

## **CORRGENDUM-2**

NIT Ref. No. DCI/OPS/PDP/POCLIN/2020 Dated 26.09.2020.

**Addition of Clause:** In General Terms and Conditions

**Clause No.45:** Bids must be received by DCIL at the address specified under Invitation of Bids (ITB) no later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for DCIL, the bids will be received up to the appointed time on the next working day.

No change in other Text

## C O R R I G E N D U M - 1

NIT. Ref. No. DCI/OPS/PDP/POCLAIN/2020 DATED 26.09.2020

1. As per the tender Bill of Quantities at page 20 of 30, it was stated as “

### BILL OF QUANTITIES

Name of the Work: Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites– Reg.

S. No	Description of Item	Unit	Estimated Qty.	Rate per Unit	Amount in Rupees
1	2	3	4	5	6
1	Poclain hired at Reclamation area, on commencement of dredging Operations.	Per Shift of 8 Hours	150		
2	Estimated no. of days towards Retention Charges	Per Day	30		
3	Estimated no. of Extra Hours above 08Hrs in a day (Sl.No.1 above)	Per Hours	300		
4	Proclaim towards Laying Assembling and fixing of MS Pipeline from Reclamation area to beach area	Per Shift of 8 Hours	20		
5	Proclaim towards Laying Assembling and fixing of SFPL Pipeline from Reclamation area to beach area	Per Shift of 8 Hours	20		
6	Proclaim towards Construction of Earthen Bund at Reclamation area	Per Shift of 8 Hours	40		
7	Estimated no. of Extra Hours above 08Hrs in a day (Sl.No.4,5 & 6 above)	Per Hours	160		

Note:

1. The grand total of all the SI. No. 1 to 7 will be considered for the purpose of evaluation of L-1.
2. The retention charges at SI.No.2 is payable for those days when the hired poclain EX 200 is not used at all in a day of 24Hrs.
3. The item at SI. No,3, extra hours will be payable if beyond 08Hours Shift of SI.No.1
4. The item at SI. No, 7, extra hourswillbe payable if beyond 08Hours Shift of SI.No.4 to 6)
5. The rates quoted by the contractor shall be inclusive of men and material, Lub oil, diesel gate passes, and other formalities of the Paradip Port, mob & de-mob, taxes, duties and leveisetc payable to the State / Centre Govt., excluding GST, GST register No. certificate has to be submitted to this office as an evidence of payment.
6. The quantities indicated above are only approximate.

"This may please be read as"

**BILL OF QUANTITIES**

Name of the Work: Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites– Reg.

S. No	Description of Item	Unit	Estimated Qty.	Rate per Unit in Rs.	Total Amount in Rupees & word
1	2	3	4	5	6=(4 x 5)
1	Poclain hired at Reclamation area, on commencement of dredging Operations.	Per Shift of 8 Hours	150 Shifts		
2	Estimated no. of days towards Retention Charges	Per Day	30 Days		
3	Estimated no. of Extra Hours above 08Hrs in a day (Sl.No.1 above)	Per Hours	300 Hours		
4	Poclain towards Laying Assembling and fixing of MS Pipeline from Reclamation area to beach area	Per Shift of 8 Hours	20 Shifts		
5	Poclain towards Laying Assembling and fixing of SFPL Pipeline from Reclamation area to beach area	Per Shift of 8 Hours	20 Shifts		
6	Poclain towards Construction of Earthen Bund at Reclamation area	Per Shift of 8 Hours	40 Shifts		
7	Estimated no. of Extra Hours above 08Hrs in a day (Sl.No.4,5 & 6 above)	Per Hours	160 Hours		

Note:

- I. The grand total of all the Sl. No. 1 to 7 will be considered for the purpose of evaluation of L-1.
  - II. The retention charges at Sl.No.2 is payable for those days when the hired poclain EX 200 is not used at all in a day of 24Hrs.
  - III. The item at Sl. No,3, extra hours will be payable if beyond 08Hours Shift of Sl.No.1
  - IV. The item at Sl. No, 7, extra hours will be payable if beyond 08Hours Shift of Sl.No.4 to 6.
  - V. The rates quoted by the contractor shall be inclusive of men and material, Lub oil, diesel gate passes, and other formalities of the Paradip Port, mob & de-mob, taxes, duties and levies etc payable to the State / Centre Govt., excluding GST, GST register No. certificate has to be submitted to this office as an evidence of payment.
  - VI. The quantities indicated above are only approximate.
2. Addition of clause:-These below mentioned clause is incorporated In the Special conditions of the tender.

Clause Sl. No. 30: No press notification for any amendment will be issued. However, prospective bidders have to visit the websites [www.dredge-india.com](http://www.dredge-india.com), <http://eprocure.gov.in> before the date of submission for any corrigendum/addendum.

Clause SI. No. 31: In the following cases, the parties may be exempted from submission of EMD- (As per recent notifications by GOI).

- A. SSI Units registered with NSIC for the tendered items, subject to production of documentary proof, as to the registered value;
- B. All Public Sector Undertakings, except in the case of tenders for Capital Purchases / Works;
- C. Firms / Parties registered with DCI for the tendered items / works, up to a tender value of Rs. 5 lakhs.

No change in other Text



DREDGING CORPORATION OF INDIA LIMITED  
PROJECT OFFICE: PARADIP,

Tender No. DCI/OPS/PDP/Poclain/2020

Date: 26.09.2020

NAME OF WORK: Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites.

