

DREDGING CORPORATION OF INDIA LIMITED

(A Government of India Undertaking) P.O.: CHIRANJIBPUR, HALDIA – 721 604 Phone: 252165

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03224-252234

E-Mail:

pohaldia@dci.gov.in

Tender No: DCI/HAL/OPS/RB/2020-21/06 Date: 01.01.2021

NAME OF WORK: SUPPLY, MANNING AND OPERATING ONE IN NO. DINGY BOAT OF NOT LESS THAN 12 HP FOR TRANSPORTING MEN AND MATERIAL BETWEEN SHORE AND ROUTINE BOATS AT HALDIA

TENDER ISSUED TO:

Project-In-Charge DREDGING CORPORATION OF INDIA LTD., HPSU, BUILDING, HALDIA. ::2/21::

DREDGING CORPORATION OF INDIA LIMITED (A GOVERNMENT OF INDIA UNDERTAKING)
"PROJECT OFFICE", TOWNSHIP,
H.P.S.U. BUILDING
HALDIA 721 604

TENDER DOCUMENT FOR

SUPPLY, MANNING AND OPERATING OF ONE IN NO. DINGY BOAT OF NOT LESS THAN12 HP FOR TRANSPORTING MEN AND MATERIAL BETWEEN SHORE AND ROUTINE BOATS AT HALDIA

::3/21::

DREDGING CORPORATION OF INDIA LIMITED (A GOVERNMENT OF INDIA UNDERTAKING) 'PROJECT OFFICE', TOWNSHIP, H.P.S.U. BUILDING, HALDIA 721 604

NOTICE INVITING TENDER

Ref. No: HAL/OPS/RB/2020-21/06 Date: 01.01.2021.

Sealed Tenders are invited in Single Cover system by Dredging Corporation of India Limited, Haldia from experienced firms for the following work:

1.	Name of work	:	Supply, manning and operating one in no. Dingy Boat of not less than 12 HP for transporting men and material between shore and routine boats at Township, Haldia.
2.	Period of Tender		02 years + Extendable 01 year
3.	Cost of tender	:	Rs.300/- (Rupees Three hundred only) to be remitted only through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender.
4.	Mode of payment of Tender cost And EMD and DCIL current account details		All the payment against cost of tender document EMD (Earnest Deposit Money) 1. Name of the Company: M/s. Dredging Corporation of India Ltd, 2. Name of the Bank: Syndicate Bank. 3. Branch Name: DCI Ltd, Branch, Port Area, Visakhapatnam-530001. 4. Current Account No.: 35833070000014 5. IFSC Code: SYNB0003583 6. Swift Code: SYNBINBB032 7. GST No. 37AAACD6021B1ZB Note: E-Receipt in respect of (i) Cost of tender document and
			(ii) EMD is must and shall be attached to the tender document in Cover -A
5.	Earnest Money Deposit	:	Rs.12,500/- (Rupees Twelve thousand and five 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 mentioned above
6.	Issue of tenders	:	From 04.01.2021 to 18.01.2021
7.	Last date time for submission of tender	:	19.01.2021 up to 1500 hrs Dredging Corporation of India Ltd., H.P.S.U. Building, Township, Haldia. Purba Medinipur, W.B721607.
8.	Date of opening of the tender document		: 19.01.2021 at 12:00 hrs.
9.	Validity of the Tender	:	90 days

- 1. The party should have experience of successfully completion, ongoing similar works in any Government, PSU sector or any reputed private organization, during the last seven years. Document proof may be enclosed along with the tender in support of his experience.
- 2. Party should have at least one boat registered either on his name or in the name of his firm/company. Copy of registration certificate, insurance certificate for the offered boat must be submitted along with the tender. Failing submission of such certificate, offer of the party will not be considered for acceptance.

3. If the renderer is not the owner of the boat, necessary documents to be submitted in support of the authorization or lease granted by the owner duly notarized of the proposed wooden boat to the renderer to offer and operate the wooden boat by the tender during entire period of the contract.

Note: Similar works means "Supply, manning and operating mechanized boats of not less than 12 HP for providing shore support services including transporting men and material".

