



**DREDGING CORPORATION OF INDIA LIMITED**  
OLD TRADE CENTER, SUIT NO. 5 & 6  
NEAR HANUMAN TEMPLE, PARADIP PORT  
DIST. JAGATSINGHPUR-754142  
TEL.NO. 06722-221161

Ref No: DCI/RO-Paradip/New Office/2020

Date: 30-12-2020

**CORRIGENDUM-2**

Name of Work: Refurbishment of DCI's New Office Premises in Paradip Bhavan at Paradip by providing required Aluminium Partitions, False ceiling, Flooring, Painting, Electrical works, Lighting, LAN wiring, repairs to toilets etc

Ref No: DCI/RO-Paradip/New Office/2020 DATED: 18/12/2020

This is for information of all the bidders that following amendments/Corrigendum are made on the Tender documents on the above subject work. The last date of submission of Tenders and Opening of Tenders may please be read as follows ;

- 1) Last date of submission of Tenders : up to 1500 Hrs on 02-01-2021
- 2) Opening of Tenders : at 1530 Hrs on 04-01-2020

Other terms and conditions remain unchanged.

Project Manager  
  
Project Office, Paradip



**DREDGING CORPORATION OF INDIA LIMITED**

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NEAR HANUMAN TEMPLE, PARADIP PORT  
DIST. JAGATSINGHPUR-754142  
TEL.NO. 06722-221161

Ref No: DCI/RO-Paradip/New Office/2020

Date: 30-12-2020

**CORRIGENDUM-1**

Name of Work: Refurbishment of DCI's New Office Premises in Paradip Bhavan at Paradip by providing required Aluminium Partitions, False ceiling, Flooring, Painting, Electrical works, Lighting, LAN wiring, repairs to toilets etc


Ref No: DCI/RO-Paradip/New Office/2020 DATED: 18/12/2020

This is for information of all the bidders that following amendments/Corrigendum are made in BOQ / Price Schedule on the above subject work. This is in addition to the existing specifications.

SI No	Item Description
101.02	The size of the door is 6'6"x 3'0"
102.02	Vinyl floor mat make- premier poly film/ wonder floor/or equivalent
104.01	Dismantling Area of Toilet -250 s.ft
105.01	Dimensions of existing workstations -5'x 5' each
105.02	The dimensions of table top- 1500 x 1500 x 600 mm each
201.01	No. of fixed units (No. of racks) -2 units No. of bays -2 bay Length of the mobile storage compactor -3500 mm Mechanical -Run on pulley Layout drawing - Enclosed duly showing the location of the compactor to be fixed
201.04	Size of the back storage unit - 100sft length and breadth will vary as per site conditions
201.11	Height of the book shelf - 174.20 cm

