

# DREDGING CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)  
BLOCK – “F” HDC., P.O. – CHIRANJIBPUR,

Haldia – 721 604.

Ref: DCI/HAL/OPS/11A.3/CAR/2018-19

Date: 28-01-2019

To,

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Dear Sirs,

Sub: **TENDER NO. DCI/HAL/OPS/11A.3/CAR/2018-19 dated 28-01-2019.**  
Tender for supply, manning and running of A.C diesel taxis (Swift desire or similar model like ) of 2017 or later make for hire on “as and when required basis” for use by Dredging Corporation of India Ltd (hereinafter referred to as “DCI”), Project Office, Haldia.

1. Sealed Tenders are invited from Taxi Suppliers having experience for supply of A.C diesel driven latest model taxis (Swift desire or similar model) of 2017 or later make for hire on “**as and when required basis**” for use by DCI in two cover system i.e. Technical & Price Bids, for two year contract, extendable by another year at the option of DCI at the same rates, terms and conditions.
2. Tenderers are requested to go through the tender documents in detail, before filling up the tender documents, enclosing relevant supporting documents and offering their rates. Tenderers must sign and stamp on each and every page of the tender, in token of acceptance of the conditions of the Tender. The name of the tenderer, firm, he is representing, address, place and date should be mentioned at places indicated.
3. Tenderers are requested to submit their Technical Bid and Price Bid in two separate sealed covers super scribed in bold letters “TECHNICAL BID and PRICE BID” on respective covers and both the Technical Bid cover and Price Bid cover shall be put in another sealed cover duly indicating on the tender cover as “**TENDER FOR SUPPLY, MANNING AND RUNNING OF A.C DIESEL TAXIES (Swift desire or similar model) OF 2017 OR LATER MAKE FOR HIRE ON “AS AND WHEN REQUIRED BASIS” FOR USE BY DCI –TENDER NO. DCI/HAL/OPS/11A.3/CAR/2018-19** and submit their tender so as to reach the following office on or before 1500 hrs. on 12.02.2019.”

PROJECT INCHARGE,  
DREDGING CORPORATION OF INDIA LIMITED,  
BLOCK – “F” HDC  
P.O. – CHIRANJIBPUR,  
HALDIA – 721 604

EAST MEDINIPUR, WEST EBNGAL

4. DCI will not be responsible for postal or courier delays, if any, in receipt of the tender documents. The tender documents received after the closure of the time and date are liable to be rejected. Tenders submitted by e-mail will not be accepted under any circumstances.
5. The Tenderer shall furnish the cost of tender documents of Rs. **1,180.00**. The payment must be made online and the proof of payment should be attached with Technical Bid documents. The details of DCI Current Account at Syndicate Bank is as follows,  
DCI Current Account No. 35833070000014.  
Bank name: Syndicate Bank.  
Branch Name: DCI LTD PORT AREA BRANCH, Visakhapatnam – 530001 (India).  
IFSC / RTGS No: SYNB0003583.  
SWIFT Code No. SYNBINBB032.
6. **Earnest Money Deposit (EMD)**: The tenderer shall furnish Earnest Money deposit of Rs 34,500/- (Rupees thirty four thousand and five hundred only). The EMD will be submitted by the parties either in the form of online ECS (RTGS/NEFT) (Proof of payment to be attached) or Bank Guarantee (BG) from any Nationalized Bank, as per attached Proforma (Annexure - 4). BG validity should be initially for 45 days beyond the validity period and to be extended if required. Cheque / Demand Draft will not be accepted. Tenders received without EMD or any of the above conditions or incomplete in any respect are liable for summarily rejection.
7. The Technical Bid cover shall contain the Tender documents viz., Sections-I, II, III, IV, V, and VI (Technical Bid format) along with Annexure – 1, 2, 3, 4 & 5 etc., together with EMD. The Price Bid cover should contain (Section-VII- i.e., Bill of Quantities) to be kept in a separate sealed cover duly signed. It may please be noted that the Price Bid Covers will be opened in respect of those parties who are technically qualified. Submission of Tenders both Technical & Price Bid papers in single cover is liable for rejection.
8. The technical bids will be opened at 1530 hrs on **12.02.19** in the presence of such Tenderers / their Authorized representatives who are present, if any, at that time at DCI, Project Office, Haldia.

Thanking you,

Yours faithfully,  
for DREDGING CORPORATION OF INDIA LIMITED

PROJECT IN CHARGE

Encl: As above.

**DREDGING CORPORATION OF INDIA LIMITED  
(A Government of India Undertaking)**



**TENDER NO. DCI/HAL/OPS/11A.3/CAR/2018-19 DATED 28.01.2018**

**TENDER FOR SUPPLY, MANNING AND RUNNING OF  
A.C DIESEL TAXIES OF 2017 OR LATER MAKE  
FOR HIRE ON "AS AND WHEN REQUIRED BASIS" FOR USE BY**

**DREDGING CORPORATION OF INDIA LTD., HALDIA**

**ADDRESS TO WHICH TENDER DOCUMENTS ARE TO BE DESPATCHED:**

**PROJECT INCHARGE,  
DREDGING CORPORATION OF INDIA LIMITED,  
BLOCK - "F" HDC  
P.O. - CHIRANJIBPUR,  
HALDIA - 721604  
EAST MEDINIPUR, WEST EBN GAL**

<b>LAST DATE OF RECEIPT OF TENDER DOCUMENTS-</b>	<b><u>12.02.19</u></b>	<b>-</b>	<b>1500 HRS</b>
<b>DATE OF OPENING OF TECHNICAL BIDS-</b>	<b><u>12.02.19</u></b>	<b>-</b>	<b>1530 HRS</b>

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**SECTION-I****DCI/HAL/OPS/11A.3/CAR/2018-19****DT: 28.01.2019****NOTICE INVITING TENDER**