TENDER ISSUED TO:

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Manager

SIGNATURE OF THE TENDERER WITH SEAL



DREDGING CORPORATION OF INDIA LIMITED  
PROJECT OFFICE : PARADIP,

Tender No. DCI/OPS/PDP/Poclain/2020

Date: 26.09.2020

NAME OF WORK: Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites.

TECHNICAL BID

VOLUME – I

SIGNATURE OF THE TENDERER WITH SEAL



DREDGING CORPORATION OF INDIA LIMITED  
PROJECT OFFICE: PARADIP,

Tender No. DCI/OPS/PDP/Poclain/2020

Date: 26.09.2020

NOTICE INVITING TENDERS

Sealed tenders are invited by the Project Manager on behalf of Dredging Corporation of India Ltd., Paradip from competent and experienced contractors for following.

(1)	NAME OF THE WORK	:	Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites.
(2)	PERIOD OF CONTRACT	:	Six months (180 days) and extendable for another Six months(180 days) at the same rates, terms and conditions at the discretion of DCI
(3)	ESTIMATED COST	:	Rs 44,90,000/- Excluding GST
(4)	COST OF TENDER	:	Rs 1180/- (Rupees one thousand, one hundred and eighty only) to be remitted only through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender.  The details of DCI Current Account at syndicate Bank is as follows:- DCI Current Account No:- 35833070000014 Branch Name:- DCI Ltd Port Area Branch, Visakhapatnam IFSC/RTGS No:- SYN0003583 SWIFT Code No:- SYNBINBBO32 Account type: Current account GST No. 37AAACD6021B1ZB
(5)	EARNEST MONEY DEPOSIT	:	Rs. 44,900/- (Rupees Fourty Four Thousand Nine Hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender or in the form of Bank Guarantee as per format provided in the tender. The details of DCI Current Account at Syndicate Bank is as follows:- DCI Current Account No:- 35833070000014 Branch Name:- DCI Ltd Port Area Branch Visakhapatnam IFSC/RTGS No:- SYN0003583
(6)	ISSUE OF TENDER	:	From 26.09.2020 from 10:00Hrs to 02.10.2020 15:00Hrs
(7)	LAST DATE FOR RECEIPT OF TENDER	:	Up to 1500 Hrs on 02.10.2020.
(8)	DATE OF OPENING OF TENDER	:	At 1530 Hrs on 02.10.2020.

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Pre-Qualification Criteria

1. Experience of having successfully completed / works on hand of similar works during last seven years ending August'2020 should be any of the following.
  - i) Three similar completed works / works on hand works each costing not less than the amount of Rs 17.95 lakhs.  
or
  - ii) Two similar completed works / works on hand works each costing not less than the amount of Rs 22.44 lakhs.  
or
  - iii) One similar completed work/ works on hand works costing not less than the amount of Rs.35.91 lakhs.
2. Average Annual financial turn over during last 3 years ending 31 March 2019 should be at least Rs 13.46 Lakhs.

- Note: i) Completed works certificate / works on hand work order(s) to be submitted as a proof for similar works  
ii) Similar works means supply of Earth moving equipments such as Poclains, Bulldozzers, Paylaodres etc..

Interested eligible parties may download the tender document from the following websites: <https://eprocure.gov.in> and <http://www.dredge-india.com/tenders.html>  
The payment towards cost of tender and EMD shall be made through NEFT/RTGS in favour of M/s. Dredging Corporation of India Limited, Visakhapatnam. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Tenderers shall send mail to [treasury@dcil.co.in](mailto:treasury@dcil.co.in) for obtaining confirmation for the receipt of Tender documents fees and EMD by furnishing details of firm/party, bank and UTR number etc. DCI will acknowledge the receipt of the above after due verification. The receipt to be enclosed along with the Technical Bid (Cover-A). Tenderers may contact the following address for clarifications regarding, submission, receipt of tender etc. from 10:00 Hrs to 15:00 Hrs on all working days:

Project Manager,  
Dredging Corporation Of India Ltd.  
Project office, Room No.5 & 6, 1<sup>st</sup> floor,  
Old Trade Centre, Near Hanuman temple, Port Area, Paradip- 754142.  
Telephone No 06722-221161, 0891-2871344/240  
E – MAIL ID : [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in), [ksrao@dcil.co.in](mailto:ksrao@dcil.co.in), [manoj@dcil.co.in](mailto:manoj@dcil.co.in)

M/s. Dredging Corporation of India Ltd. reserves the right to:

1. Accept or reject any or all tenders without assigning any reason whatsoever.
2. Cancel the tender enquiry at any stage without assigning any reason.
3. Reject the tender received with counter conditions.
4. Award the work / split the work as per requirement of DCI

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AGREEMENT

Name of work: Supply, manning and operating of one number Poclair crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites

To,  
Project Manager,  
Dredging Corporation of India Ltd.  
Project office, Room No.5 & 6, 1<sup>st</sup> floor,  
Old Trade Centre, Near Hanuman temple, Port Area, Paradip- 754142.

I/We hereby tender for execution for Dredging Corporation of India Limited of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance, in all respects, with the specifications, designs and instructions in writing referred to in Rule-1 hereof and conditions of Contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

1. Name of work : Supply, manning and operating of one number Poclair crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites
2. Contract period : Six months (180 days) and extendable for another Six months(180 days) at the same rates, terms and conditions at the discretion of DCI. However, the contract can be extended or curtailed at the discretion of DCI.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the conditions contained in the said Contract for "Supply, manning and operating of one number Poclair crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites".