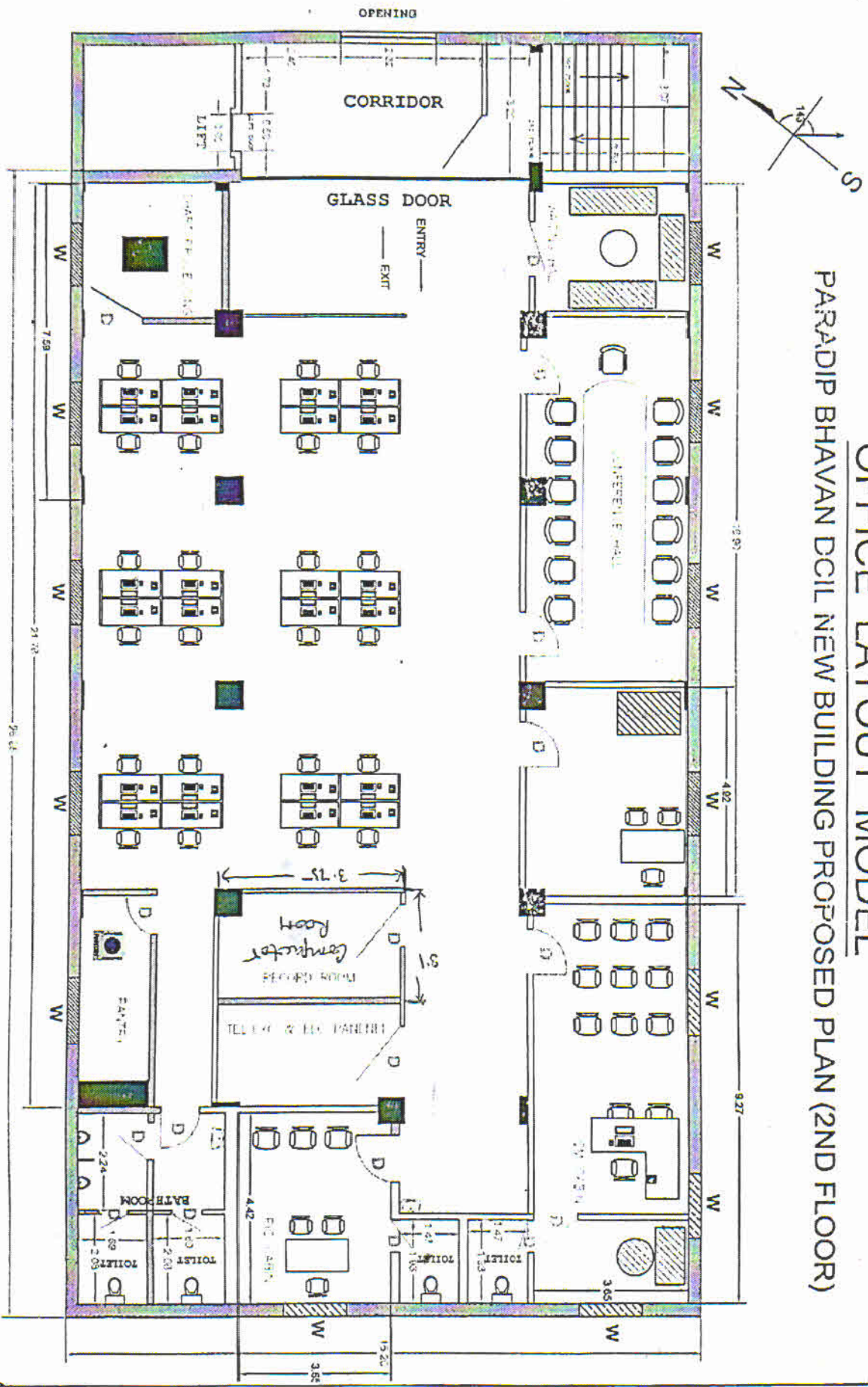
Prospective bidders may visit the site before submitting their tender in order to familiar with the site conditions, nature of work etc.

Other terms and conditions remain unchanged.

Project Manager  
  
Project Office, Paradip

# OFFICE LAYOUT MODEL

## PARADIP BHAVAN DCIL NEW BUILDING PROPOSED PLAN (2ND FLOOR)



PLAN VIEW

NOTE : ALL DIMENSION ARE IN METER.  
SCALE : 1 : 1

*R.M.P.*

*C-200-2*

# **DREDGING CORPORATION OF INDIA LIMITED**

**Old Trade Centre, Suit No: 5& 6, Near,  
Hanuman Temple, Paradip-754142.**

## **NOTICE INVITING e-Tender (NIT)**

**NAME OF WORK:** Refurbishment of DCI's New Office Premises in Paradip Bhavan at Paradip by providing required Aluminium Partitions, False ceiling, Flooring, Painting, Electrical works, Lighting, LAN wiring, repairs to toilets etc.



(TENDER NO. DCI/RO-Paradip/New Office/2020 DATED: 18/12/2020)

**Project Manager**

**DCI Ltd, Old Trade Centre, Suit No: 5& 6,  
Near, Hanuman Temple, Paradip-754142.**

## INFORMATION AND INSTRUCTIONS FOR TENDERERS FOR e-TENDERING

DREDGING CORPORATION OF INDIA LIMITED INVITES ONLINE E TENDERS IN TWO BID SYSTEM I.E. TECHNICAL BID AND PRICE BID FROM THE REPUTED FIRMS IN THE FIELD OF CIVIL, ELECTRICAL AND SANITARY WORKS.