1. Sealed Tenders are invited from the reputed Taxi Suppliers for supply of diesel driven latest model AC taxies (**Swift Dezire or similar model**) of 2017 or later models, for hire by M/s. Dredging Corporation of India Limited (DCI), Project Office, Haldia, on as and when required basis, in **Two Cover System, i.e., Technical Bid & Price Bid**, initially for a period of two years extendable by another year at the option of DCI on the same rates, terms and conditions. DCI intends to hire taxies in Haldia and nearby areas as per the Scope of the work in Section III of the tender document.
2. Interested taxi suppliers may obtain tender documents from Project Office, Haldia on all working days from 29.01.2019 (0930 hrs to 1730 hrs) up to 11.02.2019, after payment of cost of tender documents as per terms and conditions. The detailed NIT and complete Tender Documents are hosted on Websites [www.dredge-india.com](http://www.dredge-india.com) and [eprocure.gov.in](http://eprocure.gov.in). Interested parties may also download the tender documents from the websites from 29.01.2019, 0930 hrs up to 11.02.2019, 1730 hrs for participation in the bid.
3. The last date for receipt of Tender Documents is 1500 hrs on **12.02.19**. The Technical bids will be opened at 1530 hrs on **12.02.19** in the presence of such Tenderers / their Authorized representatives who are present, if any, at DCI, Project Office, Haldia at that time. DCI shall not be liable for delay, if any, in receipt of tender documents on the due date.
4. Rates for supply of vehicles are to be given as per the Section VII of the Tender document
5. Dredging Corporation of India Ltd., reserves the right ;
  - i For issue of tender documents only to those considered competent to execute the work.
  - ii To accept or reject any or all tenders received without assigning any reasons whatsoever.
  - iii To cancel the tender enquiry at any stage without assigning any reason.
  - iv To reject the tender received with counter conditions.

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**SECTION II****TENDER**

M/s. Dredging Corporation of India Limited (A Govt. of India Undertaking) is desirous of hiring of taxies of latest model A.C diesel driven taxies of 2017 or later models for use by M/s. Dredging Corporation of India Ltd., Haldia on as and when required basis in two cover system i.e. Technical & Price Bids, The details with regard to Cost of tender documents, EMD, Security Deposit, Period of Contract, etc., are as indicated in the following Memorandum:-

**MEMORANDUM**

i	Name of Work	:	Supply, Manning and Running of A.C diesel taxies ( <b>Swift Dezire or similar model</b> ) of 2017 or later models for hire on "as and when required basis" for use by DCI Ltd., Haldia as per the Scope of work stated at Section – III.
ii	Cost of Tender Documents	:	<b><u>Rs.1,180/- (Rupees One thousand one hundred and eighty only.)</u></b>
iii	E.M.D	:	<b><u>Rs. Rs 34,500/- (Rupees thirty four thousand and five hundred only) through</u></b> on line as per the bank details given or Bank Guarantee issues by a Nationalized Bank as per format attached at <u>Annexure – 4.</u>
iv	Performance Security & Security Deposit	:	<p><u>Performance Security:</u> 5% of the contractual value for 2 years to be payable by the Successful bidder within 15 days from the date of award of work through on line as per the bank details given or Bank Guarantee issues by a Nationalized Bank as per format attached at Annexure – 5 and as per Clause 7 of General terms &amp; Conditions of this tender. EMD will be returned to the successful bidder after receipt of Performance Security or will be adjusted against the same after submission of the balance amount as Performance Security at the successful Bidders option.</p> <p><u>Security Deposit:</u> In addition, 5% from every running bill will be deducted towards Security Deposit till the total Security Deposit amounts to 5% of the contractual value.</p> <p>Note: Performance Security - 5%</p>

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			(submitted as BG or RTGS) and Security Deposit - 5% (deducted from bills), totaling to a tune of 10% of contractual value.
v	Period of Contract	:	Initially for two years extendable by one more year at the option of DCI, with the same rates, terms and conditions
vi	Issue of Tender Documents	:	From 0930 hrs on <b><u>29.01.19</u></b> to 1730 hrs on <b><u>11.02.19</u></b> .
vii	Last date for Receipt of Tenders	:	Up to 1500 hrs on <b><u>12.02.19</u></b> .
viii	Date & Time of Opening of Technical Bids	:	The Technical bids will be opened at 1530 hrs on <b><u>12.02.19</u></b> in the presence of such Tenderers / their Authorized representatives who are present, if any, at DCI, Project Office, Haldia.

## SECTION - III

### SCOPE OF WORK

1. Supply, manning and running of A.C diesel taxis (**Swift Dezire or similar model**) of 2017 or later models of having all inbuilt facilities on 'monthly basis for use by M/s. Dredging Corporation of India Ltd., Chiranjibpur, Haldia as per the terms and conditions of the tender for 12 hrs usage.
2. Supply, manning and running of A.C diesel driven taxis (**Swift Dezire or similar model**) of 2017 or later models having all inbuilt facilities on 'as and when required basis' for use by M/s. Dredging Corporation of India Ltd., Chiranjibpur, Haldia, various locations in Haldia or nearby areas like Mechada/Haldia/Kolkata/ Airport/ Durgapur/ Kharagpur / Paradip / Roychak / Kukrahati/Visakhapatnam etc. as per the terms and conditions of the tender.
3. The tendered work is scheduled to be commenced, immediately after finalization of the tender hence; the tenderer should make all necessary arrangements before hand for supply of vehicles as per the Scheduled date given by DCI.
4. The vehicle will be used for transportation of man, material etc. as and when required basis as per the requirement.

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## SECTION-IV

### GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1. Tender shall be submitted in two covers. Cover-I – Technical bid and Cover-II – Price Bid. Both the covers of the tender shall be sealed individually and super scribed in bold letters as “**COVER-I – TECHNICAL BID**” or “**COVER-II – PRICE BID**” as the case may be. Both the sealed covers shall be put in another cover, super-scribed in bold letters with the name of the work as “**TENDER FOR SUPPLY, MANNING AND RUNNING OF A.C DIESEL TAXIES (SWIFT DEZIRE OR EQUEVALENT MODEL) OF 2017 OR LATER MAKE FOR HIRE ON “AS AND WHEN REQUIRED BASIS” FOR USE BY DCI – TENDER NO.DCI/HAL/OPS/11A.3/CAR/208-19 DT. 28.01.19** along with the name of the tenderer and sealed. Tenders submitted in open covers shall be summarily rejected.
  
