corporation of India Ltd., Visakhapatnam and the award of the Sole Arbitrator shall be final and binding upon the Conciliation Act., 1996. The Arbitrator shall give a reasoned award. It shall be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or anti statutory modification or re-enactment thereof. The Arbitrator may from time to time with the contract 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 elite. The venue for the Arbitrator shall be Visakhapatnam and the Courts at Visakhapatnam, shall have exclusive jurisdiction on all matters with reference to this Contract.
13. Payment will be released by PO, Visakhapatnam once in 30 days/Calendar month basis, on submission of bill along with the acquaintance and particulars of actual persons engaged by him, duly certified by the Officer In-charge/Shift In-Charge. However, the Contractor should settle/ make payment of the wages to workmen employed to him from his own resources without waiting till the payment are released by DCI Ltd.
14. The Contractor has to maintain registers and records required under the “Contract Labour Abolition Act” rules and should submit to this Office, periodically, whenever required.

SIGNATURE OF THE TENDERER WITH SEAL

15. The workmen should know swimming. DCI shall not hold any responsibility in case of any injuries, loss of the life to the workmen employed by the contractor and DCI shall be indemnified against all such claims that may arise an account of death/injury etc., anything during the period of contract and the contractor is solely responsible for such claims if any.
16. The behavior, discipline and good conduct of working gang are very important. If anyone is found mischievous, irregular, irresponsible, law breaker and not loyal to corporation shall be removed by the contractor within 24 Hrs from the time of complaint received and replaced as per the instructions of Site In-Charge.
17. Though the validity of contract is for two years, the actual period of project work will be about 2 to 4 months in a year including mobilization and demobilization. However, as per discretion of PO, Visakhapatnam the labours will be engaged on as and when required basis as per Project Office requirement. However, the corporation reserves right to curtail or extend the period of engagement as per the requirement on same rates, terms and conditions of the above contract depend upon the Dredging assignment.
18. The contractor or his authorized representative should be present at the shifts to take instructions from Site In-Charge from time to time and comply with the instructions then and there.
19. To attend the above works the required number of labours will be informed from time to time by Project Manager or his authorized representative However, the exact number of workmen to be engaged per shift may vary depend upon the requirement. Site-In-Charge will inform the requirement of man power 24hrs in advance. If required, the workmen are required to work in general shift also.
20. The Contractor should also arrange additional workmen as and when required, for which, Site-In-Charge will inform the requirement 24 hours in advance. The number of shifts and workmen to be operated will be at the sole discretion of Project Manager. It may be one/two or three shifts as required.
21. The Contractor should be in position to supply labourers to attend emergency works in 12 hours notice and he should make good, within the least possible time so as not to hamper dredging operations and to avoid loss to the corporation. The Contractor should therefore be in a position to mobilize up to about 15 to 20 persons to carry not emergency pipeline/ Dredging/Survey/ other works as and when required basis.
22. Towards transportation of materials / equipment required for maintenance work will be arranged by DCI. However, loading, unloading, carrying and stacking etc will be done by the labourers as required/instructed by Project Manager or his authorized representative or Site In-Charge.
23. The tenderer should possess an independent PF License code number obtained from concerned PF commissioner and should submit a photocopy to the same along with tender document.
24. The final payment of Security Deposit recovered shall be released to the contractor only after completion of the contract and on production of "No dues Certificate" from concerned PF Commissioner to the effect that all the legal obligations in respect of the contract labourers engaged by him/his Sub-Contractor under the act has been met in full.

