



**DREDGING CORPORATION OF INDIA LIMITED**  
(A GOVERNMENT OF INDIA UNDERTAKING)

QTR NO. B/3, CPT / KOPT QUARTERS, NIMAK MAHAL ROAD, KOLKATA - 700043

DCI/KOL/OPS/TUG-HIRE/2017-18

DATE: 09.11.2017

Notice Inviting Tender for “Supply, manning and running of 01 (one) in number “TUG” of not less than 12 Ton bollard pulls for alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock”

TENDER ISSUED TO:

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

Project in Charge,  
Dredging Corporation of India Limited,  
Qtr No. B/3, CPT / KOPT Quarters,  
Nimak Mahal Road, Kolkata - 700043,  
Tel. No. 033 24396906  
E – MAIL ID: pokolkata@dcil.co.in

SIGNATURE OF CONTRACTOR



**DREDGING CORPORATION OF INDIA LIMITED**  
(A GOVERNMENT OF INDIA UNDERTAKING)

QTR NO. B/3, CPT / KOPT QUARTERS, NIMAK MAHAL ROAD, KOLKATA - 700043

**TENDER DOCUMENT**  
**FOR**

“Supply, manning and running of 01 (one) in number “TUG” of not less than 12 Ton bollard pulls for alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock

**TECHNICAL BID**

**VOLUME – I**

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**DREDGING CORPORATION OF INDIA LIMITED**

(A Government of India Undertaking)

QTR NO. B/3, CPT / KOPT QUARTERS, NIMAK MAHAL ROAD, KOLKATA - 700043

DCI/KOL/OPS/TUG-HIRE/2017-18

DATE: 09.11.2017

**1. INVITATION FOR BIDS (IFB):****NOTICE INVITING TENDER**

Sealed Tenders are invited in two covers (i.e.) Cover-A “Technical Bid”, Cover-B “Financial Bid” by DREDGING CORPORATION OF INDIA LIMITED, Kolkata from agencies having experience in towage operations or experience of having supply, manning and maintaining of “TUG” on hire basis to any Govt. /Semi Govt. /Reputed Private Organization”, for “Supply, manning and running of 01 (one) in number “TUG” of not less than 12 Ton bollard pulls for alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock”.

(1)	NAME OF THE WORK	:	Supply, manning and running of 01 (one) in number “TUG” of not less than 12 Ton bollard pulls for alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock.
(2)	PERIOD OF CONTRACT	:	7 days (including mobilization period).
(3)	ESTIMATED COST	:	Rs 14,26,000/- Excluding GST
(4)	COST OF TENDER	:	Rs 295/- (Rupees two hundred ninety five only) (non-refundable) ( Rs.250.00/- + 18% of Rs.250 as GST ) 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
(5)	EARNEST MONEY DEPOSIT	:	Rs. 14,260.00/- (Rupees Fourteen thousand two hundred and Sixty 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 09.11.2017 to 20.11.2017 during office hours between 09.30 Hrs to 1730 Hrs on all working days and till 1500 hrs on 20.11.2017.
(7)	LAST DATE FOR RECEIPT OF TENDER	:	Up to 1530 Hrs on 20.11.2017
(8)	DATE OF OPENING OF TENDER (COVER A)	:	At 1600 Hrs on 20.11.2017

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## 2. PRE-QUALIFICATION CRITERIA:

- (1) Experience of having successfully completed similar towage works or experience of having for supply, manning and operating/maintaining of “TUG” on hire basis to any Govt. /Semi Govt. /Reputed Private Organization during last seven years ending last day of month previous to the one in which tenders are invited should be either of the following:
- Three similar completed works as indicated above which costs not less than the amount of Rs. 5.70 Lakhs OR
  - Two similar completed works tug as indicated above which costs not less than the amount of Rs. 7.13 Lakhs OR
  - One similar completed work as indicated above which costs not less than the amount of Rs. 11.40 Lakhs.
- (2) Financial turn over during last 3 years ending 31 March 2017 of the previous financial year should be at least 4.27 Lakhs.