2. **LAST DATE:** The tender shall be sent so as to reach the following address on or before **1500 hrs. On 12.02.19**.

**PROJECT INCHARGE,  
DREDGING CORPORATION OF INDIA LIMITED,  
BLOCK – “F” HDC  
P.O. – CHIRANJIBPUR,  
HALDIA - 721604  
EAST MEDINIPUR, WEST EBN GAL**

Tenders received beyond specified time and date shall be summarily rejected. The Company shall not be in any way responsible for postal delays. The technical bid will be opened at 1530 Hours on the same day i.e, **12.02.19**. Tenders have to be sent by post / courier / dropped in tender box to / at the above address in closed cover as specified above. **Quotations received by E-mail would not be accepted and would be rejected.**

3. **Cover-I shall be marked as Technical bid and shall contain:**
  - I. All the Tender documents excluding Section VII (forming the price bid) signed on each page with Company's /Firm's seal in token of acceptance of all the conditions.
  - II. Cost of tender documents of Rs. **1,180.00**. The payment must be made online and the proof of payment should be attached with Technical Bid documents. The details of DCI Current Account at Syndicate Bank is as follows,

DCI Current Account No. 35833070000014.  
Bank name: Syndicate Bank.  
Branch Name: DCI LTD PORT AREA BRANCH,  
Visakhapatnam – 530001 (India).  
IFSC / RTGS No: SYNB0003583.  
SWIFT Code No. SYNBINBB032

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The payment shall be paid from any Scheduled or Nationalized commercial Bank. DD and other offline process is not acceptable in any way towards cost of tender document and EMD. Those should be submitted by NEFT/RTGS as per recent practice. The Price Bid cover should contain only Section – VII, i.e. Bill of Quantities duly signed and nothing else. It may be noted that Price Bid will be opened in respect of those parties who are technically qualified. Submission of tender with both Technical & Price Bid papers in a single cover is liable for rejection.

**Earnest Money Deposit (EMD)**: The tenderer shall furnish Earnest Money deposit of Rs Rs 34,500/- (Rupees thirty four thousand and five hundred only). The EMD will be submitted by the parties either in the form of online ECS (RTGS/NEFT) to the DCI Current Account mentioned above and proof of payment attached with the technical bid OR Bank Guarantee (BG) from any Nationalized Bank, as per attached Proforma **(Annexure - 4)**. BG validity should be initially for 45 days beyond the bid validity period and to be extended if required. Cheque / Demand Draft will not be accepted. Tenders received without EMD or any of the above conditions or incomplete in any respect are liable for summary rejection.

The earnest money deposit may be forfeited:

- i) If a Tenderer:
  - a) Withdraws its tender during the period of tender validity specified by the tenderer in the bidform.
  - b) Does not accept the correction of errors.
- ii) In the case of a successful tenderer, if the tenderer fails:
  - c) To sign the work order.
  - d) To furnish performance security.
- iii) The EMD will be returned to unsuccessful bidders within 60 days from the date of finalization of tenders. The EMD of successful bidders will be returned after receipt of performance security or will be adjusted against the security deposit and will be returned along with payment for the job on successful bidders **request**. subject to successful completion of the job. Tenders submitted without the EMD & cost of tender documents shall be summarily rejected.

**Pre-Qualification Criteria:**

- (I) Experience of having successfully completed similar works 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.

Three similar completed works costing not less than the amount of  
Rs.4.60 Lakhs.

OR

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Two similar completed works costing not less than the amount of  
Rs. 5.75 Lakhs.

OR

One similar completed works costing not less than the amount of  
Rs. 9.20 Lakhs.

(II) Should be in possession of at least 2 (two) number AC Dzire etc. or similar type Cars of 2017 make or later model at the time of tendering.

(III) Average Annual financial turn over during the last 3 years ending 31st March 2018 should be at least Rs. 3.45 Lakhs.

Dredging Corporation of India Limited reserves the right to:

- a. Issue Tenders only to those considered competent to carry out the work.
- b. Accept or reject any or all tenders without assigning any reason whatsoever.
- c. To cancel the tender at any stage for the reasons whatsoever it may be.

Note: i) Work completion certificate and work order should be submitted as supporting for Sl. No.(2) as a proof for similar works ii) Similar works means experience in supply, manning and running of taxies. iii) Audited balance sheets to be provided in support of Sl. No. (III).

- (i) The RTGS code, Account Code, Bank Name etc so as to facilitate transfer of funds electronically. The offers without the details of the Bank Account etc., for electronic transfer of funds would not be considered.
  - ii) Copy of the Pan Card.
  - iii) Copy GST registration.
  - iv) The tenderer shall furnish a declaration as to compliance of all conditions and having put no counter conditions (Annexure – 1).
  - v) An undertaking as at Annexure - 3 that the tenderer has 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.
  - vi) The tenderer will furnish the details of the employees in Dredging Corporation of India Limited with whom he has any relationship along with nature of relationship as per Annexure – 2.
4. **Cover-II shall be marked as PRICE BID** and shall contain price schedule as per **Section VII** of tender document enclosed, duly filled in under each head and signed with company's/firm's seal/stamp.

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5. On evaluation of technical bid, the price bids of the technically qualified bidders will be opened at a later date which will be communicated to all the technically qualified bidders.

DCI reserves the right to have negotiations with the L1 party to match the lowest quote(s) of other party (i.e.s) or such other reasonable rates for different cars and/or items in the price bid.

DCI reserves the right not to consider/ reject the bid of any party, if it is found at the time of evaluation that the quote contains any freak rates under any head/category (i.e. unreasonable/ abnormal rates - high/ low).

DCI reserves the right to select more than one party for providing the said services.

The payments will be made as per the actual usage and as per the final rates agreed to with the successful bidder.

6. Dredging Corporation of India Limited reserves:-
  - a) The right to cancel or withdraw this enquiry at any stage without assigning any reason whatsoever, and no further correspondence shall be entertained in this regard.
  - b) The right to reject or accept any tender offer irrespective whether it is lowest/ highest without assigning any reasons, whatsoever.