SIGNATURE OF THE TENDERER WITH SEAL

25. The Contractor who have unsuccessfully executed such works earlier and failed or proved to be incapable and incompetent would not be considered and the decision of the Project in Charge is final in this regard.
26. This Contract shall be governed by the Indian Contract Act, and in case of dispute; the same will be referred to the jurisdiction of the courts of law at Visakhapatnam only.
27. Extending the pipeline at discharge end, disconnection the floating pipeline/shore pipeline etc., should be done in the shortest time. However, the exact number of Workmen required for such work will also be intimated by the site-in-charge 24 hours in advance. The required tools/equipment will be supplied by DCI for assembling the floating pipeline/ shore pipeline and maintenance before commencement of the work and all the tools are to be returned on completion the work to the Site-In-charge. The contractor is responsible for loss of tools and cost of the same will be recovered from the contractor's running bill or final bill or any dues to the contractor.
28. If there is any leakage at the joints of floating pipeline/shore pipeline, the leakages should be arrested by means of changing gasket and tightening bolts and nuts as required and directed by the sit-in-charge/ shift in charge. Collecting and greasing of bolts, nuts, washers, rubber gaskets removed by dismantling the pipes and to clean & keep them ready for further use. Laying of anchors to floating pipeline as and when required.
29. The workmen should be made available at dredging site/and sand trap before arrival of dredger for dredging to take the lines from the dredging to shore for securing to the bollards / dead man. This operation will be repeated for each cycle of operation. In general the cycle of dredging operation would be anchoring & positioning the dredger, dredging at dredging site, heaving up of anchor after completion of dredging proceeding to pumping site, anchoring & positioning for plumping, connecting the swivel joint to the dredger & pumping, after pumping completed disconnecting the floating pipeline, heaving up of anchor and proceed to dredging site for next cycle of dredging.
30. Supplying of unskilled labourers to carry out works as per the instructions of Dy. Manager /Asst. Manager (SUR)/ Surveyors/ Project Manager, while conducting land surveys/Hydrographic Survey/Maintenance and watch keeping of the same as required. Survey and miscellaneous works as assigned by the Project Manager or site-in-charge. And also shifting and maintenance of lighting generators on shore as required.
31. The contractor shall have to give a Certificate that "He is not related to any Officer of Dredging Corporation of India Limited or any Officer of the rank of Under Secretary or above in the Ministry of Surface Transport, Government of India., The Contractor should give a declaration along with his tender about the names of the relatives who are employed in DCI Ltd as per Annexure – II
32. The Contractors shall have to give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the prevention of Corruption Act in connection with the bid as per Annexure – III
33. The bidder shall disclose any payments made or proposed to be made to any intermediaries (agents etc.,) in connection with the bid as per Annexure - III

SIGNATURE OF THE TENDERER WITH SEAL

SPECIAL CONDITIONS AND SPECIFICATIONS

1. The Tenderer shall be deemed to have inspected the Site and acquainted himself with the scope of work, sea and weather conditions in all the seasons of a year and other local conditions, effecting the supply of Labourers before submission of tender. Claim made on account of any variation in conditions and insufficiency of the above data shall not be entertained.
2. Payment shall be made for the actual number of days the labourers engaged. No charges shall be paid for the period of non-engagement of labourers. However, the contractor will be notified one day in advance, in case labourers are not required.
3. As the dredging operations to be carried out round the clock on all days including Sundays and Holidays, Contractor will have to supply labourers to the Site/Dredger on Corporation's requisition irrespective of Sundays & holidays and irrespective of weather and sea conditions, at the rates quoted by the contractor and accepted by the corporation.
4. During the period of engagement of labourers, they have to carry out the works as per requirement and as ordered by Project Manager/ Site In-charge. In case the labourers refused to carry out the works as ordered by Project Manager/ Site In-charge, the time delay shall be deducted from the contractor's bill on pro-rata basis.
5. The Contractor should ensure that all the Port rules are duly observed and strictly complied with. The Contractor will be responsible for any loss or damage caused to the labourers, DCI personnel and the third party and shall indemnify the corporation and Visakhapatnam Port Trust from any claims of such damages.
6. After issuing work order the contractor shall be informed about the time of supply of laborers 48 hours in advance and the contractor shall keep the labourers ready as required.
7. The period of contract is for 2 (two) years and at the discretion of the Corporation, it can be curtailed or extended by one year at the existing rates, terms and conditions.
8. In case of extension, Security Deposit in the proceeding contract period shall be attained for one more year. In case of curtailment of the contract period the contractor shall be informed of the same in advance by serving a 30 days notice of termination. In either case, the contractor shall not have any additional claim whatsoever. Contract shall be terminated by giving 7 (Seven) days notice by the Project Office if the services of the Contractor are found to be inadequate or unsatisfactory or in violation of the terms/conditions of the contract without prejudice to its rights and remedies.
9. The Contractor shall take necessary insurance covering all risk. To that affect a copy of Insurance policy to be submitted to Project Manager, Dredging Corporation of India Ltd., Project Office, Lova gardens, Visakhapatnam, before release of the first monthly bill.
10. Interim bills will be paid monthly after deducting Security Deposit at the percentage specified in the clause No.4 of General Conditions of this tender. The Security Deposit will be refunded on successful completion of the contract period. Payment will be made within 30 days on submission of R.A. Bills along with work done duly certified by the Officer/Site-In-charge, Master/CEO of the Vessel and as mentioned in Clause No.14 of General Conditions.