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

Project in Charge,

Dredging Corporation of India Limited,

Qtr No. B/3, CPT / KOPT Quarters,

Nimak Mahal Road, Kolkata - 700043,

Tel. No. 033 24396906

E – MAIL ID: pokolkata@dcil.co.in

The detailed NIT and complete tender document is hosted in websites [www.dredge-india.com](http://www.dredge-india.com), [www.tenders.gov.in](http://www.tenders.gov.in) & <http://eprocure.gov.in>; interested parties may visit the same. The blank tender document can be downloaded from our website remitting an amount of Rs 295/- (Rupees two hundred ninety five only) (non-refundable), through NEFT/RTGS and the copy of electronic receipt/UTR should be submitted with the “TENDER DOCUMENT”. Necessary proof of having experience as indicated in the sl.no. (1) in the pre-qualification criteria should be enclosed in support of experience or the electronic receipt/UTR to be enclosed along with the technical bid documents.

The detail of DCI Current Account at Syndicate Bank is follows:-

**DCI Current Account No:-35833070000014**

**Branch name: - DCI LTD PORT AREA BRANCH VISAKHAPATNAM**

**IFSC/RTGS No: - SYNB0003583**

**SWIFT Code No: - SYNBINBB032**

The downloading of document shall be carried out strictly as 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.

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.

**Project-In-Charge**

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**Technical Specifications:**

- I) Technical bid (Cover A)** should clearly bring out for details for the following:
- i. Confirmation of compliances to technical specifications as brought out in the tender.
  - ii. Copy of clear title of the ownership of the Tug. If the tenderer is not the owner of the Tug, necessary documents in support of the authorization granted by the owner of the Tug to the tenderer to offer and operate the Tug by the tenderer (This authorization shall be executed on a stamp paper duly notarized).
  - iii. Hire agreement Copies of original certificates of registration etc., of the Tug proposed to offer in the tender including copy of the existing insurance policy covering the Tug, Crew and third party.
  - iv. Bio-Data of key personnel to be deployed.
  - v. Track record of the company along with its past experience for similar towage operations carried out during the last 7 years.
  - vi. Communication system on proposed Tug for communication to Haldia Port and Kolkata Port during voyage. Also the weather monitoring forecast and reporting system should be available on proposed Tug and to issue 24 hours and 72 hours weather forecast report every day at 0800 hours and 1600 hours Indian time to DCI Head Office, PO, Haldia / Project Office Kolkata every day.
  - vii. If required, the tenderer shall arrange for inspection and trials of the tug offered in the tender along with all necessary certificates before award of the work.
  - viii. Towing shall be under taken in fair and moderate weather conditions upon obtaining clearance from Statutory Authorities.
  - ix. Details of the marine spread proposed to use including the details of tools and tackles, manpower to be utilized for the total scope of work.
  - x. The contractor should be in a position to make necessary arrangements for towage within 7 days from the date of award of work which is inclusive of mobilization period.

**II) Price Bid (COVER B) – It should contain -**

- i. Price for the operational scope of work as per the format enclosed (BOQ).The technical bid and the price bid should be sealed separately in separate sealed covers, clearly super scribing Cover “A” as The Technical Bid for Supply, manning and running of 01 (one) in number “TUG” of not less than 12 Ton bollard pulls at Haldia for alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock. and Cover “B” as price bids for Supply, manning and running of 01 (one) in number “TUG” of not less than 12 Ton bollard pulls at Haldia for

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alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock. Both covers are to be kept in a separate sealed cover clearly super scribing that TECHNO COMMERCIAL BID for Supply, manning and running of 01 (one) in number “TUG” of not less than 12 Ton bollard pulls at Haldia for alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock. The date of opening of price bid shall be informed separately.

- ii. DCIL reserves its right to accept or reject any tender without assigning any reason.
- iii. DCIL may ask any additional information in case required.
- iv. The contractor is required to quote his Price strictly as per the scope only. Counter conditions if any shall be summarily rejected.

**TECHNICAL SPECIFICATION AND GENERAL TERMS & CONDITIONS FOR** Supply, manning and running of 01 (one) in number “TUG” of not less than 12 Ton bollard pulls at Haldia for alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock.