7. Performance Security: The successful bidder is required to furnish Performance Security of 5% of the contractual value for 2 years through on line as per the bank details given or Bank Guarantee issued by a Nationalized Bank as per format attached at Annexure – 5. EMD will be returned to the successful bidder after receipt of Performance Security or will be adjusted against the same after submission of the balance amount as Performance Security on bidders request. The Performance Security shall be submitted by the successful tenderer within 7 days from the date of the award of work. DCI reserves the right to cancel the contract, if the Performance Security is not submitted within said time and to forfeit EMD in pursuant to Cl. 3 (III) Section IV.

Security Deposit: In addition, 5% from every running bill to be deducted towards Security Deposit till the total Security Deposit amounts to 5% of the contractual value. The Security Deposit amount will be returned after satisfactory completion of the contract after making deductions as may be required. The security deposit will not carry any interest. The security deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations including extension period if any. No interest shall be paid for the above.

Note: Performance Security - 5% (submitted as BG or RTGS) and Security Deposit - 5% (deducted from bills), totaling to a tune of 10% of contractual value.

8. All tenders must be absolutely clear, failing which the same will not be considered.

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9. After receipt of work order and within 10 days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract.
10. All columns would be properly and legibly filled in. No column would be left blank. Any correction in the rates etc. would be duly attested by the tenderer. Alterations, if any, not authenticated with attestation may result in the rejection of the tender.
11. Rates quoted by the tenderer in item rate tender in figures and words will be accurately filled in so that there is no discrepancy in the rates written in figures and words.
12. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that the interpolation is not possible. The total amount would be written both in figures and in words. In case of figures word Rs. would be written before the figures of Rupees and word paisa after decimal figures viz., Rs.2.15 Ps. And in the case of words, the word Rupees should precede and the word paisa would be written at the end. Unless when the rate is in whole rupee and followed by the words only, it would be invariably be up to two decimal places.
13. The rate will be quoted in decimal coinage and will be noted in words and figures. The amount for each item would be worked out and the requisite total given.
14. If the amount of an item is not worked out by the tenderer, it does not correspond with the rate written either in figures or in words, then the rate quoted by the tenderer in words will be taken as correct.
15. Where the rate quoted by the tenderer in figures and words tallies but the amount is not worked out correctly, the rate quoted by the tenderer will be taken as correct and not the amount.
16. Item rate tender bearing any inscription either to increase or decrease the rate quoted, they will not be considered and such tender will be rejected summarily.
17. The rate quoted in the tender will remain firm during the currency of contract including the extended period if any. Escalation in the hire charges is not admissible.
18. The rates would be inclusive of all taxes (except GST), fuel/other oils, repairs, drivers batta and all other charges. Parking fees/ Toll Gate charges will be reimbursed by DCI when claimed along with the bill after producing of proof of payment in original.
19. The amount shall be quoted in figures and words in English language.
20. a) Tax (present or future) in respect of this contract will be payable by the tenderer and Dredging Corporation of India Limited will not entertain any claim whatsoever in this respect.  
b) DCI will reimburse the GST provided the same is shown separately in the invoice along with the rate. The GST Registration number should also be

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printed on the invoice. The responsibility of remittance of GST to Government is of the party and not of DCI.

21. The tenderers should acquaint themselves with the work and the working conditions in supply, manning and running of taxies to Govt. Organizations/reputed firms and no claim will be entertained on this issue.
22. The tender should be valid for a period of 90 days (ninety) days from the date of opening.
23. DCI reserves the right to inspect the taxi cabs to check the model and the conditions of the taxies owned by the tenderer and to assess their credentials/capability in maintaining the taxi cabs
24. Tenders submitted with additional conditions / counter conditions are liable to be rejected.
25. In the event of any breach of contract on the part of the contractor, the Corporation reserves the right to forfeit the entire performance security including converted EMD amount. Corporation also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer.
26. All rules and regulations governing the Dredging Corporation of India Limited will be applicable.
27. 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 .
28. All claims of the Dredging Corporation of India Limited against this contract or any other transactions whatsoever will be recovered from the amounts due to the tenderer under this account
29. Wages will be paid by the tenderer to the workmen, directly without intervention of any Jamadars or chowkidars and that the contractor will ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from the wages of the workmen. The tenderer will also strictly comply with the various provisions of the labour welfare statues including but not limited to:

Contract Labour (Regulation and Abolition Act, 1970)

Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

Industrial Dispute Act, 1947

Payment of Gratuity Act, 1972

Equal Remuneration Act, 1976.

Employees Provident Fund and Misc. Provisions Act, 1952

Minimum Wages Act, 1948

ESI Act, 1948 and

Laws applicable to women, wherever applicable and any other relevant statues, together with the amendments, thereon. The contractor shall

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maintain various registers as required under the statutes and produce to the officer of the Corporation nominated for the purpose, every month/as and when required for verification. No child labour should be engaged.

30. All liabilities such as compensation under Workmen's Compensation Act, PF Act and other regulations of the Govt. prevailing and as amended from time to time will be to the Tenderer's account and the tenderer must indemnify the DCI against such liabilities.
31. If the tenderer makes default in proceeding with the work with due diligence, due to lack of resources or organization or work operated is not up to the expected standards, the Corporation reserves right to cancel the contract at 3 (three) days notice at any time during the currency of the contract. If the tenderer fails to execute the work as per conditions of the contract the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. The Corporation would be entitled to with-hold any sum due and payable to the tenderer towards the sum as a result of the said breach or default. The contractor will not have any claim for compensation or otherwise on this account.
32. The tender is non transferable and if transferred, it is liable for rejection.
33. **ARBITRATION:** In case of any dispute between the DCI and private party for contract upto Rs.10 Crores the issue will be referred to Director (Operations and Technical), Dredging Corporation of India Ltd and the decision of the Director (Operation and Technical) shall be final, conclusive and binding on all the parties to the contract upon all question 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 (Operations and Technical).  
Any dispute or difference arises between the DCI and contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to 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 arbitrators shall be final and binding upon the parties here to, 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 Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof. The venue of Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this Contract.
34. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.