SIGNATURE OF THE TENDERER WITH SEAL

11. All the payments will be certified and released by DCI Project Office, Visakhapatnam.
12. No escalation charges due to hike shall be admissible during the period of the contract. The rates quoted in the tender shall include all such exigencies and continue to be the same throughout tenure of the contract including the extended period if any.
13. If any sum recoverable from the contractor, the same shall be recovered first from any sum due to the contractor against any current bill of the contractor and / or from this Security Deposit or from any sums payable to the Contractor from other contracts with corporation and the same shall be paid on demand as debt due to the corporation.
14. The workmen should attend the shift duty in time. If there is any delay in attending the shift duty by the workmen, proportionate deduction will be made in the bill on pro-rata basis. The contractor has to make his own arrangements for transporting his own workmen to various work sites for attending all types of works and / or sports and/ or at different places and back, also to take care of the welfare requirements of his workmen during their working hours. It is the responsibility of contractor to see that workmen are present at site for 8 hrs with work adjustment for lunch/tea break for half-an-hour. The duty hours of the shifts will be reckoned as shown in the timing in the schedule for starting the work. Deduction will be made from contractor's bill for any delay in attendance.
15. The contractor has to make his own arrangements to provide a rest shed for the stay of his workmen, DCI personnel and VPT personnel at working site (RK beach area) at his own cost and rental charges if any for the site occupied has to be borne by the Contractor. However, DCI will arrange allotment of Site wherever it is possible.
16. The Contractor has to make his own arrangements to provide his workmen with entry passes from VPT, rain coats, safety shoes, helmets, drinking water and basic amenities and other protective gears during the working hours for smooth and safe functioning of the work.
17. In case of any breakdown or repairs to dredger or any other stoppage and unforeseen contingencies, the contractor shall be given 24 hrs notices for withdrawal of his workmen. This period will be treated as suspension of work and no payment or claims whatsoever will be admitted for suspension of work on "no work no pay" basis.
18. The contractor shall be responsible for the delays in work caused by the workmen intentionally go slow tactics and militant behavior of the working gang and such delays and stoppage of work shall be reckoned as absence of working gang and besides non-payment of charges, penalty up to Rs.2, 000/- per day at the discretion of Project Manager, would be levied and recovered from the Security Deposit, bills or any other sum due to the contractor.

SIGNATURE OF THE TENDERER WITH SEAL

19. DCI has the right to execute the works of whatever nature through any other agency and means in view of urgency and the Contractor/Working gang shall have no claim and such claim cannot be entertained by DCI Ltd.
20. The rates quoted vide bill of Quantities of the tender by the tenderer is subject to conditions mentioned in General Conditions. Special Conditions and Specifications, memorandum, Notice Inviting Tenders, Scope of Work, instructions to the tenderer from time to time and other details enclosed in the tender documents shall form part of the contract.
21. The rates quoted by the Contractor and accepted by DCI shall remain firm during the period of the contract and extended period also. And requests for enhancement of rate will not be entertained at any stage.
22. In the matter of interpretation of terms and conditions, Special Conditions etc., covered under various clauses of this contract, Project Manager, DCI Ltd., Project Office, Lova gardens, Visakhapatnam, shall be final and binding on the contractor.
23. In the event of breach of contract by the Contractor and / or the contract is cancelled due to default on the part of the contractor, the balance work to be carried out by awarding to another agency at the risk and cost of the contractor, the corporation shall be entitled to withhold any sum due as a result of the said breach or default.
24. The labourers shall behave and perform their duties in a decent way without any quarrel since the work site is restricted places like Port Trust, Navy, and HSL etc., In case any of them found not suitable, same person(s) shall be replaced immediately as per the directions of Project Manager/Site-in-charge.
25. The Contractor's workmen or employees shall under no circumstances be deemed to be DCI Employee(s) and the Contractor should hold himself full responsible for any which they or their heirs or dependents or representatives may have or make for damage or compensation for anything done or committed to be done in the course of carrying out the work whether arising on DCI premises or elsewhere.
26. The Contractor shall supply workmen preferable who has having past experience in working on board Dredgers/Vessels and nature of the work. The workmen shall report to the Officer-In-charge / Site-In- Charge at correct time and on completion of work shall disembark/get down form the Dredger/Vessels without any disturbance to the Dredging operations and staff.
27. The Contractor should possess valid Labour License issued by the Asst. Labour Commissioner and the License should be renewed from time to time. The Contractor shall also abide by all rules and regulations of the Asst. Labor Commissioner. A copy of Labor License should be submitted along with tender.
28. The Contractor is responsible for the Safe Custody of the materials collected from the Corporation till the work is completed and handed over to the Corporation.