### **1. GENERAL INFORMATION**

DCI is planning to tow its Cutter Suction Dredger (CSD), DCI DR-VII from Haldia Dock to KP Dock, Kolkata. The detailed scope of the towing contract shall be as under:

### **2. PRINCIPLE PARTICULARS OF DCI DR-VII**

DCI DR-VII is having following principal dimensions:

1	Length overall	86.00 Mtrs.
2	Length between perpendiculars	63.00 Mtrs.
4	Breadth Molded	14.50 Mtrs.
5	Depth moulded	4.00 Mtrs.
6	Draft	2.5 Mtrs.
7	Free board	1.50 Mtrs.
8	G R T	1075 Tons

If Tenderer wants to visit DCI DR-VII at Haldia prior to submission of his offer, he can do so at his cost by contacting our offices given below;

Project in Charge,  
Dredging Corporation of India Limited,  
Qtr No. B/3, CPT / KOPT Quarters,  
Nimak Mahal Road, Kolkata - 700043,  
Tel. No. 033 24396906, E – MAIL ID: pokolkata@dcil.co.in

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### **3. SCOPE OF WORK:**

DCI DR-VII to be towed with a/s tow from Haldia Dock Basin area to Dock-II, KP Dock, Kolkata along with KoPT tug.

- 3.1 Mobilization of tug required for the total operation
- 3.2 Undertaking the following activities before towing DCI DR-VII from Haldia Dock Basin area to KP Dock, Kolkata:
  - 3.2.1 Obtaining necessary clearance from Port or other statutory agencies with regard to entry of the Tug and operations being carried out for towing etc., at Haldia Dock Basin area / KP Dock, Kolkata,.
  - 3.2.2 Payment of charges and duties if any payable to Kolkata Port/ Haldia Dock for the total operation.
  - 3.2.3 Mobilization of all towing gears and other tools & tackles, men & machinery required, for undertaking the work as envisaged in the tender.
- 3.3 Towing of DCI DR-VII with alongside tow from Haldia Dock Basin area to KP Dock, Kolkata.
- 3.4 Tug must bring DCI DR-VII at the required location in the KP Dock, Kolkata as per the instructions of Port / DCI with the assistance of Pilot and Port Tugs.
- 3.5 The tenderer while executing the work shall be responsible for safety of his workmen and vessel. The Corporation shall not be liable for any damages or compensations and against all claims, damages, proceedings, costs, charges and expenses, whatsoever in respect of or relating to this contract.
- 3.6 Total operation allowed is 7 days. However, the contractor shall be responsible for making entire tow ready in consultation with DCIL at Haldia Port.
- 3.7 The tenderer shall sign on all pages of tender documents before submitting of tender.

### **4. EARNEST MONEY DEPOSIT (EMD):-**

The tender received without EMD as specified by way of NEFT/RTGS or Bank Guarantee as per (**Annexure - III**) will be rejected. The EMD shall be refunded to the unsuccessful tenderer without interest, within 30 days after finalization of the tenders. The successful bidder's earnest money deposit will be discharged upon the bidders signing the contract and furnishing the performance security. If bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or does not accept the correction of errors or in the case of a successful bidder, if the bidder fails to sign the contract or to furnishing performance security the earnest money deposit may be forfeited.

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**5. ASSIGNMENT:**

The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract except with the DCI's prior written consent

**6. PERFORMANCE SECURITY:**

The successful Contractor shall submit Bank Guarantee before commencement of towing towards performance Security equaling to 10% of the contract value amount deposit to DCI through NEFT/RTGS or by bank guarantee issued by any reputed Nationalized / Scheduled Indian Bank. The Guarantee shall be kept valid for the entire contract period plus one month.

**(Annexure-II)**

**7. CONTRACT AGREEMENT:**

The successful bidder is required to enter into Agreement with DCI, as per the format enclosed immediately on receipt of Letter of Intent at your expenses in the appropriate stamp paper of not less than Rs.100/- **(Annexure -IV)**

**8. PRICE:**

8.1 Towing Contractor has to quote their price for the scope of work as detailed above and as per the BOQ. The bid is to be kept valid for a period of 120 days from the date of price bid opening for award of work. The price is to be submitted as per the Price Bids enclosed to this tender.