1	TENDER NO	DCI/RO-Paradip/NewOffice/2020 DATED: <u>18/12/2020</u>
2	NAME OF WORK & LOCATION	Refurbishment of DCI's New Office Premises in Paradip Bhavan at Paradip by providing required Aluminium Partitions, False ceiling, Flooring, Painting, Electrical works, Lighting, LAN wiring, repairs to toilets etc.
3	COST OF TENDER DOCUMENTS	Rs.1,180.00
4	EARNEST MONEY DEPOSIT	Rs. 31,142.00
5	PERFORMANCE SECURITY	5% on the value of the work. The same shall be submitted within 07 days after awarding the work.
6	PERIOD OF COMPLETION	45 days from the date of receipt of work order.
7	LAST DATE & TIME OF SUBMISSION OF BID & EMD.	<u>Up to 1300 hrs. on 31.12.2020</u>
8	DATE & TIME OF OPENING TECHNICAL BID	<u>At 1530hrs. on 01.01.2021.</u>

1. Tender shall be submitted online only at CPP website <https://www.eprocure.gov.in>  
Downloaded tenders (offline) shall not be accepted. Tenders are advised to follow the instructions provided in the "Instructions to the tenderer for the e-submission of the bids online through the Central Public Procurement portal for e-procurement at <https://www.eprocure.gov.in>.  
Aspiring Bidders/Suppliers who have not enrolled /registered before participating may be enrolled through the website <https://www.eprocure.gov.in>. The portal enrolment is free of cost.
2. Tenderer can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://www.eprocure.gov.in>.
3. Tenders and supporting documents should be uploaded through e-procurement portal. Hard copy of the tender documents will not be accepted.
4. All documents as per tender requirement should be uploaded online and further no documents will be accepted offline. Bidder not submitting any of the required documents online will summarily be rejected.
5. The Bid is to be submitted concurrently duly digitally signed in the website <https://www.eprocure.gov.in>.
6. The details of the EMD & Tender Document cost should be filled ONLINE.
  - a) EMD: The Tender must be submitted along with Earnest Money Deposit (EMD) for Rs.31,142/- (REFUNDABLE) by depositing the said amount into Dredging Corporation of India Limited,  
Current Account No: 35833070000014, IFSCCODE: SYNB0003583, SWIFT CODE: SYNBINBB032,  
BANK NAME: Syndicate Bank  
BRANCH NAME: DCI LTD, Port Area Branch, Visakhapatnam- 5300001.
  - b) TENDER DOCUMENT COST: The Tender must be submitted along with Tender document cost for Rs.1180.00 (Rupees One Thousand One Hundred and Eighty Rupees only) by depositing the said amount into Dredging Corporation of India Limited,  
Current Account No: 35833070000014, IFSC/RTGSCODE: SYNB0003583, SWIFT CODE: SYNBINBB032  
BANK NAME: Syndicate Bank  
Branch Name: DCI LTD, Port Area Branch, Visakhapatnam-5300001.

- c) EMD is exempted for MSME vendors. MSME certificate to be upload.
7. All the bidders should submit the information in objective manner and uploaded documents should be verified to know whether correct document is uploaded or not. Scanned copy of the documents should be submitted online by the bidder while uploading the documents under Cover 1.

**List of Documents to be uploaded in e-tender within the last date of submission:**

1. Details of payment made online in DCI account towards cost of tender documents / EMD like UTR NO., Dated, etc or Bank Guarantee of any Scheduled Bank.
2. Certificates of work experience.
3. Certificate of Financial Turnover
4. Duly signed Proforma- I & II with regard to details of relatives working in DCI / illegal gratification, etc.
5. Copy of Certificate of registration for GST.
6. The contractor has to upload PAN card, Bank details for e payment, Firm's registration certificate, etc.
7. MSME Certificate, if applicable.
8. Affidavit as per Page 8 of this tender document.



## ELIGIBILITY CRITERIA

1. Should have satisfactory completed the similar works as mentioned below during last seven years ending last day of month previous to the one in which tenders are invited.
2. The firm should submit the copies of completion certificate issued by the offices of the client. The work completion certificate must clearly indicate the following (originals shall be produced for verification).
  - i) The date of completion of work.
  - ii) Nature and value of the work.
  - iii) That the work has been completed satisfactorily.
  - iv) Work order value.
3. Should have had average annual financial turnover of Rs. 9.34 Lakhs per year during the last three years ending 31<sup>st</sup> March 2020 (Scanned copy of Certificate from CA to be uploaded).
4. 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:
  - a) Three similar completed works costing not less than Rs.12.45 lakhs each.
  - OR
  - b) Two similar completed works costing not less than Rs. 15.57 lakhs each.
  - OR
  - c) One similar completed work costing not less than Rs. 24.91 lakhs.