SIGNATURE OF THE TENDERER WITH SEAL

29. The Contractor shall perform his work in such a way that there is no obstruction to normal functioning of the DCI/PORT/NAVY/HSL & in the Public area of work. The materials shall be stacked in such a way that no obstruction is caused to the movement of the traffic in the area.
30. If any new taxes levied by State/Central Government which may be payable under these contract, same shall be borne by the contractor. In case of failure, DCI shall pay directly to the concerned authorities from the dues payable to the contractor.
31. The contractor should pay wages as per the minimum wages Act of Government of Andhra Pradesh applicable to Visakhapatnam Region to the workmen and also to follow all the Labor Laws, Acts as applicable and maintain Record as required, as per Labor regulations and Abolition Act and Produce the same monthly to DCI Project Office for verification and record. The Contractor shall at all the times indemnify the Corporation against all claims for Corporation against all claims for Corporation etc., under provision of any Law for the time being in force by or in respect of any workmen employed by the contract in carrying out and against all cost and expenses incurred by the Corporation in connection there with and (With out prejudice to any other means of recovery) the become due to the contractor all money paid or payable to the Corporation by way of compensation aforesaid or for cost or expenses in connection with any claim there to and the contractor shall abide by the decision of the employer as to sum payable to the contractor under the provision of this clause.
32. The Contractor should furnish the daily report of attendance in each shift to the Site- In-Charge without fail.
33. The Contractor should acquaint himself with the work and working conditions of the site and locality and places of the work before quoting the rates and no claim will be entertained on this issue at a later date. Uncalled remarks and Additional conditions are liable to summarily rejection.
34. The Contractor should sign on all the pages of the Tender Documents and Tender Notice duly filling up the rat in the bill of Quantities.
35. The Contractor is responsible for taking precautionary measures for the safety of the lives of all the personnel employed/working under him. The responsibility arising due to any compensation etc., there off lives entirely on the contractor. The Contractor shall arrange all the statutory requirements, for all his workmen, working under him and copy of the same may be submitted for reference along with the tender.
36. If required the whole work may be split up and work got executed by two or more contractors at the discretion of Project Manager, in case of emergency. Preconditions if any are liable to be rejected in this regard.

SIGNATURE OF THE TENDERER WITH SEAL

37. The contractor has to pay the Provident Fund as applicable from time to time to the PF Authorities before submission of the bill and the Original Challans along with Photo Copies has to be submitted along with the bill for settlement. The Original Challans will be returned after verification.
38. In case of emergency, the maintenance gang should carry out other site works connected to Dredging Operations on the same rates and terms and conditions.
39. The contractor should obtain the entry passes from VPT and CISF authorities at his own cost. DCI will only give necessary administrative assistance to obtain the entry passes.

40. FORCE MAJEURE:

- a) In the event of either party being rendered unable by force Majeure conditions to perform any obligation required to be performed by them under the contract, the relative obligations of the party affected by such force Majeure shall upon notification to the other party by suspended for the period during which force Majeure event lasts. The cost and loss sustained by either party shall be born respective parties.
- b) The term 'Force Majeure' as employed shall mean Acts of god, earth quake , Flood, War, Revolt, Riot: Fire, Sabotage, Strike (Excluding that of contractor Suppliers or sub-contractors employees) and hurricane. Time of performance shall be extended by the period of delay, which is directly caused by Force Majeure the decision of Project Manager on the extension shall be final and binding on the contractor. Upon the occurrence of such cause upon its ending/termination the party.
- c) Alleging that they have been rendered unable to perform as a force said, shall notifying to the other party in writing immediately but not later than 48 (Forty Eight) Hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- d) Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which cause lasts.

SIGNATURE OF THE TENDERER WITH SEAL

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE , VISAKHAPATNAM.

