

### **CORRIGENDUM-1**

As per the tender Section-II, Instructions to Bidders (ITB) Clause no.22, page 12 of 45 Award Criteria "Subject to ITB clause 24, The DCI will award the contract to the successful bidder whose bid has been determine to be the lowest evaluated bid. However, DCI reserves the right to accept or reject any bid as specified in clause 26 of ITB".

This may please be read as "Subject to ITB clause 24, DCI will award the contract to the successful bidder whose bid has been determine to be the lowest evaluated bid. However, DCI reserves the right to accept or reject any bid as specified in clause 25 of ITB".

No change in other Text

DREDGING CORPORATION OF INDIA LIMITED

REGIONAL OFFICE: PARADIP

ROOM NO.5 & 6 FIRST FLOOR,

OLD TRADE CENTRE, NEAR HANUMAN TEMPLE,

PARADIP- 754142, TELEPHONE NO. 06722 -221161

E – MAIL ID: [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in) , Contact No. 9515128595 / 9000897201

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Ref: DCIL/PDP/OPS/12A/ BOAT(S)/2020-21/

Date: 29-05-2020

Name of the work: "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M, for DCI intended works at Paradip.

Tender issued to:

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

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\_\_\_\_\_

\_\_\_\_\_



Project Manager  
M/s. Dredging Corporation Of India Ltd.  
Regional Office Paradip

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Date: 29-05-2020

TENDER FOR

Name of work: "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M, for DCI intended works at Paradip.

DUE DATES:

1	Issue of Tenders	:	29-05-2020 to 08-06-2020 up to 15:00 Hrs.
2	Last date of receipt of Tenders	:	08-06-2020 up to 15:00 Hrs
3	Opening of Techno commercial Bids (Cover A)	:	08-06-2020 at 15:30 Hrs



Project Manager  
M/s. Dredging Corporation Of India Ltd.  
Regional Office Paradip

# DREDGING CORPORATION OF INDIA LIMITED

REGIONAL OFFICE: PARADIP

ROOM NO.5 & 6 FIRST FLOOR,

OLD TRADE CENTRE, NEAR HANUMAN TEMPLE,

PARADIP- 754142, TELEPHONE NO. 06722 -221161

E – MAIL ID: [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in) , Contact No. 9515128595 / 900897201

Ref: DCIL/PDP/OPS/12A/ BOAT(S)/2020-21/

Date: 29-05-2020

## SECTION-I

### INVITATION FOR BIDS (IFB)

Sealed Tenders are invited in two covers (i.e.) Cover-A "Techno-Commercial Bid" and Cover-B "Financial Bid" by Dredging Corporation Of India Limited, Project Office, Paradip, Room No.5&6 1st Floor, Old Trade Centre, near Hanuman Temple, Paradip- 754142, Odisha for following from competent and experienced contractors for the below said work.

1.	Name of Work	: "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M for DCI intended works at Paradip.
2.	Period of Contract	: 06 Months (180 Days) from the date of issue of work order and extendable for further 06 Months (180 Days) at the discretion of DCI at the same rates terms and conditions. : However the curtailment of original period /extended period of contract if any will be at the discretion of DCI
3.	Earnest Money Deposit	: Rs.30,600.00 (Rupees Thirty Thousand Six 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-530001. IFSC/RTGS No: - SYN0003583, Swift Code No. SYNBINBB032
4	Issue of Tenders	: 29-05-2020 to 08-06-2020 up to 15:00 Hrs from the office of the Project Manager M/s. Dredging Corporation of India Limited. Project Office, Paradip, Room No.5&6 1st Floor, Old Trade Centre, near Hanuman Temple, Paradip- 754142 , E-Mail ID: <a href="mailto:poparadip@dcii.co.in">poparadip@dcii.co.in</a> Phone: 06722 -221161

5	Last date of receipt of Tenders	:	08-06-2020 up to 15:00 Hrs in the Office of Project Manager Dredging Corporation of India Limited. Project Office, Paradip, Room No.5&6 1st Floor, Old Trade Centre, near Hanuman Temple, Paradip-754142 ., E-Mail ID: poparadip@dcii.co.in Phone: 06722 -221161
6	Opening of Techno-Commercial Bids	:	08-06-2020 at 15:30 Hrs in the Office of Project Manager Dredging Corporation of India Limited. Project Office, Paradip, Room No.5&6 1st Floor, Old Trade Centre, near Hanuman Temple, Paradip-754142 ., E-Mail ID: poparadip@dcii.co.in Phone: 06722 -221161
7	Cost of Tender Documents	:	Rs 1180.00 (Rupees One Thousand one Hundred and Eighty only) (nonrefundable) 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:- SYNBO003583 , MICR code: 530025003 SWIFT Code No:- SYNBINBB032