Similar Works means construction / refurbishment of buildings.

5. The intending bidder must read the terms and conditions of the tender carefully before submitting. They should only submit their bid if they consider them-self eligible and are in possession of all the documents required.
6. Information and Instructions for bidders posted on website shall form part of bid document.
7. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.dredge-india.com](http://www.dredge-india.com).  
But the bid can only be submitted after deposition of EMD online in DCI account as per the details given below or Bank Guarantee of any Scheduled Bank towards EMD in favour of Dredging Corporation of India Limited, Visakhapatnam-22 as per the details enclosed in the annexure.

8. The intending bidder must have valid digital signature to submit the bid.
9. On opening date, the contractor can login and see the bid opening process.
10. Contractor can upload documents in the form of JPG format and PDF format.
11. **Certificate of Financial Turn over:** At the time of submission of bid, contractor may upload balance sheet and profit and loss account of last 3 years i.e. upto 31.03.2020.
12. Contractor must ensure to quote the basic rates and GST for each item in BOQ Excel Sheet. It is mandatory to quote rates for all the item, failing which the Tender will be summarily rejected.
13. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the prequalification bid shall be communicated to them at a later date.
14. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
15. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining licenses, etc. if required. The letter of award shall be issued to the lowest contractor only. No Running Account Bill shall be paid.

## **DREDGING CORPORATION OF INDIA LIMITED**

### **E- TENDER NO. DCI/RO-Paradip/New Office/2020 Date: 18/12/2020**

Dredging Corporation of India limited, Old Trade Centre, Suit No: 5 & 6 Near Hanuman Temple, Paradip-754142 invites online e-tenders in two bid system i.e. Technical Bid and Price Bid from the specialized firms in the field of Civil & Electrical and sanitary etc. for the following work:-

**NAME OF WORK:** Refurbishment of their New Office Premises in Paradip Bhavan Paradip by providing required Aluminum Partitions, False ceiling, Flooring, Painting, Electrical works, Lighting, LAN wiring, repairs to toilets, etc.

Intending bidders are eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified above

### **INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR E-TENDERING**

To become eligible to participate in the bid, the bidders shall have to furnish an affidavit as under:-

I/We undertake and confirm that eligible similar works (s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I / we shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Site-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.  
(Scanned copy to be uploaded at the time of submission of bid)

1. The time allowed for carrying out the work will be 45days (Forty Five Days) from the date of handing over of the site, indicated in the tender documents.
2. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be and local conditions and other factors having a bearing on the execution of the work.

3. Dredging Corporation of India Limited does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
4. Canvassing whether directly or indirectly, in connection with this bid is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
5. This notice inviting Tender and complete tender documents shall form a part of the contract document. The successful bidder/contractor must start the work within 07 days from the issuance of work order.
6. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto will form part of this tender.
7. DCI shall be at liberty to ask for hardcopies of documents if found necessary. The tenderer must submit the hardcopies at DCI Paradip within 03 days of receipt of request from DCI.
8. DCI reserves the right to cancel the work or part of work as mentioned in BOQ without assigning any reasons. The tenderer shall have no claim in this regard.
9. Clarifications if any may be sought from our office at Paradip [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in).
10. In the matter of interpretation of various rules, clauses, specifications, general / special conditions, the decision of the Project Manager, DCI, Paradip shall be final and binding on the Tenderer.
11. The tender shall remain open and valid for acceptance for a period of 90 days from the date of opening of two bid cover and on discretion of the DCI the validity shall be extended further.

## **SECTION I**

### **GENERAL AND COMMERCIAL CONDITIONS**

#### **1.0 GENERAL**

This specification covers manufacture, testing, installation/fixing, repairs, refurbishing, workmanship, delivery at site, all preparatory work and putting into operation of office premises.

**Location:** The proposed Provision of above works at Paradip Bhawan, 2<sup>nd</sup> Floor, Paradip-754142.

The tenderer should, in its own interest may visit the site and get familiarized with the site conditions before tendering. No Tools & Plants shall be issued by the Department and nothing extra shall be paid on account of this.

Type of Contract: The work to be awarded by this tender shall be treated as indivisible works contract.