The Special conditions and specifications and General terms and conditions which have been read and understood by me/us, read and explained to me/ us so far as applicable. In default there of I/ We agree to set off the extra cost, if any, for carrying out the work at my/ our risk and cost, against the Earnest Money or Security Deposit available with the Dredging Corporation of India Limited, or its successors on demand as debt due and agree to pay any amount required to meet the extra cost of carrying out the work over and above Earnest Money furnished by me/us and/ or security deposit recovered from my/ our interim bills.

An amount of Rs. 44,900/- (Rupees Fourty Four Thousand Nine hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR \_\_\_\_\_ is enclosed towards Earnest Money Deposit for the work of Supply, manning and operating of one number Poclair crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites. The full value of which is to be absolutely forfeited

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to DCI Ltd. without prejudice to any other rights or remedies of the DCI Ltd., should I/We fail to commence the work or complete fully as specified in the above memorandum.

Note: - Strikeout either NEFT/RTGS part in above paragraph.

Signature of the Contractor  
(at the time of submission of  
with Seal.

Date \_\_\_\_\_  
Day of \_\_\_\_\_ tender)

Signature of the Witness

Witness :

To the Contractor's

Address :

Signature

Occupation :

The above Tender is here by accepted by me on behalf of D. C. I. Ltd., this \_\_\_\_\_ day  
of \_\_\_\_\_ .

For DREDGING CORPORATION OF INDIA LTD.

Project Manager

**SIGNATURE OF THE TENDERER WITH SEAL**

SCOPE OF WORK

Name of the work: Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites.

DESCRIPTION:

1. Dredging Corporation of India Ltd., (DCI) a Government of India Undertaking is having its Head Office, Seethammadhara, HB Colony, Visakhapatnam, Andhra Pradesh and having its Project Offices at different Ports. DCI is deploying its Cutter Suction Dredger/ Trailer suction dredgers for carrying out capital dredging at Paradip Port and other areas.
2. The dredged material will be pumped to the reclamation areas earmarked by the Paradip Port through floating and shore pipeline. For this purpose, it is required to clean discharge mouth, removing the dredged material from front side of discharge mouth for giving the way to material to flow, construction and maintenance of earthen bunds, one number Poclain crawler type EX 200 capacity or its equivalent is very much essential .

Hence, it is proposed to call tenders for "Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites" on monthly basis for a period of six (6) months initially and extendable by another six months. Additional proclain's with same capacity and same specifications is also required on as and when required basis towards laying, assembling of shore and floating pipeline and Construction of earthen bunds.

3. The rates are to be quoted in attached BOQ format. The hire charges should inclusive of men and material, mob and demobilization charges, Transportation charges, operator, Helper, Repairs, Maintenance and all necessary requirement of Lube Oil, Diesel etc. The rates offered in tender shall be covered with all above contingencies including gate passes for entry of men and material of the machinery, license, insurances and whatsoever related to works at Paradip Port.
4. The successful tenderer on receipt of work order should supply one Poclain with operator and one helper immediately at the specified place /site as per the instructions of Project In –Charge or his authorized representative.
5. The equipment should be available round the clock with operator and one helper at site though the poclain engaged period. The entrusted work has to be carried out as per instructions of for Project In-charge / Site- In- Charge / any authorized representative of DCIL without loss of time.
6. The quantity given in the schedule are only indicative and may increase or decrease, however payment will be made for the actual work done certified by the Site-in-charge on 'as and when required' basis only.
7. The poclain shall be available round the clock at the site during the engaged period.

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GENERAL TERMS AND CONDITIONS

1. The Tender in main sealed cover containing sealed cover -A and another sealed cover-B super scribed with "Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites." will be received on or before 15:00 hours on 02.10.2020 by Project Manager, Dredging Corporation of India Ltd , Room No.5&6,1<sup>st</sup> floor, Old trade Centre, Near Hanuman temple, Paradip –754142. Late tenders are liable to be rejected summarily.
2. The Tenders for the work will be based on two-cover system. The Financial Bid should contain the Tendered amount in Bill of quantity format of tender only and should be submitted in a separate seal Cover, super-scribed as "Cover–B (Financial Bid) for the work Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites". The financial bid shall not contain anything other than the single sheet of Bill of Quantities duly filled with the competitive rate.
3. The duly signed Tender documents and other connected documents put in another Cover, super-scribed as "Cover–B (Financial Bid) for the work Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites.".
4. The main cover and cover-A "Technical Bid" will be opened at 15:30 hours on 02.10.2020 at Dredging Corporation of India Ltd., Room No.5&6,1<sup>st</sup> floor, Old trade Centre, Near Hanuman temple, Paradip –754142. The Cover-B "Financial bid" of technically qualified bidders will be opened separately on a suitable date, which will be informed later.
5. The tenderer should study the tender documents carefully; understand the General Conditions of contract (GCC) and Special conditions of the contract (SCC) before submission of his tender. The party may get himself acquainted with the nature and scope of work and the local & site conditions before quoting the tender.
6. The tenderer shall sign on all pages of the tender documents before submitting his tender.
7. Tenders received without Earnest Money Deposit as specified or with lesser amount EMD and which do not fulfill all or any of the conditions stipulated in the Tender or are incomplete in any respect are liable to be rejected summarily
8. In the case of illiterate contractors, a witness should attest the rates tendered.
9. The tenderer required to quote item as given in the schedule enclosed.
10. Rates quoted by the tenderer in Item-Rate in figures and words shall be carefully filled in, so that there is no discrepancy in the rates written in figures and words. However, if any discrepancy is found, the rates written in words shall be taken as correct.
11. Special care shall be taken to write the rate in figures as well as in words, in such a way that no interpretation is possible. In case of figures, "Rs" should be written

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before the figures of rupees and "Paise" should be written at the end, viz. "Rs 2.15 paise". In case of words, "Rupees" should precede and the "paise" should be written at the end, viz. "Rupees two and fifteen paise only". If the rate is in whole rupees, it should be written in figures as "Rs.2.00 Paise" and in words as "Rupees two only".