8.2 Rate quoted by the tenderer in rate in figure 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.

**9. PAYMENT:**

(i) No advance payment will be entertained. Full and final payment shall be made against completion of the towing operation from Haldia Dock Basin turning circle area to KP Dock, Kolkata and handing over of DCI DR-VII at KPD Kolkata must be secured at the required jetty at KPD Kolkata / other locations inside of Port premises as per the instructions of KoPT / DCI. No de-mobilization charges will be made in this contract. The Bill for Services rendered will be scrutinized by Project Manager, Kolkata and forward the same to DCIL Head office for releasing the payment through NEFT/RTGS as per practice in vogue. No cash payment 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 Kolkata. The payment will be made only for services provided as per quoted Rates. Payment will be released within 30 (Thirty) days of submission of an invoice/claim by the contractor complete in all respects.

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(ii) The tenderer shall furnish Details of his Bank Account for Electronic Transfer of payments as per format given at (**Annexure-VII**).

**10. MOBILISATION NOTICE:**

The towing of Dredge VII from Haldia Dock Basin area to KP Dock, Kolkata is to be completed within 7 days including mobilization of “TUG”. It is the responsibility of the Towing Contractor to mobilize the Tug and tow DCI DR-VII within the specified period. It is also the responsibility of the Contractor to ascertain weather conditions suitable for towing DCI DR-VII from Haldia Dock area to KP Dock, Kolkata. DCI will place Letter of intent on successful contractor immediately on evaluation of offers. On receipt of Letter of intent, tug should be kept ready for mobilization & should be mobilized only on placing Work Order.

**11. TAXES & DUTIES:**

The Contractor shall be responsible for all the taxes, duties and levies etc. for his tug, if any payable on the marine spread and the tools & tackles and men as applicable for operation of this nature. All pilotage charges payable, any other levies, taxes and charges payable at Haldia and Kolkata for the towing spread shall be to the account of the Contractor.

**12. EMPLOYMENT OF RELATIVES**

12.1 The tenderer shall enclose a certificate that “he / she are not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Shipping, Government of India”. The tenderer shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCIL. (**Annexure -V**)

12.2 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 the bid process and have not committed any offence under the PC Act in connection with the bid. (**Annexure- VI**)

12.3 The tenderer 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. (**Annexure - VI**)

**13. ARBITRATION:**

i) The decision of the Director (Ops. & Tech.) shall be final, conclusive and binding on all parties to 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, designs and drawings and instructions concerning the works or the execution or failure to execute

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the same arising during the course of work and in the maintenance period. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Director (Operations & Technical).

- ii) Any dispute or difference arises between the DCIL 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 (i) or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Chairman Cum Managing Director, Dredging Corporation of India Limited, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation 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 reenactment thereof. This Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre reference period or pendentile. 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.

**14. LIQUIDATED DAMAGES:**

If the contractor fails to perform the services within the period specified in the contract, the DCI shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, as sum equivalent to 1% per day of the contract price will be charged for delay in completion of whole work subject to maximum 10% of the contract price. Once the maximum is reached, the DCI may consider termination of the Contract.

**15. TERMINATION FOR DEFAULT:**

- 15.1 The DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part.
- 15.2 If the Contractor fails to provide the service within stipulated period as specified, or within any extension thereof granted by the DCI.
- 15.3 If the Contractor fails to perform any other obligation(s) under the Contract.
- 15.4 If the Contractor, in the judgment of the DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition.

- 15.5 In the event the DCI terminates the Contract in whole or in part, DCI may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

16. **TERMINATION FOR CONVENIENCE.**

The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI’s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of one week will be given.

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

QTR NO. B/3, CPT / KOPT QUARTERS, NIMAK MAHAL ROAD, KOLKATA - 700043

**PRICE BID (COVER B)**

**NAME OF WORK:** “Supply, manning and running of 01 (one) in number “TUG” of not less than 12 Ton bollard pulls for alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock.