Interested eligible Tenderers may obtain the Tender documents at the office of:

Project-In-Charge
Dredging Corporation of India Ltd.
H.P.S.U. Building,
Township, Haldia – 721 607.
PHONE: 03224 -262 165

The detailed NIT and complete Tender Document are hosted on websites: www.tenders.gov.in, www.tenders.gov.in, interested parties may visit the same. The blank proposal document can also be down loaded from the above Websites. The cost of tender document should be submitted along with tender at the time of tender opening. 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.

Tender document may be collected on the above website only.

The copy of UTR/Electronic receipt of NEFT/RTGS should be submitted with the technical bid.

Dredging Corporation of India Ltd. reserves the right to:

- 1. Issue Tender Documents only to those considered capable to execute the work.
- 2. Accept or reject any or all Tenders without assigning any reason whatsoever.
- 3. Cancel the tender enquiry at any stage without assigning any reason.
- 4. Accept the tender in whole or part.
- 5. Reject the tender received with counter conditions.
- 6. DCIL will not involve any political issue, Haldia Municipality any issue labor and other issue any way.
- 7. All the responsibility will be borne by the party.
- 8. Arrangement of Municipality jetty is born by the party.

Project-In-Charge Dredging Corporation of India Ltd. H.P.S.U. Building, Township, Haldia – 721 607. PHONE: 03224 -262 165

AGREEMENT

Agreement for the supply, manning and operating Dingy Boat of not less than 12 HP for transporting men and material between shore and routine boats at Haldia.

To Project-In-Charge Dredging Corporation of India Ltd. H.P.S.U. Building, Township, Haldia – 721 607.

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 in no. Dingy Boat of not less
			than 12 HP for transporting men and material between shore and
			routine boats at Haldia
2.	Contract period	:	Two years and extendable for One-year at the discretion of DCI
3.	Earnest Money Deposit	:	Rs. 12,500/- (Rupees Twelve thousand and five hundred only) by to be submitted through e-payment only.
4.	Security Deposit	:	5% of the value of work executed shall be deducted from the running account bill, which will be refunded after completion of the contract

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the conditions contained in the said Contract for the "Supply, manning and operating Dingy Boat of not less than 12 HP for transporting men and material between shore and routine boats at Haldia". The General terms and conditions and Special 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.

Bank Draft / BG No	dated	drawn in favour of	M/s.DREDGING
CORPORATION OF INDIA LIMITED	O for Rs. 12,500/- (Rupees	Twelve thousand and five	hundred only) by
to be submitted through e-payment is	hereby deposited towards	s Earnest Money Deposit	for the supply of
Dingy Boat/Boats by me/us with DCI L	imited. The full value of w	hich is to be absolutely fo	rfeited to DCI Ltd.
without prejudice to any other rights or	r remedies of the DCI Ltd.	, should I/We fail to com	mence the work or
complete fully as specified in the above	memorandum.		

Signature of the Contractor Date ____

SCOPE OF WORK:

Dredging Corporation of India Limited, having its head office at Visakhapatnam is desirous to hire a Dingy Boat for carrying men and material between shore and DCI Routine Boats at Haldia. On an average, the hired Dingy boat shall make around Six trips per day, i.e. four trips in the morning and two trips in the afternoon for DCI routine Boats and around twice a week for DCI Survey launch/ KoPT Commanders, etc, mainly between shore (around Municipal Ghat near Coast Guard Jetty at Haldia Township) and DCI routine / survey Boats at Haldia River Buoy, unless instructed for nearby places on specific requirement. Depending on the no. of people and quantum of materials to be transported, the no. of trips required during morning/ afternoon may vary. Mostly, the material to be transported shall be consisting of Dredger's stores/ spares parts, provisions, laundry clothes, etc., which can be transported through the Dingy Boat. Payment for toll at Ferry Ghat of Haldia Municipality shall be made by the contractor to the concerned authority and should be included in the quote. No extra payment will be made for utilizations of the jetty. Contractor must have to arrange the jetty for embarkation/disembarkation of men and materials from Township, Haldia.