12. Canvassing in connection with the tenders is strictly prohibited and the bid submitted by the tenderer, who resorts to canvassing, will be liable for rejection.
13. The tenderer shall furnish along with the tender, details of the previous experience to show that the tenderer can handle and execute the said job successfully within the stipulated period of contract.
14. The tenderer should submit the tender along with the following documents and details super scribing the name of work and date of opening duly addressed to "Project Manager Dredging Corporation of India Ltd. Room No. 5 & 6 , Old Trade Centre, Near Hanuman Temple, Paradip- 754142. (India).
  - I. EMD Rs. 44,900/- (Rupees Fourty Four Thousand Nine hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender. The details of DCI Current Account at Syndicate Bank is as given DCI Current Account No:- 35833070000014 Branch Name:- DCI Ltd Port Area Branch Visakhapatnam IFSC/RTGS No:- SYNB0003583.
  - II. Average annual financial turnover during the past three years ending 31<sup>st</sup> March'2019 should be not less than Rs. 17.80Lakhs
  - III. The tenderer must have Experience in similar type of works during last seven years ending August' 2020.
  - IV. Copy of permanent account number (PAN ) from concerned authority.
  - V. Copy of GST registration Number.
  - VI. Power of Attorney on stamp paper, in favor of the person authorized to sign the tender document if the tenderer is not owner of the party.
  - VII. Company's profile along with Balance Sheet & Profit & Loss statements (duly audited by a Chartered Accountant) for the last 3 years ending 31<sup>st</sup> March 2019. (Duly supported by ITR forms for assessing financial status)
  - VIII. Certificate that Contractor is not related to any DCI/ MOST or Declaration of relative(s) working in DCI (Annexure –I) hereunder.
    - IX. Tender Document duly signed on all the pages by tenderer.
    - X. PF Registration Number and valid Insurance certificate for the intended equipment.
    - XI. Undertaking letter we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid. (Annexure-II)
    - XII. Disclosure of any payments made or proposed to be made. (Annexure-II)
    - XIII. Details of Bank Account for Electronic Transfer of payments. (Annexure-III)
    - XIV. Information regarding any current litigation in which the tenderer is involved. ( Annexure – IV)
    - XV. Only Bill of Quantities duly filled with the competitive rates and nothing else in a separate sealed cover- 'B'
15. After accepting of his tender and issue of work order the contractor shall, at his own expenses, entered into and execute a contract agreement prepared by him in the form of Annexure format enclosed.

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16. The tenderer shall be deemed to have included in his tender all his cost for supplying the said equipment, material, labour including supervision, transportation from to working site and back including loading, un loading, watching, payment of fees, taxes and duties to the appropriate authorities as required for the said contract.
17. The contractor shall be solely responsible for all adequacy, and safety of all site operations and methods.
18. The contractor shall provide necessary and adequate supervision during execution of works and first aid facilities to be maintained at site.
19. The contractor at his cost protect support and take all necessary precautions in regard to the personnel or structure or services or properties belongs to DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the DCI against claim for injury, loss or damage caused by the contractor in connection with execution and maintenance of the work to the aforesaid properties, structures and services and / or to any person responsible including the contractor's workmen. Cost of insurance cover shall not be reimbursed by the DCI.
20. The contractor shall be deemed to have indemnified the DCI against all claims, demands, actions and proceedings and all costs arises there from on account of :
  - i. Payment of all royalties, rent toll charges, local taxes, other payments or compensation if any for getting all material and equipment required for the work.
21. The Contractor's quoted rates shall be deemed to have been inclusive of the following :
  - i. The contractor should make his own arrangement at his cost for a suitable place for repairs, maintenance and break down and any other purpose when the equipment is not engaged by DCI.
  - ii. The contractor has to follow all safety regulation during the contract period.
22. The work is to be carried out without causing any hindrance to the traffic.
23. If the contractor violates the secrecy requirement, the DCI has an option to cancel the contract.
24. The contractor should provide regarding information against any current litigation in which the tenderer is involved.
25. Canvassing in connection with the tenders is strictly prohibited and the tender submitted by the tenderers, who resort to canvassing will be liable to rejection.
26. The tenderer will have to give a certificate that he is not related to any officer of the Dredging Corporation of India Ltd., or any officer of the rank of Asst. Secy. or above in the Ministry of Shipping, Govt. of India. The tenderer should give declaration along with his tender about the names of the relatives, who are employed in Dredging Corporation of India. Annexure - I
27. No Engineer of Gazetted Rank or other Gazetted Officer/ employee in Engineering or

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Administration duties in an Engineering Dept. of the Govt. of India, is allowed to work as contractor for a period of 2 years of his retirement from Government service, without the previous permission of the Govt. of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the Govt. of India as aforesaid before submission of the tender or engagements in the contractor's service as the case may be.