FINANCIAL BID

BILL OF QUANTITIES

Sub:- SUPPLY OF LABOURERS FOR LAYING, ASSEMBLING, MAINTENANCE , AND DISMANTLING OF SHORE AND FLOATING PIPELINE WORKS AND FOR SURVEY, DIVING AND OTHER PROJECT WORKS AND ALSO ON BOARD DCI DREDGERS AT VISAKHAPATNAM -Reg.

| Description of work | Units | Rate in figures (Rs) | Rate in words (Rupees) |
|--|------------------------------|----------------------|------------------------|
| Supply of labours for laying , assembling, maintenance , dismantling , stacking of shore and floating pipeline works and for survey, diving and other project works and also on board DCI dredgers at Visakhapatnam Port Trust Per shift of 8 hrs working | Per head per shift | | |

Note:

- (1) Laborers to be supplied to DCI as per the requirement, on all days including Sundays and holidays.
- (i) General shift: 0800 hrs to 1700 hrs
 - (ii) First shift : 0600hrs to 1400 hrs
 - (iii) Second shift : 1400hrs to 2200 hrs
 - (iv) Third shift : 2200hrs to 0600 hrs
- (2) Rate to be quoted per labour , per shift of 8 hrs working.

SIGNATURE OF THE TENDERER WITH SEAL

FORM OF CONTRACT AGREEMENT

This agreement made this ----- days of ----- BETWEEN the -----
----- a body corporate under-----having its Registered
Office at ----- (Herein
after called "the Employer," "Which expression shall unless excluded by or repugnant to the contract, be
deemed to include their successors in Office) of the One Part AND-----
(Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their
addresses) (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant
to the next, be deemed to include his/ their heirs, executors, administrators, representatives and assigns
or necessary in Office) of the Other Part.

WHERE AS THE "Employer" is desirous of -----

----- and the Contractor has offered to -----

----- AND WHEREAS the CONTRACTOR has deposited a sum
of Rs.----- as Performance Security in the form of -----
-----for the due fulfillment of all the Conditions of the Contract:

NOW THIS AGREEMENT WITNESS as follows:

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

SIGNATURE OF THE TENDERER WITH SEAL

- 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 compete 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-----
-----only) at the times and in the manner prescribed in the contract.

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

SIGNED AND SEALED BY

CONTRACTOR

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

In the Presence of:

Witness:

a) Signature:

b)Signature:

Name & Address:

PROFORMA

Date:

To
The Project in –Charge,
Dredging Corporation of India Limited,
5th floor, Dredge House, Port Area,
VISAKHAPATNAM – 530 001,
Andhra Pradesh (India),
Tel. No.0891-2871358

Sir,

Sub: Tender for Supply of labourers for laying, assembling, maintenance and dismantling of shore and floating pipelines and for survey, diving works and other project related works and also on board dredgers at Visakhapatnam- reg

With reference to your Tender No. VIS/OPS/ENGAGEMENT OF P/L LABOUR /20 Date: 10.08.2017 and as per Cl. No.31 of General Terms and conditions, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘or’

B. We hereby certified that my relative(s) working as Officer in Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India is given below:

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

Thanking you,

Yours faithfully,

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

SIGNATURE OF THE TENDERER WITH SEAL

PROFORMA

Date:

To
The Project in –Charge,
Dredging Corporation of India Limited,
5th floor, Dredge House, Port Area,
VISAKHAPATNAM – 530 001,
Andhra Pradesh (India),
Tel. No.0891-2871358

Sir,

Sub: Tender for Supply of labourers for laying, assembling, maintenance and dismantling of shore and floating pipelines and for survey, diving works and other project related works and also on board dredgers at Visakhapatnam- reg

With reference to your Tender No. VIS/OPS/ENGAGEMENT OF P/L LABOUR /20 Date: 10.08.2017 and Cl. No. of 32 of General Terms and conditions, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid and,

As per Cl. No.33 of General Terms and conditions, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

3. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To
The Dredging Corporation of India,
Dredge House, Port Area,
Visakhapatnam – 530 035

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

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

(Hereinafter called “the Bank” is bound unto the Corporation for the sum of Rs.1,90,000/- (Rupees One Lakh ninety thousand only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
 - (a) during the period of Tender validity specified in the Tender,
 - or
 - (b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to execute the Agreement, if required or
3. Commence the work as per the Letter of Intent or Word Order

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to **RS.29,100/- (Rupees Twenty nine thousand one hundred Only)** and will remain in force up to 120 days from the date of opening of First cover , 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.

SIGNATURE OF THE TENDERER WITH SEAL

Dated.....day of2017

For

.....

(Indicate Name of the Bank)

SIGNATURE OF THE TENDERER WITH SEAL