SL. NO.	DESCRIPTION	UNIT	RATE IN FIGURES	RATE IN WORDS
1	Lump Sum Price for “Towing of DCI DREDGE-VII” with alongside tow with suitable Tug having bollard pull not less than 12 Tons, from Haldia Dock to KPD-II, Kolkata including all charges i.e. mobilization, connecting towing spread at Haldia Dock, Towing from Haldia Dock to KPD, Kolkata, securing at the required Jetty at KPD-II, Kolkata /other designated location, Demobilization of the Towing Tug, towing spread and other equipments required for towing activity including all taxes, levies, all expenditure towards insurance, man power, tools and tackles, all expenditure towards obtaining permissions for entry and exit at Haldia dock and Kolkata dock , voyage permissions etc and other charges and duties, taxes if any payable, other expenditure towards towing operation etc including all and excluding GST	Lump sum		

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**1. Bid Form**

Date:

Project in Charge,  
 Dredging Corporation of India Limited,  
 Qtr No. B/3, CPT / KOPT Quarters,  
 Nimak Mahal Road, Kolkata - 700043,  
 Tel. No. 033 24396906  
 E – MAIL ID: pokolkata@dcil.co.in

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 for the sum or such other sums 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 performance security 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 \_\_\_\_\_ 2017\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

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1. **FORM OF BANK GUARANTEE BOND**

**(IN LIEU OF PERFORMANCE SECURITY)**

To  
Dredging Corporation of India Limited  
.....  
.....

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 fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for .....

..... only), we .....(hereinafter referred (indicate the name of the Bank) to as “the Bank” at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceeding .....against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We, .....

(Indicate the name of Bank)

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 ..... (say) .....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.

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4. We ..... further

(Indicate name of the Bank)

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 DCIL 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 on ....., we shall be discharged from all liability under this guarantee thereafter.

5. We, ..... further agree

(Indicate name of the Bank)

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

(Indicate name of the Bank)

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 .....(..... Only).

Dated the .....day of .....2017.

SIGNATURE OF CONTRACTOR



**3. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Bank Guarantee No.

Date

To

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

WHERE AS ..... (hereinafter) called “the Tenderer” has submitted its tender 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” are bound unto the Corporation for the sum of Rs.....(Rupees.....only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

If the Tenderer withdraws his Tender during the period of Tender validity specified in the Tender or having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.

- Fails or refuses to execute the Agreement, if required or
- 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.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupees .....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.

.....  
SIGNATURE OF CONTRACTOR

(Annexure -IV)

**4. FORM OF CONTRACT AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN the  
 \_\_\_\_\_, a body corporate under \_\_\_\_\_ having its registered office at  
 \_\_\_\_\_ (Hereinafter called “the Employer”, “which expression shall  
 unless excluded by or repugnant to the context, 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 context, be deemed to include his/their heirs,  
 executors, administrators, representatives and assigns or successors in office) of the Other Part.

WHEREAS the “Employer” is desirous of  
 \_\_\_\_\_ the 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 WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are  
 respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. That the following documents shall be deemed to form and be read and construed  
 as part of this agreement viz:

- The Contract Agreement
- The Letter of Acceptance/Work order
- The Tender submitted by the Contractor
- Instructions to Tenderer
- Conditions of Contract
- Specification for the Works
- Price Bid
- Correspondence exchanged before the issue of letter of acceptance by which the

Conditions of Contract are amended, varied or modified in any way by mutual consent (to be  
 enumerated).

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

SIGNATURE OF CONTRACTOR

That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

CONTRACTOR

Signature :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

Witness

a) Signature

Signature

Name & Address:

Name & Address:

SIGNATURE OF CONTRACTOR

**PROFORMA**

To  
Project in Charge,  
Dredging Corporation of India Limited,  
Qtr No. B/3, CPT / KOPT Quarters,  
Nimak Mahal Road, Kolkata - 700043,  
Tel. No. 033 24396906

Sir,

Sub: Supply, manning and running of 01 (one) in number “TUG” of not less than 12 Ton bollard pulls for alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock”.– Reg.