28. The tenderer shall have to give a certificate that the contractor had 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 PC Act in connection the bid. The contractor shall have to give a certificate that the contractor shall disclose any payments made or proposed to be made to any intermediaries ( Agents etc) in connection with the bid.
29. The tenderer shall quote his rates in his offer at the enclosed BOQ.
30. Performance Security: Within Ten (10) days after receipt of notification of award of the Contract, the Bidder has to submit a sum equal to 5% 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 at Annexure V enclosed. Bank Guarantee shall be valid till completion of work including extended period, if any.
31. Security Deposit: In addition to above, 5% of amount shall be deducted from every running bill till total performance security deposit amounts to 10% of the agreed contract value .
32. In case the contract is further extended, sum equal to 5% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from DCI.
33. The performance security deposit will not carry any interest. The same will be returned after completion of work duly certified by Project in charge, Paradip. If Bank Guarantee is submitted against Performance Security, it should be valid till completion of work including extended period if any.
34. If any Tenderer backs out after opening of the Tender or after issue of work order or modify his Tender after opening, the EMD of such Tenderer will be forfeited in favour of the Corporation.
35. Bids, which are inconsistent with the nature of work in the opinion of DCI, will be rejected. The tender containing uncalled for remarks or any additional conditions are liable for summary rejection.
36. The tenderer shall furnish the particulars of the proposed Poclaim for hire in the data sheet enclosed with these tender documents without fail.
37. Tender notice, work order and other correspondence and agreement will form part of

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contract.

38. The rates tendered by contractor shall remain firm throughout the contract period and extended period of contract if any. No mob and demob charges will be paid for Poclairn> the quoted rate inclusive of all.
39. The Tenderer should keep open the validity of the Bid for 60 days from the date fixed for opening of Technical bids or from the date of actual date of opening, whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by email/ Fax by DCI is made before the expiry of the initial validity period of 60 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI. In case DCI asks for extension for validity of bid, the earnest money deposit provided shall also be suitably extended.
40. On post check of any bill, if it found sum be recoverable from the contractor the same shall be recovered from any sum due to the contractor against any bill of the contractor or from his security deposit and or from any other contract with corporation and/or demand.
41. Income tax from each work done bill will be deducted as per IT Act.
42. The tenderer shall submit copy of Original bill / Sale deed, insurance for the poclairn, driving license (Heavy equipment operator license if required), power of attorney if the tenderer is not owner of equipment etc shall be submitted along with the bid.
43. In case if requires, Contractor has to arrange one additional poclairn with the same agreed rates, terms and conditions.

44. Settlement of Disputes/ Arbitration clause

In case of dispute between DCI and the contractor, the issue will be referred to Chief General Manager of DCI and the decision of CGM shall be final , conclusive and binding on all the parties and the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of CGM.

Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto , other than those referred to in above or matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a soul arbitrator, as per the provisions of the arbitrations and conciliation act 1996 and the award of the soul arbitrator shall be final and binding upon the parties hereto , subject to the provisions of the arbitrations and conciliations act 1996.

The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or 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.

**SIGNATURE OF THE TENDERER WITH SEAL**



\* \* \*\*\*\*

SPECIAL CONDITIONS

1. The engagement of Proclain will be on monthly basis for a period of Six Months (180 Days) thereafter extendable by another six months at the same rates terms and conditions at the discretion of DCI.
2. Engagement of one additional poclain crawler type Ex 200 capacity on hire basis will be required on as and when required basis for laying shore pipeline & Self floating pipeline and construction of earthen bund etc. All these to be supplied as per the agreed rates, terms and conditions of contract.
3. The first and additional poclain will be engaged on monthly basis on shift basis as per BOQ. (Per shift is 8 Hrs).
4. Liquidated damages: The Liquidated Damage of 1% per week or pro-rata up to a maximum of 10% of the contract value shall be levied on the Contractor under the following conditions.
  - a. If the contractor fails to mobilize the Poclain EX200 within 5 days from the placement of Work Order.
  - b. If the contractor delays more than 2 days for recommencement of work after temporary suspension.
  - c. If the contractor fails to supply additional poclain EX200 within 2 days from the date of written notification from DCIL.
  - d. If the contractor fails to provide substitute equipment within 48hours (in case of existing machinery break down)
  - e. if the poclain services are not available due to non availability of diesel or operator /minor repairs etc,

However, if the liquidated damages reaches to maximum of 10% of contract value, taking into consideration at (4.a)(4.b)(4.c)(4.d)(4.e) Cumulative, DCI may consider termination of the Contract.
5. In case of break-down of the poclain, alternative equipment has to be provided within 48 hours by the supplier at no extra cost for mobilization and de-mobilization. If contractor fails to do so, alternative arrangement will be made by DCI at the risk and cost of the contractor, and the expenses incurred thereof will be deducted from the bills/ amount available at DCI.
6. The period of contract is valid for 6(six) months (180 days) initially thereafter extendable by another six months, it may increase or decrease at the discretion of DCI. The period of engagement can be curtailed by giving 3(three) days notice any time during the currency of the contract in which case the contractor will not have any extra claim. The contract can also be extended as per the requirement at the discretion of the corporation.
7. The rate quoted shall be inclusive of all running expenses such as wages/OT/beta/HSD, lubricants, spares, maintenance, repairs, stores, mobilization de-mobilization etc., and GST. DCI shall not entertain any additional claims such as mobilization, idle time hours, demobilization whatsoever may be other than the rate

SIGNATURE OF THE TENDERER WITH SEAL

quoted/agreed by DCI and shall be valid throughout the contract period including extended period of contract if any.