#### **2.0 TERMS OF PAYMENTS**

Payment will be made only after satisfactory completion of the work and on acceptance by DCI and within 45 days on submission of invoice along with work completion report duly signed by the site in charge and other relevant documents etc.

#### **3.0 RATES**

No foreign exchange shall be made available by DCI for importing (purchase) of equipments, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract tax), octroi, entry tax, duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc at site i/c temporary constructional storage, risks, overhead charges, general liabilities/obligations and clearance from local authorities. GST shall be payable extra as per applicable rules.

#### **4.0 COMPLETENESS OF TENDER**

All sundry equipments, fittings, unit assemblies, accessories, hardware items, foundation, foundation bolts, painting, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

#### **5.0 CARE OF THE BUILDING**

Care shall be taken by the contractor while handling and installing the various equipment and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work and dispose the unserviceable material to the closest designated dumping ground.

## **6.0 COMPLETION PERIOD**

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of drawings etc., arrangement of materials & equipments, delivery at site including transportation, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Site-in-charge.

## **7.0 GUARANTEE**

All equipments shall be guaranteed for a period of 06 months, from the date of satisfactory completion of work, against unsatisfactory performance and/or break down due to defective design, workmanship or material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Site-in-Charge. In case it is felt by DCI that undue delay is being caused by the contractor in doing this, the same will be got done by other source at the risk and cost of the contractor. The decision of the Site-in-Charge in this regard shall be final & binding on the contractor. However, with regard to new items installed viz., Fan /AC / Furniture's / Electrical Items as required, the tenderer must submit the original warranty cards issued by the manufacturer.

The tenderer shall guarantee among other things, the following:

- (a) Quality, strength and performance of the materials used as per manufacturers standards.
- (b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- (c) Satisfactory operation during the maintenance period.

**8.0** The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturer's for all items of equipments regarding installation, adjustments, operation and maintenance including preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue etc. all in triplicate.

## **9.0 EXTENT OF WORK**

The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by DCI. The term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been specifically mentioned in bill of quantity in the tender document. However, major equipment not covered in the scope of the work and required subsequently as an additional feature, not covered in the contract specifications, shall be paid extra. The decision of the Site-in-charge in the matter shall be final and binding upon the contractor.

## **10.0 INSPECTION AND TESTING**

Copies of all manufacturers' routine and type test, certificates of the equipments shall be furnished to DCI.

## **11.0 INDEMNITY**

The successful tenderer shall at all times indemnify the DCI, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian law and regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

## **12.0 ERECTION TOOLS**

No tools and tackles either for unloading or for shifting the equipments for erection purposes would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.

## **13.0 COOPERATION WITH OTHER AGENCIES**

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of buildings, if any, and exchange freely all technical information so as to make the execution of this work/contract smooth. No remuneration should be claimed from DCI for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the tenderer himself.

**14.0** The work will be carried out with least disturbance during shifting & shut down taken in consultation with the client department.

## **15.0 INSURANCE AND STORAGE**

All consignments are to be duly insured up to the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

## **16.0 VERIFICATION OF CORRECTNESS OF EQUIPMENT AT DESTINATION**

The contractor shall have to produce all the relevant records to certify that the genuine equipments /items from the manufacturers has been supplied and erected.

## **17.0 TRAINING**

The scope of works includes the on job technical training of two or more persons of DCI at site. Nothing extra shall be payable on this account.

## **18.0 QUALITY ASSURANCE:**

All the materials to be used in the work shall be new and of good quality and shall be got approved from the Site-in-Charge before use at site. The equipment shall be not older more than 6 months from the date of receipt at site or year of manufacturing should be current. The equipment shall be procured directly from the manufacturer or authorized dealer and delivery Challan/invoice/ proof of dispatch of material of the Agency from where the material is purchased in support of genuineness of material shall be submitted along with bill for verification. Manufacturer test certificates of all the equipment and material shall be submitted along with supply.