The Detailed NIT and Complete Tender Document are hosted in DCI & its associated web sites [www.dredgeindia.com](http://www.dredgeindia.com) & [www.eprocure.gov.in](http://www.eprocure.gov.in) . Interested parties may visit the same. The blank proposal document can be down loaded from our Website by remitting an amount of Rs.1180.00 inclusive 18% GST (Rupees One Thousand one Hundred and Eighty only) through NEFT/RTGS and the copy of electronic receipt/UTR should be submitted with Technical Bid.

The details 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: - SYNBO003583

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.

Pre-Qualification Criteria:

1. Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which tenders are invited should be either one of the following.
  - i) Three similar completed works each costing not less than Rs.12.24 lakhs.  
or
  - ii) Two similar completed works each costing not less than Rs.15.30 lakhs.  
or
  - iii) One similar completed works each costing not less than Rs.24.48 lakhs.
2. Average Annual financial turn over (Profit & Loss) during last 3 years ending 31 March 2019 should be at least Rs.9.18 Lakhs.

Note: i) Work Completion certificate(s) along with Work Order(s) to be submitted as a proof for similar works.

ii) Similar works means "Having experience of Supply, manning and running of wooden hull Mechanized Boat of not less than 100 HP capacity worked for in any Port or Public / Private sector organization on hire basis".

Interested eligible Tenderers may download the Tenders documents on our websites indicated above and the tenderers may contact following persons for any clarifications regarding tenders from 10:00Hrs to 17:00Hrs on all working days at:

Project Manager  
Dredging Corporation of India Limited.  
Project Office, Paradip, Room No.5&6 1st Floor,  
Old Trade Centre, near Hanuman Temple, Paradip- 754142  
E-Mail ID: [poparadip@dcil.co.in](mailto:poparadip@dcil.co.in), Telephone No. 9515128595/9000897201



Project Manager  
M/s. Dredging Corporation Of India Ltd.  
Regional Office Paradip

## SCOPE OF WORK

Name of work: “Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP f with a minimum speed of 6 Knots and draught not more than 2.00 M for DCI intended works at Paradip. -Reg.

Description of Works:

- A. We, M/s. Dredging Corporation of India Ltd., Paradip has been awarded the work for “Capital Dredging & Annual Maintenance Dredging works, its approaches, and other areas of Paradip Port Trust.

In this connection DCI is desires to hire the boat services for “Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M, for DCI intended works at Paradip. Further, requirement of one additional boat if any should be supplied on as and when required basis.

The boat services will be engaged on daily 24Hrs (Round the clock) basis within the break waters / Paradip Port waters and 1.0 Nautical Mile (NM) beyond of break waters on as and when required on Trip basis. Informatively, paradip Port Waters are Outer approach Channel, Inner Channel, Sand Trap, North, South and Central dock Complex, Turning Circle etc.

The boat services shall attend the following works on as and when required basis.

- (i) The boat should be capable to ply in all sea weather conditions of all season in a year. The sea worthy boat shall be deployed to carry out routine services to DCI dredger(s)/ Crafts (TSHD, CSD, BH1 & Multicat) for transportation of DCI / Workshop men & materials from shore point at Paradip Signal Station jetty or Cost Guard Jetty or from any specified jetty to DCI Dredger(s) /Crafts and vice versa within and beyond break waters throughout the contract period including extended period if any..
- (ii) For connecting dredger(s) & Shore the store items, dredger spares, lube oil-drums, provisions and other connected works.
- (iii) For Shifting / towing of CSD / ID dredgers / BH1 from one place to other place for positioning/repositioning the dredger(s) as per operational requirement.
- (iv) For Pipeline works towards towing, pulling & pushing of 800/750mm dia & 500/450mm dia “Self Floating Pipeline” (SFPL).
- (v) The boat services will also be utilized towards diving works, underwater inspection CCTV etc.,
- (vi) For conducting hydrographic survey within break waters and beyond break waters on as and when required basis.
- (vii) For connecting Garbage & Scrap from Dredger(s) to shore on Master call.