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35. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable for summary rejection.
36. The work will be commenced and completed as per the time schedule mentioned. In the event of delay in commencing the subject work, as stipulated in the work order, the work order issued to the party will be cancelled and EMD / Performance Security will be forfeited.
37. If tenderer fails to complete the work, DCI reserves the right to execute the work from the other sources at the risk and cost of the tenderer and EMD / Performance Security / Security Deposit submitted will be forfeited.
38. No claim for the increase in the rates of the materials and labour during the contract period will be entertained by DCI.
39. The tenderer is responsible for taking all precautionary measures for the safety of the lives of all workmen working under them. The responsibility arising due to any mishap during the execution of work and the payment of any compensation etc., thereof lies entirely on the part of the tenderer.
40. The Tenderer will study all conditions of contract, site conditions, local conditions and regulations, rules with regard to labour, materials etc., which has a bearing on their bid and the rates quoted, will be deemed to cover all such requirements and contingencies
41. Time is the essence of the contract. The tenderer will ensure that the vehicles are reported as per requirement within the stipulated time. In case of breakdown of the vehicle hired, another vehicle in good working condition has to be provided immediately by the taxi supplier at no extra cost.
42. Tenders received after specified time and date will not be accepted.
43. DCI reserves the right to cancel/ withdraw the tender at any stage without assigning any reason.
44. DCI reserves the right to inspect the taxi cabs to check the model and the conditions of the taxis owned by the tenderer and to access their credentials/ capability in maintaining the taxi cabs.
45. The tenderer should have at least 3 years experience in supplying AC Car to Govt. organizations/ reputed firms and should be in possession of at least 2 (two) number of AC A.C diesel taxis (Swift Dezire or equivalent model) of 2017 make or later model of having all inbuilt facilities at the time of tendering.
46. No over writing without attestation is acceptable.
47. No addition proposal will not acceptable.
48. The tenderer should not put any additional clause or request anywhere in the tender.
49. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
50. In case of corrigendum/addendum regarding the subject tender work, DCI will published in DCIL website [www.dredgeindia.com](http://www.dredgeindia.com), Government's Central Public Procurement Portal <https://eprocure.gov.in> till one day before last date of submission. Tenderers are requested to check the websites accordingly.

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## **SECTION-V**

### **TECHNICAL SPECIFICATIONS**

1. The rates quoted by successful bidder will be valid for a period of three years from the date of acceptance by DCI.
2. The taxis to be supplied to the Corporation will be of make/model 2017 or later models. The tenderer will produce the vehicle(s) if required by the Corporation for inspection. The Corporation has the right to reject the vehicle supplied by the Contractor, if the same is not of make/model 2017 or later model. Tenderer should be in a position to supply the vehicle within 2 hours on informing the type of vehicle required, for carrying men and materials from specified place.
3. Tenderer will ensure that no vehicles owned by private parties hired as taxis. The vehicles hired as taxis will be registered as a transport vehicle and possess necessary valid permit. The drivers should also hold the requisite licenses/permits etc. The drivers must carry their original driving license at all times.
4. If, the hiring is on hourly basis, time at which the driver along with the taxi starts from garage or at the point reporting at garage (garage to garage) be treated as "BOOKING TIME" and "RELEASING TIME".
5. If the hiring is on KM basis, the mileage will be accounted for, from garage to garage. If the garage is located at more than 05 Kms, the distance will be restricted to a maximum of 05 Kms. each side.
6. The Corporation will not bear any expenditure towards fuel/other oils and repairs, driver batta etc., of the vehicles.
7. Toll gate fees, parking fee expenditure will be reimbursed by DCI. Party is required to pay the same and later on claim in the bills along with the challans in original towards toll/parking fees. They should not be collected from the user under any circumstance.
8. Extension of the service contract beyond two years will be considered by the Corporation, upon the satisfactory performance and fulfillment of the terms and conditions and under the same rates terms and conditions.
9. If the performance of the vehicle(s) is/are not satisfactory, the tenderer will be notified in writing of the poor performance and in case the tenderer fails to improve the performance or to supply suitable substitute vehicle in good

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working condition to the satisfaction of DCI Ltd., Haldia within reasonable time as notified in the notice, the Corporation reserves the right to cancel the contract immediately after expiry of notice period and Performance Security will be forfeited. DCI may further recover such amount towards poor/unsatisfactory performance as may be reasonable at its sole discretion from the monthly bills.

10. The party will submit the Running Account Bill on or before 15<sup>th</sup> of every month for the vehicles hired during the previous month. Payments will be made within 30 days from the date of submission of the bills after deducting the Statutory or such other recoveries like income tax, SD etc. (including for poor performance), if any. The Security Deposit will be refunded to the Contractor after the payment of the final bill and on successful completion of the contract after making such deductions/recoveries as may be necessary.
11. Escalation in the cost of diesel rates, as per the directives of Govt. of India, will be reimbursed to the taxi supplier with the last date of submission of bids as the base date for the rate of diesel. The escalation will be worked out considering that each liter gives an average run of 10 Kms and will be calculated average rate of the fuel charge for the month and will be nomenclature as "Fuel - Escalation charge". Similarly, de-escalation in the rate of diesel during the currency of contract will be reduced accordingly with date of submission of bids as the base date for the rate of diesel. No other escalation in costs is payable. Base rate will be taken as the last day of submission of bids.

Formula for calculating fuel escalation / de-escalation:

$$\text{Fuel escalation / de-escalation} = (A / 10) \times (B - C)$$

A = No. of kilometers.

B = Present price of fuel.

C = Price of fuel as on base date.

Note: For the purpose of calculating fuel escalation / de-escalation, the price of fuel as on the 1st and 16th of every month will be taken into consideration.

12. The vehicle and drivers provided to the Corporation will possess valid Road Tax Token, License, Comprehensive Motor Insurance coverage, Pollution Control Certificate and other relevant statutory documents etc., as prescribed by the concerned authorities, from time to time.
13. In case of break-down of the hired vehicle, alternative vehicle has to be provided by the taxi supplier at no extra cost. If he fails to do so, alternative arrangement will be made, and the expenses incurred thereof will be deducted from the taxi supplier while settling the bills.