Depending on the timings of the Dredgers, the Dingy Boat has to make trips in the morning normally between 0430 hrs and 1200 hrs, and in the afternoon between 1400 hrs and 1800 hrs every day. On emergency the same will operate at night also (For medical purpose, emergency breakdown of the Dredgers etc.). Apart from the regular trips, the boat may also be utilised for special trips occasionally as per requirement. The boat operator has to make trips in co-ordination with the routine boat timings as per instructions from time to time. The services of the boat shall be utilised on 24-hrs basis, and should be available for round the clock at the disposal of the Corporation. The Dingy Boat operator shall preferably have a mobile phone with him at all times and the Dingy Boat should always be available at specified Jetty or tied up alongside any of the DCI hired routine Boat, to meet any emergency requirement.

The minimum specification of the Dingy Boat shall be as given below:

Specifications/ Dimensions of	Minimum requirement of the		
the Boat	offered Dingy Boat		
Length	30'0" (9.10m)		
Breadth	10'0" (3.05m)		
Depth	3'0" (0.92m)		
H.P.	12 H.P.		

The offered boat shall have carrying capacity for 10 persons and should meet the above specifications, and the offered boat not meeting the above minimum specifications shall be liable for rejection. The tenderer shall keep his boat ready for deployment within 3 days from date of issue of work order.

GENERAL TERMS AND CONDITIONS

- 1. The tenderer should study the tender documents carefully; understand the special and general conditions of the tender before submission of tender. He may get himself acquainted with the nature and scope of work and local conditions before quoting the tender.
- 2. The tenderer shall sign on all pages of the tender documents before submitting his tender and shall quote the rates in figures as well as in words in the schedule.
- 3. Rates quoted by the tenderer in the Bill of Quantity shall be carefully filled both in figures and words, 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.
- 4. Towards Security Deposit for the due fulfillment of this contract, the EMD of successful tenderer shall be converted into SD and the amount at percentage specified in the Memorandum of this tender shall be recovered from the running account bills. The EMD converted into SD and recovered SD will be refunded without attracting any interest, after successful completion of work and on submission of 'No dues certificate' by the contractor. The E.M.D. of the unsuccessful tenderers shall be refunded upon finalisation of tenders.
- 5. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable for rejection.
- 6. Tenders containing uncalled for remarks or any additional conditions or counter conditions are liable for summary rejection.
- 7. The tender shall remain open and valid for acceptance for a period of 90 days from the date of opening and on request of the Corporation the validity can be extended for further period of 60 days.
- 8. The Tenderer will have to give a certificate that he is not related to any Officer of DCI or any Officer of the rank of Asst. Secretary or above in the Ministry of Surface Transport, Govt. of India. The Tenderer should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. (Annexure-I)
- 9. 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 the PC Act in connection with the bid. (Annexure-II)
- 10. The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid. (**Annexure-II**)
- 11. The Tenderer shall disclose any Information regarding any current litigation in which the tenderer is involved. (Annexure-III)
- 12. The Tenderer shall furnish details of Bank Account for Electronic Transfer of payments as per attached proforma. (**Annexure-IV**).

The EMD can be submitted by the tenderer either in the form of Bank Guarantee (BG) from any scheduled Nationalised Bank, as per attached Performa (Annexure-V). or 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 are as follows:-

DCI Current Account No:- 35833070000014

Branch Name: - DCI Ltd Port Area Branch Visakhapatnam

IFSC/RTGS No:- SYNB0003583

- 13. Cheque or DD will not be accepted in any circumstances.
- 14. Before releasing the final payment, after the work is completed, the contractor is required to submit a 'No Due Certificate' to the employer without prejudice to the claims raised by him before seeking the release of the final bill and the contractor shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a No Claim or No Dues Certificate.
- 15. No Engineer of Gazetted Rank or other Gazetted Officer/ employee in Engineering or Administration duties in an Engineering Dept. of the Govt. of India, is allowed to work as Tenderer 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 Tenderer 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 Tenderer's service as the case may be.
- 16. Tenders will be opened in the presence of the tenderer or their authorized representatives at Dredging Corporation of India Ltd., H.P.S.U. Building, Ground floor, Township, Haldia 721607 on the time and date specified in the Notice Inviting Tender.