8. Rate quoted shall be inclusive of all taxes except GST, etc. whatsoever it may be, no additional claim shall be entertained by DCI. GST certificate has to be submitted as evidence to this office of payment made to Government, failing which GST of proof of payment made to the GST authorities.
9. The payment will be made by the project office, Paradip Project on submission of bill in duplicate on work done for the month along with work done certificate duly certified by site-in-charge. Labour element duly certified by the DCI representative that the payments to operator, helper etc paid by in DCI representative presence.
10. During the period of execution of work if any loss/damage such as Road, culvert etc and caused to the property of DCI/PDP and any other companies should be rectified by the tenderer and made good at his own cost and will be at risk and cost of the contractor.
11. Gate passes for the equipment, men and materials, diesel oil and Lubricants etc shall be arranged by the contractor and DCI will not be responsible for any delay or reason thereof.
12. In the event of any breach of contract on the part of the contract, the Corporation reserves the right to forfeit the entire security deposit including converted EMD amount. DCI also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer.
13. All rules and regulations governing the Dredging Corporation of India Limited will be applicable throughout the contract.
14. The hired Poclaim shall be engaged on 08 hours shift basis in a day of 24Hrs. For less than four(04) Hours working, the payment will be considered for half shift. And working more than four hrs, the payment will be considered for one full shift of 8Hrs.
15. Informatively, the retention charges is payable for those days when the hired poclaim EX 200 is not used at all in a day of 24Hrs as per BOQ at SI.No.3.
16. However, the payment towards Idle time /retaining charges in a month is restricted to maximum 15 days in the month. (For example, if 10 days working in the month remaining 05 days Idle/ retaining charges are payable) and (if 05 days working in the month remaining 10 days Idle/retaining charges are payable).
17. In case the working days are beyond 15 days in a month, No Idle/ retention charges are applicable.
18. The time of engagement will be considered only the time for reporting and releasing from the site.

**SIGNATURE OF THE TENDERER WITH SEAL**

19. All disputes arising out of or under this contract will be subject to the jurisdiction of court at VISAKHAPATNAM only.
20. Counter conditions if any stipulated by party, his tender will be summarily rejected.
21. Payment in the respect of work done shall be made within 45 days from the date of receipt of bill/invoice subject to the production of work done certificate duly certified by the site-in-charge in all respects and Labour element duly certified by the DCI representative that the payments to operator , helper etc paid by in his presence.
22. The Contractor should quote the rates both in figures as well as in words. In case of any discrepancy arises, the amount is written in words will be considered as final.
23. Dredging Corporation of India reserves the right to accept/reject or cancel this tender at any stage without assigning any reason whatsoever.
24. The Bill for Services rendered will be scrutinized by Project Manager, Paradip or his authorized representative and forward the same to DCIL Head office for releasing the payment through NEFT/RTGS as per practice in vogue. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor. The work done certificate shall be certified by DCI Representative or the person nominated by Project Manager Paradip. The payment will be made only for services provided as per quoted Rates. Payment will be released within 45 days of submission of an invoice/claim by the supplier complete in all respects.
25. A Site work order book is to be kept by the Tenderer at site with the supervisor. Any orders or instructions issued by the Project in-charge/ site-in-charge shall be entered in the book and shall be deemed to have been legally issued. The Tenderer should sign each entry in token of having seen the same. This work order book shall be deemed to be the property of Corporation and shall be returned to the Project In-charge in good condition after completion of the works.
26. The Tenderer is responsible for taking precautionary measures and safety for all the men working under him throughout the contract period. The corporation shall not be liable for any damage or compensation or whatsoever payable by law consequent of any accident or injury to any workman or other persons employed by the tenderer and the tenderer shall indemnify and keep DCI indemnifying against all such damages or compensation and against all claims, damages, proceedings, cost, charges and expenses or whatsoever in respect thereof or relating thereto responsibility arising due to any compensation etc lies entirely on the part of the Tenderer.
27. The Tenderer should pay the minimum wages, bonus, medical expenses, over time, holiday wages, if any, to the labourers engaged for this work and comply with the provisions of Minimum Wages Act. The rates quoted are deemed to have included all the above provisions and no extra claim or whatsoever will be admitted. The Tenderer shall ensure that regular and timely remittances are made by them during the contract period towards PF contribution to the appropriate authorities pertaining to all his workmen and produce the receipt obtained from PF authority to this effect to confirm the remittance.

**SIGNATURE OF THE TENDERER WITH SEAL**

28. In the event of early completion / temporary suspension/ closure of the project work/at the convenience of DCI, the contract shall be suspended temporarily by giving 2 days' notice to the Tenderer and 2 days' notice for resume the work.
29. The DCI at their convenience, without prejudice to any other remedy for breach of Contract, unforeseen reasons that work has to be stopped/ Dredger break down/ environmental issues/villagers interference /early completion of project etc a two days' notice will be issued to the Contractor for termination of contract.