14. Either the officer of the Corporation or the representative of the Corporation traveling in the taxi will in no way, be responsible for any accident or mishap occurring to the vehicle/driver or any claims arising out of the same
15. Tenderer will take full responsibility for the safety of his vehicles/drivers/workmen during hire. The Corporation will not be liable for or in respect of any damage or compensation payable in law, in respect or consequence to any accident or injury to any workmen or other persons in employment of the contractor or damage/damages to the vehicles etc., and the tenderer will indemnify and keep DCI indemnified against all such damages and compensations and against all claims, damages, proceedings cost, charges and expenses, whatsoever in respect thereof or relating thereto.
16. The drivers should be provided with uniforms to comply with the regulations of the Road Transport Authorities. In case of failure to comply with the rules by the drivers, it will be the sole responsibility of the drivers/taxi supplier for payment of any fines, etc., and the Corporation will in no way be responsible for any consequences etc. DCI reserves the right to reject any vehicle if the driver reports without wearing the said uniform or deduct penalty from the bills at its sole discretion.
17. The drivers of taxis should be advised / instructed to behave politely with the officers/staff while discharging their duties.
18. Haldia Port Dock Entry passes whenever required shall be arranged by DCI, however, the Tenderer shall abide by all rules and regulations in force while plying the Car(s) inside the restricted areas of Port Trust, etc. As per the present rules, the payment for Dock Entry passes to be made by Cash. The tenderer is required to provide the drivers with sufficient cash to make the necessary payments which will be reimbursed by DCI later. Toll Tax, Parking fees & Dock Entry fees, if any shall be reimbursed on submission of proof along with monthly bill duly endorsed by the respective users. The tenderer shall maintain regular drivers and shall not change them frequently.
19. At all times, the drivers should be given by the contractor sufficient money to pay parking fees, toll charges etc and the same should not be asked from the officer of the company/ representative or any other official travelling in the vehicle at any point.
20. When reporting at Airport/ Railway Station/ any other public place to receive any guest, the driver should carry a placard containing the name of the Company and the name of the Guest. The Blank placards will be provided by the Company.
21. When the taxis are engaged for out-station trips, the drivers concerned should be provided with sufficient amount to meet expenses relating to cost

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of Diesel, Repairs, Drivers Coffee/Tiffin, Meals expenses and other contingencies.

22. The tenderer should be able to cater / provide immediately any number of taxis, as required by the Corporation on any day within 2 hours on intimation. If the tenderer fails to do so, alternative arrangements will be made and expenses incurred thereof will be deducted from the successful tenderer, while settling his bills.
23. The vehicles will be engaged on as and when required basis and DCI has the right not to engage any vehicle whenever there is no requirement.
24. The Taxi drivers should possess Mobile Phone for easy access / communication to the extent possible.
25. The mobile number of the Driver, Driver name, Vehicle Number should be sent by SMS to the person who is booking the vehicle and also to the guest, if his number is provided.
26. In the event of early completion, temporary suspension of Project works or closure of DCI Project Office, the hiring of Car(s) shall be suspended temporarily or terminated by giving 3 (Three) days notice to the tenderer.
27. For Sl. No. 1 of Section VII (Regular office vehicle) the rate for extra Km & extra hour shall be operated / paid as per the schedule when the actual total Kms and total hours per month exceeds 3600 Km & 360 hours respectively or pro-rata thereof. The payment will be made for actual hired days and the Kms & hours will be considered on pro-rata basis proportional to the number of hired days (actual).

**Illustration:** When the regular office vehicle engaged on 12 hrs basis has run for 30 days in the month, the payment shall be considered in the following manner in addition to the normal as per the schedule.

Hrs in that month	Km run of the vehicle in that month	Explanation
360	3600	No addl. payment since it is within 360 hrs and 3600 Kms
400	3600	Extra 40 hrs. (400-360) only shall be paid
360	4200	Extra 600 Kms (4200-3600) only shall be paid
400	4200	Extra 40 hrs shall be paid, and corresponding 40 hrs x 10 km = 400 Kms shall be deducted from the payment due for the 600 Kms. i.e. payment for 600-400=200 Kms only shall be paid.

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The calculation will be changed proportionately when the office vehicle has run for less than 30 days in the month.

**28. Liquidated damages:** If the Contractor fails to provide the taxi services as per contract, DCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% per week or pro-rata of the contract price will be charged for failure to provide taxi services, subject to maximum 10% of the contract price. Once the maximum is reached, the DCI may consider termination of the Contract pursuant. (For delay in delivering services for more than 3 days the contractor will be imposed liquidated damages on pro-rata basis of the contract price.)

**29. Force Majeure:**

(i) The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(ii) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes.

(iii) If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

30. The successful tenderer must start providing the vehicles as per requirement of DCI within 7 days of placement of work order.

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**SECTION – VI****TECHNICAL BID****(TO BE SUBMITTED IN SEPARATE SEALED COVER)**

01	(a) Name & Full address of the firm with telephone / Fax Nos.			
	(b) Name of the contact person			
02	Firm's Registration Certificate issued by Labour Authorities under Shops & Establishment Act (Documentary proof shall be attached)			
03	GST registration certificate of the Firm issued by concerned authority (Documentary proof shall be attached)			
04	Permanent Account Number (PAN) issued by Income Tax Dept., Govt. of India (Documentary proof shall be attached)			
05	(a) Existing latest model Taxi (Swift desire or equivalent model not earlier to 2017. (Minimum of 2 nos. Maruti Swift Dzire of 2017 or later model having all inbuilt facilities should be furnish for technical qualification)	Type of Vehicle	Year of make/ model	No. of vehicles
	(b) No. of latest model taxis registered in the name of tenderer (Documentary proof shall be attached)	Type of Vehicle	Year of make/ model	No. of vehicles

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06	Tenderer should have been completed three similar works each costing not less than <u>Rs. 4.60 Lakhs</u> or two similar completed works each costing not less than <u>Rs. 5.75 Lakhs</u> or one similar completed work costing not less than <u>Rs. 9.20 Lakhs</u> .			
Nature of work	Period of work <u>From</u> <u>To</u>	Organization if any	Value of each work done Rs.	Remarks (attach supporting documents)