17. DREDGING CORPORATION OF INDIA LIMITED RESERVES THE RIGHT:

- (a) To split the work to more than one tenderer,
- (b) To cancel or withdraw this enquiry in full or part at any stage without assigning any reasons or whatsoever and no further correspondence will be entertained in this regard,
- (c) To reject or accept any tender offered irrespective of whether it is lowest/ highest without assigning any reason or whatsoever and no further correspondence will be entertained in this regard.
- 18. In the event of cancellation of the contract due to delay in commencing the work by the tenderer, the work order issued will be cancelled and EMD shall stand forfeited.
- 19. 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 indemnified 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.
- 20. This contract shall be governed by the Indian Contract Act, 1872, and in case of any dispute, the same shall be referred to the jurisdiction of the courts of law at Visakhapatnam only.
- 21. In the matter of interpretation of various rules, Clauses, Specifications, General Conditions, the decision of the Project-In-Charge, DCIL, Haldia shall be final and binding on the Tenderer.
- 22. In case the proposed boat is in under breakdown the contractor will have to arrange substitute boat immediately without hampering of the work. In case the contractor is not able or arrange to provide suitable boat the same will be arranged by DCI and amount spent will be deducted from the bills of the contractor.
- 23. Since DCI is an ISO 15001:2008 (Environmental Management System) certified company, DCI is committed for prevention of pollution by implementing environmental friendly operational procedures. Hence, the Contractor shall comply with all statutory and regulatory requirements pertaining to Environmental Protection. Also, the Contractor shall adopt the environmental friendly procedures for execution of the work to the maximum possible extent.

24. FORCE MAJEURE:

25) In the event of either party being rendered unable by force majeure conditions to perform any obligation required to be performed by them under the contract, the relative obligations of the party effected by such force Majeure shall upon notification to the other party by suspended for the period during which force Majeure event lasts. The cost and loss sustained by either party shall be born respective parties

ii) The term 'Force Majeure' as employed shall mean Acts of god, earth quake, Flood, war, revolt, riot fire, sabotage, strike (excluding that of contractors' suppliers or sub-contractors' employees) and hurricane. Time of performance shall be extended by the period of delay, which is directly caused by Force Majeure and the decision of Project Manager on the Extension, shall be final and binding on the contractor. Upon the occurrence of such cause and upon its ending/termination, the party alleging that they have been rendered unable to perform as aforesaid, shall notify to the other party in writing immediately but not later than 48 Hours (Forty eight hours) of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

iii) Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which cause lasts.

25. Settlement of Disputes/ Arbitration Clause:

- In case of dispute between DC1 and the contractor for contract up to Rs.10 Crores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of 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 on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole Arbitrator, as per the provisions of the Arbitration and Conciliation Act 1996 and Page 01 of 21 TENDER DOCUMENT Signature of Contractor with seal the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996.
- ➤ The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.
- Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- ➤ Limitation of Liability Except in cases of negligence or willful misconduct, the Contractor shall not be liable to DCI, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DCI.
- ➤ Governing Language The contract shall be written in English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English only.
- ➤ All disputes arising out of or under this contract will be subject to the jurisdiction of court at VISAKHAPATNAM only.

SPECIAL CONDITIONS

1. The tender duly filled along with enclosures listed below must be submitted in Tender Box only, placed at DCI, Haldia Project Office H.P.S.U. Building, Haldia on or before due date & time, in sealed cover duly superscribing Tender No. & due date No late tender shall be accepted.

EMD for 12,500/- (Rupees Twelve thousand and five hundred only) by to be submitted through e-payment any Nationalized Bank in favour of M/s. Dredging Corporation of India Ltd. 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 are as follows:-