**19.0 ARBITRATION:** Settlement of Disputes/ Arbitration clause:

a. In case of dispute between DCI and the contractor, the issue will be referred to Chief General Manager (CGM), dredging Corporation of India Ltd and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract up to all questions relating to the meaning of workmanship, or materials used on the work or any matter arising out or relating to the execute the same arising during the course of work. The above shall not be subject to arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of CGM.

b. Any dispute or difference arise between Owner/Charterer and DCI in connection with the contract or as to this 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 contract shall be referred to the arbitration by a sole Arbitration, as per the provisions of the Arbitration and Conciliation Act 1996 and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996.

c. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re- enactment thereof. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

**20.0** The tenderer will furnish a certificate that he is not related to any officer of Dredging Corporation of India Limited or any officer of the rank of asst. Secretary or above in the ministry of Shipping, Government of India. The tender should give a declaration along with their tender about the names of the relatives, who are employed in Dredging Corporation of India Limited. Pro-forma of declaration attached. (Proforma -I).

**21.0** The tenderer shall 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 Prevention of Corruption Act in connection with the Bid process (Pro-forma-II) The tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents) in connection with the bid (Pro-forma-II).



- 22.0** In case the tenderer fails to execute and complete the works within the stipulated period, liquidated damages @ 1% per week or part there of the total contract value will be charged for delay in the completion of work, subject to maximum of 10% of the contract value. Once the maximum is reached, the DCI may consider termination of the Contract.
- 23.0** The bidder should mention make, model Number, etc. for each equipment or item for which they have submitted their offer. The details should be submitted along with the technical Bid.
- 24.0** In the event of any breach of contract on the part of contractor, the corporation reserves the right to forfeit the entire performance security in favour of the corporation. Corporation also reserves the right to get the balance work executed by some other source at the risk and cost of the tenderer.
- 25.0** The earnest money deposit may be forfeited:
- (i) If a Tenderer:
    - (a) Withdraws its tender during the period of tender validity specified in the tender.
    - (b) Does not accept the correction of errors.
  - (ii) In the case of a successful tenderer, if the tenderer fails:
    - (a) To sign the work order.
    - (b) To furnish performance security.
    - (c) To commence the work as per the work order
- 26.0** The EMD will be returned to unsuccessful bidders within 30 days from the date of finalization of tenders. The EMD of successful bidders will be adjusted against the performance security and will be returned along with payment for the job subject to successful completion of the job. Tenders submitted without the EMD & cost of tender documents shall be summarily rejected.  
No interest shall be paid on E.M.D / Performance Security.  
The transaction slip for submission of EMD should be emailed to [treasury@dcil.co.in](mailto:treasury@dcil.co.in) and [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in) clearly indicating the tender reference and date.
- 27.0** Performance security to be deposited within Seven (07) days after receipt of notification of award of the Contract by the Bidder a sum equal to 5% of the of the contract value towards Performance Security to the DCI through NEFT/RTGS OR by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa enclosed.
- Performance security deposit will not carry any interest. The performance security will be discharged by DCI and returned to the tenderer not later than 60 days following the date of completion of the tenderers performance obligations including any warranty obligations.
- 28.0** 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, it's 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.

- 29.0 DCI is certified for ISO 9001: 2015 (Quality Management system), ISO 14001: 2015 (Environment Monitoring system). International Safety Management System and ISPS code. The Tenderer should comply the applicable requirements pertaining to the above standards while executing works.
- 30.0 The successful Tenderer shall carry out Covid-19 test at their own cost for all the personnel attending the job as per Government / Port regulations and wear PPE.
- 31.0 In case of corrigendum/addendum regarding the subject tender work, same will be published in [www.dredge-india.com](http://www.dredge-india.com) and <https://eprocure.gov.in> till one day before last date of submission. Tenderers are requested to see the website accordingly.

## FORM OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT.

(To be executed on Rs. 100/- Non-judicial stamp paper)

In consideration of dredging Corporation of India Limited, a Company incorporated under the company Act 1956 and having its Head Office DREDGING CORPORATION OF INDIA LIMITED, Dredge House, H.B Colony Main Road , Seethammadhara, Visakhapatnam-22 (herein after called the DCI having agreed to exempt. M/s. ----- (indicate name & full address of the tenderer ) (hereinafter called the said "Tenderer") From payment under the terms and conditions of the tender dated.-----No.-----made between the DCI. And the tender for -----(here in after called the said "tender") of earnest money deposit in cash for the due fulfilment by the said tenderer of the terms and conditions contained in the said tender on production of a bank Guarantee for Rs.----- (Rupees.-----Only).

1. We ----- (indicate the name of bank) (here in after referred as the bank) at the request of M/s.----- the said tenderer do here by undertaking to pay to the DCI an amount not exceeding Rs.----- against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said tenderer of any of the terms of conditions contained the said tender.