\* \* \*

SIGNATURE OF THE TENDERER WITH SEAL

PARTICULARS OF POCLAIN CRAWLER TYPE EX 200 CAPACITY OR ITS EQUIVALENT  
FOR PROPOSED FOR HIRE TO BE FURNISHED BY THE TENDERER

(First Poclain)

1. Name & address of the owner :
2. Particulars of bill/ Sale deed :
3. Make :
4. Model no. and other details :
5. Year of manufacture of Engine :
6. Capacity :
7. Horse power of engine :
8. Other connected documents if any :
9. Sale deed :
10. Power of attorney (If the tenderer is not the  
Owner of the equipment) :

N.B.: - (Copy of all above documents to be enclosed along with tender)

**SIGNATURE OF THE TENDERER WITH SEAL**

PARTICULARS OF POCLAIN CRAWLER TYPE EX 200 CAPACITY OR ITS EQUIVALENT  
FOR PROPOSED FOR HIRE TO BE FURNISHED BY THE TENDERER

(Additional Poclain)

1. Name & address of the owner :
2. Particulars of bill/ Sale deed :
3. Make :
4. Model no. and other details :
5. Year of manufacture of Engine :
6. Capacity :
7. Horse power of engine :
8. Other connected documents if any :
9. Sale deed :
10. Power of attorney (If the tenderer is not the  
Owner of the equipment) :

N.B.:- (Copy of all above documents to be enclosed along with tender)

**SIGNATURE OF THE TENDERER WITH SEAL**

1. Bid Form

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

To:  
The Dredging Corporation of India Ltd,  
Paradip.

Gentlemen:

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of services] in conformity with the said bidding documents as may be ascertained in accordance with the Schedule of Prices submitted separately as a Price Bid and made part of this Bid.

We undertake, if our Bid is accepted, to provide the services in accordance with the schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a security deposit in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as specified in the bidding documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020\_\_\_\_\_.

\_\_\_\_\_  
[signature] [in the capacity of]  
Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**SIGNATURE OF THE TENDERER WITH SEAL**

BILL OF QUANTITIES

Name of the Work: Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites– Reg.

S. No	Description of Item	Unit	Estimated Qty.	Rate per Unit	Amount in Rupees
1	2	3	4	5	6
1	Poclain hired at Reclamation area, on commencement of dredging Operations.	Per Shift of 8 Hours	150		
2	Estimated no. of days towards Retention Charges	Per Day	30		
3	Estimated no. of Extra Hours above 08Hrs in a day (Sl.No.1 above)	Per Hours	300		
4	Proclaim towards Laying Assembling and fixing of MS Pipeline from Reclamation area to beach area	Per Shift of 8 Hours	20		
5	Proclaim towards Laying Assembling and fixing of SFPL Pipeline from Reclamation area to beach area	Per Shift of 8 Hours	20		
6	Proclaim towards Construction of Earthen Bund at Reclamation area	Per Shift of 8 Hours	40		
7	Estimated no. of Extra Hours above 08Hrs in a day (Sl.No.4,5 & 6 above)	Per Hours	160		

Note:

- The grand total of all the Sl. No. 1 to 7 will be considered for the purpose of evaluation of L-1.
- The retention charges at Sl.No.2 is payable for those days when the hired poclain EX 200 is not used at all in a day of 24Hrs.
- The item at Sl. No,3, extra hours will be payable if beyond 08Hours Shift of Sl.No.1
- The item at Sl. No, 7, extra hours will be payable if beyond 08Hours Shift of Sl.No.4 to 6)
- The rates quoted by the contractor shall be inclusive of men and material, Lub oil, diesel gate passes, and other formalities of the Paradip Port, mob & de-mob, taxes, duties and leveis etc payable to the State / Centre Govt., excluding GST, GST register No. certificate has to be submitted to this office as an evidence of payment.
- The quantities indicated above are only approximate.

\*\*\*

SIGNATURE OF THE TENDERER WITH SEAL



FORM OF CONTRACT AGREEMENT

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

WHERE AS THE " Employer" is desirous of -----  
-----  
-----and the Contractor has offered to -----  
-----

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

NOW THIS AGREEMENT WITNESS as follows:

1. That in this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
  
- 2 That the following documents shall be deemed to form and be read construed as part of this agreement viz.,
  - The Contract Agreement.
  - The Tender submitted by the Contractor
  - General terms and conditions of contract
  - Special conditions
  - Bill of quantities
  - Correspondence exchanged before the issue of work of order

**SIGNATURE OF THE TENDERER WITH SEAL**

- Work order

3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the contract in all respects.

4. That the employer hereby covenants to pay the contractor in consideration of such completion of the contract, the rate agreed and in the manner prescribed by the contract

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

SIGNED AND SEALED BY

CONTRACTOR

Signature

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

In the Presence of:

Witness:

a) Signature

b) Signature.

Name & Address.

Name & Address.

SIGNATURE OF THE TENDERER WITH SEAL

Annexure-I

PROFORMA

Date: 26.09.2020

To

Project Manager,  
Dredging Corporation Of India Ltd.  
Project office, Room No.5 & 6, 1<sup>st</sup> floor,  
Old Trade Centre, Near Hanuman temple, Port Area, Paradip- 754142.  
Telephone No 06722-221161,  
E – MAIL ID : [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in), [ksrao@dcil.co.in](mailto:ksrao@dcil.co.in), [manoj@dcil.co.in](mailto:manoj@dcil.co.in)

Sir,

Sub: Tender for 'Supply, manning and operating of one number Poclain crawler type EX 200 Or its equivalent capacity in connection with dredging works at Paradip Port Trust' – Reg.

A. With reference to your Tender No. DCI/OPS/PDP/Poclain/2020 Date: 26.09.2020 and as per Cl. No.14 (VIII) under 'General Terms & Conditions', we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'or'

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

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

Thanking you,

Yours faithfully,

\*Strike out 'A' or 'B', whichever is not applicable.