DCI Current Account No:- 35833070000014

Branch Name: - DCI Ltd Port Area Branch Visakhapatnam

IFSC/RTGS No:- SYNB0003583

- (a) Copy of Trade License / other mandatory / statutory requirement for operating the boat by the firm.
- (b) Copies of valid Certificates of registration/ Plying License/insurance etc., of the Boat offered in the tender.
- (c) Copy of clear title of the ownership of the dingy boat. If the tenderer is not the owner of the boat, necessary documents in support of the authorization granted by the owner of the dingy boat to the tenderer to offer and operate the dingy boat by the tenderer. (This authorization shall be executed on a stamp paper duly notarized).
- (d) Copy of experience certificate in support of supply and operating of such type of work in any government organization/PSU/Reputed private organization.
- (e) Copy of Permanent Account Number (PAN) of the Firm/ Proprietor, issued by Income Tax Dept., Govt. of India
- (f) Copy of Service Tax/GST Registration certificate,
- (g) Copy of PF account.
- (h) Copy of insurance.
- (i) Audited Balance sheets for the last three years duly counter signed by Chartered Accountant,
- (j) Duly signed tender documents on all pages with Annexure I, II, III, IV & V and 'Bill of Quantity'.
- (k) Power of attorney for passes authorized to sign tender in stamp paper.
- 2. (a) The period of contract is for Two-years and extendable for one year at the same rate, terms & conditions of the contract, at the discretion of the Corporation. The contract can be curtailed/terminated by issuing one-week advance notice. The Tenderer shall not have any additional claim whatsoever due to above.
 - (b) During the period of contract, the Contract can be terminated by giving 3 (Three) days notice by the Project Office, Haldia if the services of the Tenderer are found to be inadequate or unsatisfactory or in violation of the terms/conditions of the contract, without prejudice to its rights and remedies. In such case, the EMD & SD available with DCI shall be forfeited.
 - (C) Tender can be suspended temporarily by serving 7 days notice in case the dredgers working at Haldia are withdrawn by DCI for certain period for the repair of the dredgers. Same contract can be restarted by DCI with short notice to the contractor. No payment for the suspended period will be made.
- 3. The tenderer shall quote their rates in Bill of Quantity. The quoted rate shall be firm for the entire contract period including extendable period of one-year without escalations for fuel, material, labour etc., and shall be inclusive of all for the operation of the boat such as Diesel/POL, manning, all taxes except G. S. T. duties, (State or Central) under the contract. No additional payment whatsoever shall be paid by DCI other than the quoted and accepted rate. Toll charges for the Ferry Ghat of Haldia

- Municipality shall be paid by the tenderer to the concerned authority, Ghat/Jetty charge. The quoted rate including the Ghat/Jetty charge.
- 4. Tenders received without EMD 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.
- 5. The scope of work mentioned is only indicative, and any additional work/ material/ tools required for the successful completion of the work, shall be to the account of the contractor. No additional claims other than quoted in the Bill of Quantity and accepted shall be entertained by DCI.
- 6. The EMD of un-successful renderer shall be refunded within 30 days without interest after finalisation of the tender. The EMD submitted by the successful tenderer shall be converted into Security Deposit and same will be released after satisfactory completion of the work. The EMD & SD shall not bear interest.
- 7. 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 DCI Ltd.
- 8. The successful tenderer shall mobilise the boat to place of work and commence the work within 3 days from the date of issue of Work Order. Due to any reason, if the boats for which specifications are submitted along with the Tender are not supplied, suitable alternative boat of higher / same specifications/ capacity shall be supplied with the prior permission of DCI at no additional cost.
- 9. The Successful tenderer shall arrange the Municipality Ghat/Jetty for touching the boat.
- 10. The successful tenderer shall responsible for any type of local problems created by the unauthorized personals during the contract period.
- 11. SECURITY DEPOSIT: For due fulfillment of this contract, Security Deposit, from the running account bills, shall be recovered @ 5% of the value of work executed.
- 12. All statutory levies, Port dues / charges, licenses etc. for plying the boat in Haldia Port waters shall be borne by the Tenderer and the rates are deemed to have included for all the expenses, Municipal ghat/jetty charge, wages, all Taxes (except G. S. T.), all local levies, etc. applicable and would be applicable during the contract period including extension period. GST will be reimbursed on receipt of proof of deposit to the government authority.
- 13. In the event of breach of contract by the contractor and/or the contract is cancelled due to default on the part of the contractor, and the balance work is awarded to another agency at the risk and cost of the contractor, the Corporation shall be entitled to withhold any sum due and payable to the Contractor towards the sum due as a result of said breach or default.
- 14. In case of breakdown of the boat supplied to DCI, the tenderer shall immediately, with the permission of DCI, deploy a substitute boat of similar/ higher capacity of the tendered boat at no additional cost. In case of failure to deploy a substitute Boat/ complete the job/ failure to perform the work to the satisfaction of DCI/ failure to supply the boat during the contract period, DCI reserves the right to make alternative arrangements to complete the work through any available means at the risk and cost of the tenderer. Alternately, as the daily hire charges of the Dingy Boat is on 24 hours basis, if the Dingy Boat is not available on duty due to breakdown/ failure to supply a substitute boat by the contractor, DCI reserves the right to deduct the payable charges on pro-rata for the period of non-availability of the boat during the day as certified by Care-Taker of DCI Rest House.
- 15. The Tenderer shall maintain proper Logbook for the operations of the Boat. The log entries for each trip made shall be signed/attested by the users i.e. DCI Floating/ Shore staff / Care-Taker of DCI Rest