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SECTION II.  
INSTRUCTIONS TO BIDDERS- (ITB)

A. Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all Boat Contractors who satisfy the conditions stipulated in the bid document.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Limited (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 1.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the DCI will in no way be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Content of Bidding Documents

- 3.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:
  - a) Instructions to Bidders (ITB)
  - b) General Conditions of Contract (GCC)
  - c) Special Conditions of Contract (SCC)
  - d) Technical Specifications
  - e) Sample Forms containing the following:
    - Bid Form
    - Price Schedules
    - Proforma For Bank Guarantee for Earnest Money Deposit
    - Agreement Form
    - Performance Security Form
    - Qualification Requirements
    - Details of the Mechanized Hull Boat proposed for hire
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.



4. Amendment of Bidding Documents

- 4.1 At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 4.2 The amendment will be hosted on websites only. Prospective bidders are requested to see the web site regularly till submission of tender. No separate communication/ correspondence or amendment shall be published in the newspapers.
- 4.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

5. Language of Bid

- 5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DCI shall be in English only.

6. Documents Comprising the Bid

- 6.1 The Bids shall be in Two Cover System consisting of
  - ❖ Techno Commercial Bid (Cover A); and
  - ❖ Price Bid (Cover B)
- 6.2 The "Techno Commercial Bid" (Cover A) prepared by the Bidder shall comprise the following components:
  - 6.2.1 A Bid Form except the Price Schedule completed in accordance with ITB Clause 7.1
  - 6.3 A list of works tendered for and in hand / being executed as on the date of submission of tender.
  - 6.4 A detailed list of Boat(s) available with the tenderer and which is proposed for deployment for the subject work under consideration including their specification.
  - 6.5 Documentary evidence established in accordance with ITB Clause 10 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31<sup>st</sup> March 2019.
  - 6.6 Copy of electronic receipt/UTR for Rs. 1180.00 remitted through NEFT/RTGS to DCI towards tender document cost.
  - 6.7 Earnest Money Deposit of Rs.30,600.00 (Rupees Thirty Thousand Six Hundred only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed.
  - 6.8 Copy of PAN issued by Income Tax Authorities.
  - 6.9 Copy of certificate for GST Registration Number
  - 6.10 Copy of Registration with Provident Fund Authorities.
  - 6.11 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
  - 6.12 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
  - 6.13 The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved (Annexure-III).
  - 6.14 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 Shipping, Government of India. The Contractor 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).
- 6.15 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).
- 6.16 The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid. (Annexure-II)
- 6.17 Details of Bank Account for Electronic Transfer of payments (Annexure-IV)
- 6.18 Vendor Registration Form (Annexure-V).
- 6.19 Downloaded / Purchased Tender Document duly signed and dated on all the pages by tenderer.

7. Bid Form

- 7.1 The Bidder shall complete the Bid Form except the Price Schedule furnished in the Bidding Document along with the enclosures and enclose the same in the cover containing the "Techno-Commercial Bid" - (Cover A) and properly sealed.

8. Bid Prices

- 8.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and include it in the cover containing the "Price Bid" - (Cover B) and properly sealed.
- 8.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and enclose it in the Price Bid. The bidder should not indicate the prices anywhere directly or indirectly in the "Techno Commercial Bid". Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions. Conditional tenders are liable for summary rejections.

9. Bid Currencies

- 9.1 Prices shall be quoted in Indian Rupees only.

10. Documents Establishing Bidder's Eligibility and Qualifications

- 10.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 10.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the DCI's satisfaction that the Bidder has the financial , technical capability and competency, necessary to perform the contract as Per Qualification Requirements Form No.7.
- 10.3 The bidder should furnish the details of the mechanized Boat proposed for hiring as mentioned in Sample Forms Form No.3.

11. Period of Validity of Bids

- 11.1 The Tenderer should keep open the validity of the Bid for 120 days from the due date of submission of bids. It is also obligatory for the Tenderer to keep the validity open for another 30 days before the expiry of the initial validity period of 120 days. 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.

11.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided shall also be suitably extended.

12. Format and Signing of Bid

12.1 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

12.2 The tenderer should sign on all pages of tender document with Date.

D. Submission of Bids

13. Sealing and Marking of Bids

13.1 The Techno-Commercial Bid along with all enclosures to be put in a sealed cover superscripted with the words - Cover-A "Techno-Commercial Bid" for the work "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M, for DCI intended works at Paradip to be submitted within the specified due date and time.