2. We ----- do here by undertaking to pay the amounts due and (indicate the name of Bank)----- Payable under this guarantee without any demur, merely on a demand from the DCI stating that the amount claimed is due by way of loss or damage caused to or damage caused to or said tenderer of any of the terms or conditions contained in the said tender. Any such demand made on the bank shall be conclusive as regards the mounts due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs,

3. We undertaking 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 course or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be valid discharged of our liability for payment there under mind the said tenderer shall have no claim against us for making such payment.

4. We----- (indicate the name of bank) Further agree that the guarantee here in contained, 1 all remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the performance of the OCI under off by virtue of the said tender have been fully paid and its claim satisfied or discharged for till the DCI certifies that the terms and conditions of the said tender have been fully and properly carried out by tile said tender and accordingly discharged this guarantee. Unless a demand of claim under this guarantee is made on l/s in written on or before -----, we shall be discharged from nil liability under this guarantee thereafter.

5. We -----( indicate the further agree that the DCI shall have the fullest liberty without our consent and with our affecting in any manner our obligations here under to vary any of the terms and conditions of the said tender or to extend time to time any of the terms and conditions relating to the said tender by the DCI against to the said tenderer and to forbear or enforce any of the terms and reason of any such variation or extension being granted to the said tenderer of for any forbearance, act or omission on the pan 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 ( or this provision, have effect of so relieving us.

6. This guarantee will not be discharged to the change in the condition of the bank or the tenderer.

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

Date the ----- day of ----- 2009  
For ----- (indicate the name of bank)

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER WORTH OF. Rs 100/.)**

To,  
**M/s. Dredging Corporation of India Ltd.,  
Dredge House, HB Colony Main Road,  
Visakhapatnam- 530022.**

Whereas -----(indicate name & full address of the tenderer) (here in after called the "tenderer ") has submitted its tender dated ----- for the Execution of ( Name of work) In favour of DREDGING CORPORATION IF INDIA LIMITED, Dredge House, H.B Colony Main Road , Seethammadhara, Visakhapatnam-22 (here in after called the "corporation").

Know all men by these present that we,  
(Bankers full address)(here after called "bank") are bound unto the corporation for the sum of Rs. xxxxxxxx(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:

The earnest money deposit may be forfeited:

- (i) If a Tenderer:
  - (a)Withdraws its tender during the period of tender validity specified in the tender.
  - (b) Does not accept the correction of errors.
  
- (ii) In the case of a successful tenderer, if the tenderer fails:
  - (a)To sign the work order.
  - (b)To furnish performance security.
  - (c)To commence the work as per the 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 mat in their demand the Corporation will note that the amount claimed is due 10 him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

Notwithstanding anything here in contained our liability under this guarantee is limited to Rs.------(Rupees -----only) and will remain in force up to 90 days from the date of opening of tender and any demand in respect thereof must reach the bank not later than me 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 here under.

**PROFORMA- I**

Date: \_\_\_\_\_

To  
M/s. Dredging Corporation of India Ltd.,  
Old Trade Centre, Suit No: 5& 6,  
Near, Hanuman Temple,  
Paradip-754142.

Sir,  
Sub: Refurbishment of DCI's New Office Premises in Paradip Bhavan  
at Paradip –Reg.

\*\*\*

With reference to your tender No. DCI/RO-Paradip/New Office/2020 Dated: 18/12/2020. and as per Cl. No. 20.0 of General & Commercial Conditions of the contract, we here by certify that we are not related to ay officer of Dredging Corporation of India Ltd., or any officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.,

Thanking you,

Yours faithfully,

Signature of the Tenderer

**PROFORMA-II**

Date: \_\_\_\_\_

To  
M/s. Dredging Corporation of India Ltd.,  
Old Trade Centre, Suit No: 5& 6,  
Near, Hanuman Temple,  
Paradip -754142.

Dear Sirs,

Sub: Refurbishment of DCI's New Office Premises in Paradip Bhavan  
at Paradip -Reg.

\*\*\*\*

With reference to your tender No. DCI/RO-Paradip/New Office/2020 Dated: 18/12/2020. And as per clause No 21.0 of General & Commercial Conditions of the contract, we here by certify that we have not made any payment of 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.

Thanking you,

Yours faithfully,

Signature of the Tenderer