House or any person authorized by Project-In-Charge and the Logbook shall be invariably enclosed with the monthly bills for payment.

- 16. Bill for the work done shall be submitted in duplicate alongwith logbook on monthly basis, and payment will be released within 30 days from submission of bill, all complete, after deducting SD, and other statutory recoveries such as I.T., etc as applicable at the time of release of payment.
- 17. The Tenderer should comply with all labour laws such as Contract Labour (R&A) Act, Minimum Wages Act, Bonus Act, P.F. Act etc. and other Statutory Enactments whichever is applicable to this contract and in force. The Tenderer should pay minimum wages, bonus, CPF, Medical expenses, OT if any, to the workers engaged by him as applicable. The rates quoted are deemed to have been included all the above provisions and no extra claim on this account will be entertained even if there is a change or rise in wages, POL etc. The Tenderer shall indemnify the Corporation against any legal action/proceedings that may be instituted against the Tenderer for his failure to comply with the above Acts.
- 18. In the event of any dispute or difference between the Contractor and the Corporation arising out of or under these conditions or in connection with this contract shall be referred to a sole Arbitration of the person to be appointed by the H.O.D. Div-II of Dredging Corporation of India Ltd., and the decision of the Arbitrator shall be final and binding upon both the parties. Such Arbitration shall be held at Visakhapatnam, A.P. and in accordance with the Indian Arbitration Act, 1996 including any statutory modifications or re-enactment thereof. The Arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award. The Arbitrator shall give reason for the award.
- 19. Original proof of the UTR or internet banking against payment for Cost of Tender and EMD should be given with the tender document. Without the above document tender will be rejected.
- 20. In case of emergency boat should be available immediately.
- 21. The tender should be submitted at project DCI office Haldia, H.P.S.U. Building at the address of

Project-In-Charge Dredging Corporation of India Ltd. H.P.S.U. Building, Township, Haldia – 721 607. PHONE: 03224 -262 165

	PROFORMA	Annexure-I Date:
То		Date.
	Project-In-Charge Dredging Corporation of India Ltd. H.P.S.U. Building, Township, Haldia – 721 607. PHONE: 03224 -262 165	
Sir,	Sub: Tender for 'Supply, manning and operating of one in no. Dingy B transporting men and material between shore and routine boats at	
No.8 of Dredgin of Shipp	With reference to your Tender No. DCI/HAL/OPS/RB/2020-21/06 DAG General Terms & Conditions of Contract, we hereby certified that, we are Corporation of India Ltd., or any Officer of the rank of the Asst. Secreping, Government of India and also certified that we do not have any Corporation of India Ltd.	re not related to any Officer of retary or above in the Ministry
	'or'	
	We hereby certified that my relative(s) working as Officer in Dredging icer of the rank of the Asst. Secretary or above in the Ministry of Shippelow:	
1		
2		
4		
	Thanking you,	
		Yours faithfully,

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

Annexure-II

PROFORMA

Date:

To

Project-In-Charge Dredging Corporation of India Ltd. H.P.S.U. Building, Township, Haldia – 721 607. PHONE: 03224 -262 165

Sir,

Sub: Tender for 'Supply, manning and operating of one in no. Dingy Boat of not less than 12 HP for transporting men and material between shore and routine boats at Haldia' – Reg.