13.2 The Price Bid containing only tendered amount is required to be put in another sealed cover superscripted with the words – Cover-B "Price Bid" for the work "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M, for DCI intended works at Paradip", Price Bid of those Tenderers found technically qualified will be opened on a suitable date, which will be informed later.

13.3 Tenderer should ensure that his tendered amount as per Cover-B is not mentioned in any other document directly or indirectly. The duly sealed covers A & B are to be put in a separate main sealed cover superscripted with the words "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M, for DCI intended works at Paradip to be submitted to the tender box of DCIL, PO Paradip, Old Trade Centre, 1<sup>st</sup> Floor, Suit No- 5&6, Near Hanuman Temple, Paradip Port-754142 on or before 15:00 Hrs on 08-06-2020.

13.4 If the outer cover is not sealed and marked as required the DCI will assume no responsibility for the bid's misplacement or premature opening.

14. Deadline for Submission of Bids

14.1 Bids must be received by the DCI at the address specified under Invitation To Bids (ITB) not later than the time and date specified therein.

14.2 In the event of specified date for the submission of bids, being declared a holiday for the DCI, the bids will be received up to the appointed time on the next working day.

14.3 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 4.3, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Bids:

15.1 Any bid received by the DCI after the deadline for submission of bids will be rejected.

16. Modification of Bids

- 16.1 The Bidder cannot modify or withdraw its bid after the bid's submission.

E. Opening and Evaluation of Bids

17. Opening of Bids by DCI

- 17.1 DCI will open all the outer covers containing both sealed Covers A and B of the bids and the Cover 'A' Techno-Commercial Bids only in the presence of bidders' representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.
- 17.2 All the Covers B containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.
- 17.3 The bidders' names, bid modifications or withdrawals and the presence or absence of requisite earnest money deposit and such other details as the DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Techno-Commercial Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 15

18. Clarification of Bids

- 18.1 During technical evaluation of the bids, the DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

19. Preliminary Examination

- 19.1 The DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Evaluation and Comparison of Bids

- 19.2 The Cover B containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time of opening of Cover B - Price Bid, will be intimated to the party soon after opening of Technical Bid Cover- A . The opening of price bid shall be notified to all the technically qualified bidders.
- 19.3 Arithmetical errors will be rectified on the following basis:  
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

20. Contacting the Dredging Corporation of India Ltd. (DCI)

- 20.1 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact DCI on any matter related to the Bid, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

21. Post –qualification

- 21.1 In the absence of pre-qualification, the DCI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Techno-Commercial Bid.
- 21.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the DCI deems necessary and appropriate.

22. Award Criteria

Subject to ITB Clause 24, the DCI will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, DCI reserves the right to accept or reject any bid as specified in Clause 26 of ITB.

23. Right to Vary Period of Contract at Time of Award:

Initial contract period is for six months (180 Days), before expiry of contract period; DCI may give written notice intimating the Contractor to extend the contract for further period of six months (180 Days) or less. For all such extensions given by DCI, Contractor has to execute the work at the same agreed rates, terms and conditions of the existing contract.

In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 02 days' notice of termination. In this case the tenderer shall not have any additional claim whatsoever.

During the contract period and extended period, Contract shall be terminated by giving 02 days notice by the Project office, Paradip 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.

24. Notification of Award

- 24.1 Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing by registered letter /e-mail, to be confirmed in writing by registered letter, that its bid has been accepted.
- 24.2 The notification of award will constitute the formation of the Contract.

25. Corrupt or Fraudulent Practices

- 25.1 The DCI requires that the Bidders/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DCI:
- 25.2 defines, for the purposes of this provision, the terms set forth below as follows:
- 25.3 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; and
- 25.4 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;
- 25.5 will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.

27. General:

- 27.1 Bid Documents are not transferable.
- 27.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.
- 27.3 All Signatures in the document shall be dated.
- 27.4 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.
- 27.5 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 27.6 All correspondences must be made to the Project Manager Paradip.
- 27.7 In case of corrigendum/addendum regarding the subject tender work, DCI will publish the same only on DCI and its associated websites till one day before last date of submission. Tenderers are requested to see the website accordingly.