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07	<p>Average Annual Financial Turn Over for the last 3 years:</p> <p>(a) 2015-16: (b) 2016-17: (c) 2017-18:</p> <p>(Attach copies of Profit &amp; Loss Account duly certified by Auditor/ Auditor's certificate)</p>	<p>Rs. Rs. Rs.</p>
08	<p>Details of Man Power possessed by the Tenderer (viz. Experienced drivers, etc.)</p>	
09	<p>E.M.D. particulars (BG / DD towards EMD shall be kept in Technical Bid cover only)</p>	
10	<p>Furnish an undertaking that the 'Price Bid Cover' (section-VI) does not contain any counter conditions</p>	
11	<p>Whether letter as per proforma duly signed and attached in the Technical Bid Cover</p>	



12	Whether all pages of Tender Schedule signed by the tenderer	
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Place :

Date :

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**SECTION – VII****PRICE BID (BILL OF QUANTITIES)****(TO BE SUBMITTED IN SEPARATE SEALED COVER)**

(Quoted rates shall be inclusive of all charges except Toll Charge &amp; G. S. T.)

**I. LOCAL DUTY (AC VEHICLES) 2017 make or later models of having all inbuilt facilities)**

I. REGULAR OFFICE VEHICLE: AC diesel driven vehicle – Swift desire or similar modal like Zest, Xcent , City, Breeza etc.					
Sl. No.	Description of work	Unit	Estimated qty for One-year	TO BE QUOTED	
				Rate	Amount for 1 year
				A	B
a)	Per day of 12 hrs with a run of 120 Kms per day all inclusive.	Per day of 12 hours	365 Days	Rate per day	
b)	Rate for extra km beyond 120 Kms in a day.	Per Km	00 Km	Rate per Km	
c)	Rate for extra hour beyond 12 hrs usage in a day.	Per Hour	00 Hours	Rate per hour	
<b>TOTAL = a + b + c</b>					

**II. OUT STATION DUTY: (AC VEHICLES)**

III. OUTSTATION TRIPS: AC diesel driven car for outstation duty viz. Kolkata, Kharagpur, Mecheda, Kukrahati, Paradip, Durgapore etc., including one night halt charges for Swift desire or similar modal like Zest, Xcent , City, Breeza etc)					
Sl. No.	Description of work	Unit	Estimated qty. for One-year	TO BE QUOTED	
				Rate	Amount for 1 year
				A	B
a)	Rate per Km for outstation trips.	Per Km	48000 Km	Rate per Km	
b)	Rate per night halt.	Per night halt	24 Night Halts	Rate per night halt	
<b>TOTAL = a + b</b>					

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**II. OUT STATION DUTY: (AC VEHICLES) for Higher official**

Sl.	Type of vehicle	Unit	Estimated qty. for One-year	TO BE QUOTED	
				Rate	Amount for 1 year
				A	B
1	CITY	Km.	0		
2	BULERO	Km.	0		
3	INNOVA	Km.	1500 km.		

Place :

Date :

**NOTE:**

- a) Half an hour or more will be calculated as one hour and less than half an Hour should be ignored.
- b) Payment will be made at actual basing on the HRS or KMS, utilized, by DCI.
- c) No. of vehicles required, may be varying, basing on the actual requirement and vehicles will be engaged only when required by DCI.
- d) For Sl. No. 1 (Regular office vehicle) the rate for extra Km & extra hour shall be operated / paid as per the schedule when the actual total Kms. and total hours per month exceeds 3600 Km & 360 hours respectively or prorate thereof. The payment will be made for actual hired days and the Kms. & hours will be considered on prorate basis proportional to the number of hired days (actual).
- e) The quantities (Kms. & hours) indicated above are only an estimate and may vary during execution of work.

Place :

Date :

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**Annexure – I**

Covering Letter and Undertaking as to compliance of conditions and no counter conditions – Cl.No.24 of General & Special Conditions of Contract

Dated \_\_\_\_\_

To  
M/s. Dredging Corporation of India Ltd.,  
**BLOCK – “F” HDC., P.O. – CHIRANJIBPUR,**  
Haldia ,721 604

Sir,

Sub: Tender for Supply of Diesel driven Taxies as and when required basis to DCI – Reg.

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 tender documents viz., Notice Inviting Tender (Section – I), Tender (Section-II), Scope of Work (Section-III), General & Special Conditions (Section-IV), Technical Specifications (Section-V), Technical Bid (Section-VI), Bill of Quantities (Section-VII) and agree to be abide unconditionally the terms and conditions stated therein.

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and conditions and other provisions contained in the tender documents, viz., Notice Inviting Tender (Section – I), Tender (Section-II), Scope of Work (Section-III), General & Special Conditions (Section-IV), Technical Specifications (Section-V), Technical Bid (Section-VI), Bill of Quantities (Section-VII) 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, I/We agree to set off the extra cost if any, for carrying out the work at my/our risk and cost against the Security Deposit available with the Dredging Corporation of India Limited, or its successors and to pay the DCI or its successors on demand as debt due any amount required to meet the extra cost of carrying out the work over and above Security Deposit furnished by me/us.
3. I/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. I/ 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.

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5. We are enclosing herewith the EMD for Rs 34,500/- (Rupees thirty four thousand and five hundred only) ₹ proof of payment / Bank Guarantee No..... dated ..... given by ..... Bank.

Place :

Date :

**Annexure – 2****DECLARATION ABOUT RELATIVES**

Dated \_\_\_\_\_

To

M/s. Dredging Corporation of India Ltd.,

**BLOCK – “F” HDC., P.O. – CHIRANJIBPUR,**

Haldia,721 604

Sir,

Sub: Tender for Supply of Diesel driven Taxies as and when required basis to  
DCI – Reg.

We hereby certify that, we are not related to any person employed in Dredging Corporation of India Limited.