A. With reference to your Tender No. DCI/HAL/OPS/RB/2020-21/03 DATE: 01.01.2021 and as per Cl. No.9 of General Terms & Conditions of Contract, 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.10 of General Terms & Conditions of Contract, 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,

	PROFORMA	Annexure-III
То		Date:
10	Project-In-Charge Dredging Corporation of India Ltd. H.P.S.U. Building, Township, Haldia – 721 607. PHONE: 03224 -262 165	
Sir,	Sub: Tender for 'Supply, manning and operating of one in no. Dingy I transporting men and material between shore and routine boats at	
	With reference to your Tender No. DCI/HAL/OPS/RB/2020-21/06 DA of General Terms & Conditions of Contract, we hereby certified that on with any party/ firms.	
or'		
B.	We hereby certified that presently we are having litigation with the follow	wing party/ firms:
1		
2		
3		
4		
	Thanking you,	
		Yours faithfully,

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

Signature of Tenderer with seal

Δ	nnexure.	.TV
	miczuic.	- I V

Date:

To

Project-In-Charge Dredging Corporation of India Ltd. H.P.S.U. Building, Township, Haldia – 721 607. PHONE: 03224 -262 165

Sir,

Sub: Tender for 'Supply, manning and operating of one in no. Dingy Boat of not less than 12 HP for transporting men and material between shore and routine boats at Haldia' – Reg.

With reference to your Tender No. DCI/HAL/OPS/RB/2020-21/06 DATE: 01.01.2021 and as per Cl. No.12 of General Terms & Conditions of Contract, 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.	IFSC No. of the Bank	:	
	Thanking you,		

Yours faithfully,

Annexure-V

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (to be executed on non-judicial stamp paper worth of Rs.100/-)

To

Project-In-Charge Dredging Corporation of India Ltd. H.P.S.U. Building, Township, Haldia – 721 607.

PHONE: 03224 -262 165

WHEREAS			
	(indicate Name & I	Full Address of the tendere	er)
(hereinafter called the "	Tenderer") has submitted its tend	ler dated	for the execution of
(Name	of	work)	
in favor of M/s. DRED after called the "CORPO	GING CORPORATION OF IND RATION"). by these presents that	IA LIMITED, CHIRANJ	IBPUR, HALDIA (herein
(herein after called "Banl	k") are bound unto the Corporation	n for the sum of Rs.	
(Rupees		only) for	r which payment will and
truly to be made to the sa	id Corporation, the Bank binds its	elf its successors and assig	gns by these present.
THE CONDITIONS of t	his obligation are:		

If the Tenderer withdraws hid Tender

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

::19/21::

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

Notwithsta	Notwithstanding anything herein contained our liability under this guarantee is limited to					
Rs	(Rupees	only) and will remain				
in force up	p to 90 days from the date of opening of Te	nder and any demand in respect thereof must reach the				
Bank not 1	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 de	eemed to be relieved or discharged from all liabilities				
hereunder.						
Dated:						

BILL OF QUANTITY

NAME OF THE WORK: Supply, manning and operating Dingy Boat of not less than 12 HP for transporting men and material between shore and routine boats at Haldia.

Tender no. - DCI/HAL/OPS/RB/2020-21/06

Sl. No.	Item	Unit	Rate per unit (Rs.)	
			in figure	in words
1.	Rate per day of 24 Hrs. towards charging for "Supply, manning and operating Dingy Boat of not less than 12 HP for transporting men and material between shore and routine boats at Haldia (including necessary permission like use of Municipality Ghat/Jetty, CISF permission or West Bengal Polish Permission if required. Other charges like Municipality Ghat/Jetty charges, Fuel and Lube oil Charge, labor charges etc. (excluding G.S.T.)	Per day (of 24 hours) or pro-rata thereof		

^{**} Note: The boat engaged for 24 Hrs basis and is available immediately after getting the information from DCI Project Office, Haldia. The quoted rate should be inclusive of all excluding G. S. T. No additional payment will be made any way.

DATE: 01.01.2021