SIGNATURE OF THE TENDERER WITH SEAL

Annexure-II

PROFORMA

Date: 26.09.2020

To

Project Manager,  
Dredging Corporation Of India Ltd.  
Project office, Room No.5 & 6, 1<sup>st</sup> floor,  
Old Trade Centre, Near Hanuman temple, Port Area, Paradip- 754142.  
Telephone No 06722-221161,  
E – MAIL ID : [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in), [ksrao@dcil.co.in](mailto:ksrao@dcil.co.in), [manoj@dcil.co.in](mailto:manoj@dcil.co.in)

Sir,

Sub: Tender for 'Tender for 'Supply, manning and operating of one number Poclain crawler type EX 200 capacity or its equivalent in connection with dredging works at Paradip Port Trust' – Reg.

A. With reference to your Tender No. DCI/OPS/PDP/Poclain/2020 Date: 26.09.2020 and as per Cl. No.14 (XI) under 'General Terms & Conditions', we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid. and,

B. As per Cl. No.14 (XII) under 'General Terms & Conditions', we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

PROFORMA

Date:

To

Project Manager,  
Dredging Corporation Of India Ltd.  
Project office, Room No.5 & 6, 1<sup>st</sup> floor,  
Old Trade Centre, Near Hanuman temple, Port Area, Paradip- 754142.  
Telephone No 06722-221161,  
E – MAIL ID : [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in), [ksrao@dcil.co.in](mailto:ksrao@dcil.co.in), [manoj@dcil.co.in](mailto:manoj@dcil.co.in)

Sir,

Sub: Tender for 'Supply, manning and operating of one number Poclain crawler type EX 200 capacity or its equivalent in connection with dredging works at Paradip Port Trust' – Reg – Reg.

With reference to your Tender No. DCI/OPS/PDP/Poclain/2020 Date: 26.09.2020 and as per Cl. No.14 (XIII) under 'General Terms & Conditions', we hereby furnished our Bank Account details for payment through E-transfer as follows:

1. Name of the Firm : .....
2. Name of bank : .....
3. Name of branch : .....
4. Account No. : .....
5. Nature of Account : .....
6. IFSC No. of the Bank : .....

Thanking you,

Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

Annexure-IV

PROFORMA

Date: 26.09.2020

To

Project Manager,  
Dredging Corporation Of India Ltd.  
Project office, Room No.5 & 6, 1<sup>st</sup> floor,  
Old Trade Centre, Near Hanuman temple, Port Area, Paradip- 754142.  
Telephone No 06722-221161,  
E – MAIL ID : [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in), [ksrao@dcil.co.in](mailto:ksrao@dcil.co.in), [manoj@dcil.co.in](mailto:manoj@dcil.co.in)

Sir,

Sub: Tender for 'Supply, manning and operating of one number Poclain crawler type EX 200 Capacity or its equivalent in connection with dredging / Reclamation works at Paradip Port Sites. Trust' – Reg

A. With reference to your Tender No. DCI/OPS/PDP/Poclain/2020 Date: 26.09.2020 and as per Cl. No.14 (XIV) under 'General Terms & Conditions', we hereby certify that, we do not have any current litigation with any party/ firms.

'or'

B. We hereby certified that presently we are having litigation with the following party/ firms:

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

Thanking you,

Yours faithfully,

\*Strike out 'A' or 'B', whichever is not applicable.

SIGNATURE OF THE TENDERER WITH SEAL

Annexure-V

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.  
Date

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

WHERE AS (hereinafter) called "the Tenderer" has submitted its tender dated .....for the execution of (name of work) ..... (hereinafter called "the Tender") in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 035 hereinafter called the "CORPORATION".

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

(Hereinafter called "the Bank" is bound unto the Corporation for the sum of Rs 28,800/- (Rupees twenty eight thousand eight hundred only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

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

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

**SIGNATURE OF THE TENDERER WITH SEAL**

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. 49,200/- (Rupees Forty thousand two hundred only) and will remain in force up to 120 days from the date of opening of Second Cover / Finance Bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of .....2020

For

.....  
(Indicate Name of the Bank)

SIGNATURE OF THE TENDERER WITH SEAL



FORM OF BANK GUARANTEE  
(IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.:  
Date:

To  
The Dredging Corporation of India Limited,  
Seethammadhara , Main road,  
Visakhapatnam – 530 022.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the "DCI") having agreed to exempt M/s \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (herein after called the said "CONTRACTOR" from the demand under the terms and conditions of an Agreement/Contract/Work Order dated \_\_\_\_\_ made between DCI and Contractor for " \_\_\_\_\_ " (herein after called the said "Agreement"), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only),

1. We hereinafter referred to as "the Bank" at the request of M/s. \_\_\_\_\_ (Contractor) do hereby undertake to pay to the DCI an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor 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 Contractor shall have no claim against us for making such payment.

**SIGNATURE OF THE TENDERER WITH SEAL**

4. We 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 Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us, we shall be discharged from all liability under this guarantee thereafter.
5. We further agree that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor 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 Contractor.
7. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.
8. This guarantee will remain in force until\_\_\_\_\_. All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_Only).

Dated\_\_\_\_\_day of\_\_\_\_\_2020

For

\_\_\_\_\_  
(Name of the bank with address)

**SIGNATURE OF THE TENDERER WITH SEAL**