Or

\We hereby certify that, the following are the persons who are employed in Dredging Corporation of India Limited and are related to me

Sl.No.	Name of the employee in DCI and designation	Nature of relationship

(Strike out /fill-in as applicable)

Thanking you,

Yours faithfully,

Place :

Date :

SIGNATURE OF TENDEROR WITH SEAL

**Annexure – 3****UNDERTAKING ABOUT ILLEGAL GRATIFICATION AND DECLARATION ABOUT PAYMENT MADE OR PROPOSED TO BE MADE TO ANY INTERMEDIARIES**

With reference to your subject tender no. DCI/HAL/OPS/11A.3/CAR/2018-19 DT. . 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.

Place :

Date :

SIGNATURE OF TENDEROR WITH SEAL

**Annexure -4**

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT  
(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER WORTH OF RS.100/-)

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

To,  
The Dredging Corporation of India Ltd,  
**BLOCK – “F” HDC., P.O. – CHIRANJIBPUR,**  
Haldia – 721 604

WHEREAS \_\_\_\_\_  
(Indicate Name & Full Address of the Tenderer)  
(Hereinafter called the “Tenderer”) has submitted its tender dated \_\_\_\_\_ for the

Execution of (Name of Work) in favour of DREDGING CORPORATION OF INDIA LIMITED, **BLOCK – “F” HDC., P.O. – CHIRANJIBPUR, Haldia – 721 604** (herein after called the “CORPORATION”). KNOW ALL MEN by these presents that we, (Bankers full address) (herein after called “Bank”) are bound unto the Corporation for the sum of Rs. \_\_\_\_\_ (Rupees only) for which payment will and truly to be made to the said Corporation, the Bank binds itself its successors and assigns by these present.

THE CONDITIONS of this obligation are: If the Tenderer withdraws his Tender

- a) During the period of validity of the Tender specified in the Tender (or)
- b) After having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
- c) fails or refuses to execute the Agreement, if required, or do not commence the work as per the Letter of Intent or Work Order.

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

Notwithstanding anything herein contained our liability under this guarantee is limited to

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

and will remain in force up to 45 days beyond the bid validity period and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated:  
SIGNATURE OF THE BANK WITH SEAL

SIGNATURE OF TENDEROR WITH SEAL



**Annexure 5****FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at CORE – 2, 1st Floor, 'SCOPE MINAR' Plot No.2A & 2B, Laxminagar District Centre, Delhi – 110 091 (herein after called the "DCI") having agreed to exempt M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the said "Tenderer") from payment, under the terms and conditions of Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ made between the DCI and the Tenderer for \_\_\_\_\_ (hereinafter called the said "Tender"), of Performance Security 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 \_\_\_\_\_ (only).

We, \_\_\_\_\_ (indicate the name of Bank) (hereinafter referred to as the "Bank") at the request of M/s. \_\_\_\_\_, the said Tenderer, do undertake to pay to the DCI an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach whatsoever and of any kind by the said Tenderer of any of the terms or conditions contained in the said Tender.

2. We, \_\_\_\_\_ (indicate the name of Bank) do hereby unconditionally and irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely, on a demand and with out reference to the tenderer from 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 of any breach whatsoever and of any kind by the said Tenderer of any of the terms or conditions contained in the said Tender or by reason of the said Tenderer's failure or inability to perform the said Tender or any obligation / duty there under. Any such demand made on the Bank shall be conclusive both as regards the amount due and payable by the Bank under this guarantee and circumstances warranting, requiring or justifying the invocation. The Bank hereby confirms that this Bank guarantee constitutes a separate and independent obligation of the Bank and that it is in no way affected by any dispute what so ever that may arise between DCI and the Contractor or any financial difficulties of the contractor or even its possible liquidation. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We, \_\_\_\_\_ (indicate the name of Bank) do hereby unconditionally and irrevocably 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 a valid discharge of our liability for payment there under and the said Tenderer shall not have 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 Tenderer 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 Tenderer and accordingly discharges this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of Bank) further agree with the DCI 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 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 \_\_\_\_\_ said \_\_\_\_\_ Tenderer.

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

8. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted upto a sum of \_\_\_\_\_ ( \_\_\_\_\_

only) and shall expire on \_\_\_\_\_ unless a demand or claim under this guarantee is received by us in writing on or before \_\_\_\_\_, all your rights under this guarantee shall be forfeited and we shall stand relieved and discharged from all our liabilities there under. This instrument should be returned to us upon its expiry or settlement of claim(s), if any, there under, whichever is

earlier.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2019

for \_\_\_\_\_

(Indicate the name of the Bank)

## DREDGING CORPORATION OF INDIA LIMITED

### FORM FOR VENDOR CODE CREATION/CHANGES IN ERP

#### 1.0 VENDOR DETAILS:

<b>Name of the Vendor</b>		<b>* Vendor Code</b>	
<b>Address (including PIN code)</b>			
<b>Mobile Number</b>		<b>Email ID</b>	

#### 2.0 Taxation and Other Registration Details : (Supporting copies needs to be attached)

<b>PAN No.</b>		<b>GSTIN</b>	
<b>Type of Vendor</b>	Registered / Unregistered / Composite Dealer (Tick whichever is applicable)		

**Note: In case vendor does not provide PAN, TDS @ 20% will be deducted**

#### 3.0 Bank Details : (Copy of cancelled Cheque needs to be attached)

<b>Bank Name, Branch &amp; City</b>			
<b>Bank Account Number</b>		<b>IFSC Code</b>	

#### 4.0 PURPOSE FOR WHICH VENDOR CODE IS REQUIRED TO BE CREATED/MODIFIED IN ERP

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<b>Recommended by (Person requesting for creating/modification of the Vendor Code)</b>	<b>Approved by(Concerned Section HOD)</b>	<b>Remarks if any</b>
<b>Name :</b>		
<b>Signature :</b>		
<b>Date</b>		

SIGNATURE OF TENDEROR WITH SEAL

<b>Created by (in ERP)(Respective Finance Sec)</b>	<b>Approved by(JGM - IT)</b>	<b>Approved by (in ERP) (Manager / DGM / JGM - F)</b>
<b>Name :</b>		
<b>Signature :</b>		
<b>Date</b>		

\* To be filled by Respective Finance Sections

FORM CREATED ON  
30/05/2018

All the details must be filled

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SIGNATURE OF TENDEROR WITH SEAL