A. With reference to your Tender No. DCI/KOL/OPS/Tug-Hire/2017-18, Dated 9.11.2017 and as per Clause No. 12 of General Terms & Conditions of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘or’

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

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

Thanking you,

Yours faithfully,

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

SIGNATURE OF CONTRACTOR

**PROFORMA**

To  
Project in Charge,  
Dredging Corporation of India Limited,  
Qtr No. B/3, CPT / KOPT Quarters,  
Nimak Mahal Road, Kolkata - 700043,  
Tel. No. 033 24396906

Sir,

Sub: Supply, manning and running of 01 (one) in number "TUG" of not less than 12 Ton bollard pulls for alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock"

A. With reference to your Tender No. DCI/KOL/OPS/Tug-Hire/2017-18, Dated 9.11.2017 and as per 12 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 Clause No. 12 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,

**SIGNATURE OF CONTRACTOR**

## PROFORMA

Date:

To  
Project in Charge,  
Dredging Corporation of India Limited,  
Qtr No. B/3, CPT / KOPT Quarters,  
Nimak Mahal Road, Kolkata - 700043,  
Tel. No. 033 24396906

Sir,

Sub: Supply, manning and running of 01 (one) in number "TUG" of not less than 12 Ton bollard pulls for alongside towing of DCI Dredge-VII from Haldia Dock to Kolkata Dock"

With reference to your Tender No. DCI/KOL/OPS/Tug-Hire/2017-18, Dated 9.11.2017 and as per Cl. No. 9(ii) of General Terms & Conditions of Contract of Contract, we hereby furnished our Bank Account details for payment through E-transfer as follows:

- 1 Name of the Firm :
- 2 Name of the Bank :
- 3 Name of the Branch :
- 4 Nature of account :
- 5 Account No. :
- 6 IFSC No. of the Bank :

Thanking you,

Yours faithfully

SIGNATURE OF CONTRACTOR

**INFORMATION TO BE FURNISHED REGARDING GST OF COMPANY/FIRM**

\* HSN code - Harmonized System Nomenclature code

\* SAC - Service Accounting Code

Company Name	
Registered Address	
City	
Pin Code	
State Code	
Country	
Office Telephone No.	
Fax No.	
Contact Person for GST	
Mobile No. of Contact Person	
Email ID of Contract person	-
Registration with GST	
GST TIN	
GST Provisional ID	
GST ARN No allotted at the time of Submission	
Location of Primary place of Business	
PAN No	
TAN No	
HSN /SAC Code *	

SIGNATURE OF CONTRACTOR

**CHECK LIST FOR TECHNO- COMMERCIAL BID- COVER A**

1. A Bid Form **except** the Price Schedule.
2. A list of works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list of vessels / equipment available with the tenderer and which are proposed for deployment for the work.
4. Details of the Tug Proposed for Towing.
5. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of;
  - Audited balance sheet for the last three years; ending March' 17
  - Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information.
  - Brief description of the works carried out
  - List of equipments deployed
  - Contract amount.
  - Time limit for completion.
  - Whether the work has been completed within the stipulated time.
  - Whether any Liquidated Damages have been levied.
6. Earnest money deposit in the form of
  - RTGS/NEFT (electronic receipt/UTR to be enclosed along with tender) **or**
  - Bank Guarantee. (Format at Annexure-III)
7. PAN Number and proof.
8. Proof of Registration with Provident Fund Authorities.
9. GST Registration Number and proof ( Annexure-VIII)
10. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
11. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
12. Information regarding any current litigation in which the tenderer is involved. Enclose for litigation (Annexure-X).
13. Copies of original certificates of Registration etc., of the Tug proposed to be offered to DCI including copy of the existing Insurance policy covering the Hull, crew and third party.

SIGNATURE OF CONTRACTOR



14. Copy of clear title of the ownership of the Tug. If the tenderer is not the owner of the Tug, necessary documents in support of the authorization granted by the owner of the Tug to the tenderer to offer and operate the Tug by the tenderer. (This authorization shall be executed on a stamp paper duly Notarized).
15. Purchased Tender Document duly signed on all the pages by tenderer.
16. Annexure (V to VIII) duly filled and signed.
17. Price Bid (Cover B)  
The bidder shall quote his price only in the price schedule and seal as Cover B.
18. DCI reserves the right to inspect the tug and seek any other details/documents to ascertain the competence of the tenderer.