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SECTION III  
GENERAL CONDITIONS OF CONTRACT  
(GCC)

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- 1.1.1. "Corporation" means the Dredging Corporation of India Limited (DCI).
- 1.1.2. "Chairman" means the Chairman of DCI.
- 1.1.3. ["Managing Director (MD)"] means the [Managing Director of DCI].
- 1.1.4. "The Contract" means the agreement entered into between the DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.5. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.1.6. "The Contractor" means the individual or firm or company supplying the Services under this Contract and named in SCC.
- 1.1.7. "The Services" means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- 1.1.8. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".
- 1.1.9. "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.1.10. "Engineer" means the DCI's official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.
- 1.1.11. "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- 1.1.12. "Contractor" means the person or persons, firm or company whose tender / offer has been accepted by the DCI and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCI.
- 1.1.13. "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.1.14. "GCC" mean the General Conditions of Contract contained in this section.
- 1.1.15. "SCC" means the Special Conditions of Contract.
- 1.1.16. "Day" means calendar day.
- 1.1.17. "Month" means the English calendar month.
- 1.1.18. "Singular/Plural" Word importing the singular only, also includes the plural and vice-verse where the context so requires.

1.1.19. "The heading /Marginal Notes" in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

1.1.20. "Site" means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the DCI for the purpose of the Contract.

## 2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in this and other parts of the Contract.

## 3. Standards

3.1 The services provided under this contract shall conform to the Standards mentioned in "Technical Specifications".

## 4. The Contract & General Obligations of Contractor:

### 4.1 Applicability of Laws on the Contract:

The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Andhra Pradesh, India, including the following Acts.

4.1.1 The Indian Contract Act, 1872

4.1.2 The Major Port Trust Act, 1963

4.1.3 The Workmen's Compensation Act, 1923

4.1.4 The Minimum Wages Act, 1948

4.1.5 The Contract Labour (Regulation & Abolition) Act, 1970.

4.1.6 The Dock Workers' Act, 1948

4.1.7 The Indian Arbitration and Conciliation Act (1996)

### 4.2 Contractor to Execute Contract Agreement:

After receipt of work order and within 10 days, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract.

### 4.3 Interpretation of Contract Document – Engineers' Power

Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

### 4.4 Contractor Cannot Sub-let the Work

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants, or workmen as



fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and

(b) For his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of laborers on a "Piece rate" basis shall not be deemed to be subletting under this clause.

4.5 Contractors' Price is Inclusive of All Costs.

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing Boat services including Fuel, oil, grease, wages of crew, mobilization, demobilization, port dues, port entry passes, and all consumable items related to boat operational, repairs, maintenance wharfage/ jetty charges, payment of fees, duties taxes including fuel escalation and GST to the appropriate authorities and other things of every kind required for the completion of work.

For the purpose of payment towards GST, the registration number of GST of the contractor shall be printed on the bill voucher.

4.6 Contractor is Responsible for safety of all men and material on boat:

The Contractor shall be solely responsible for all adequacy, stability and safety of all boat operations, even if any prior approval thereto has been taken from the Engineer or his Representative.

4.7 Contractor to Supervise the Works

Necessary and adequate supervision shall be provided by the contractor during execution of contract. The contractor or his competent and authorized agent or representative shall constantly be at site and instructions given to him by the Engineer or his Representative shall be binding upon the Contractor subject to limitation specified in the Contract.

4.8 Contractor to deploy qualified personnel

The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons who is capable of and has experience in executing the work. Engineer shall be at liberty to direct the contractor to stop deployment of any of his staff, workmen or officials at site.

Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

4.9 Contractor is Responsible for all Damages to other Structures/ Persons, Caused by him while Executing the Work

The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnity and keep indemnified the DCI against claim for injury, loss or damage caused by the Contractor in connection with the execution of the work to

the aforesaid properties, structures and services and / or to any person including the Contractor's workmen. Cost of insurance Cover, if any, taken by the Contractor shall not be reimbursed by the DCI, unless otherwise stipulated in the Contract.

4.10 Fossils, Treasures troves etc are DCI's property

The contractor shall immediately inform the Engineers representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archeological importance be discovered at site which shall remain the property of the DCI and protect them from being damaged by his workmen and arrange for disposal of them at the DCI's expense as per the instruction of the Engineers representative.

4.11 Contractor to Indemnify the DCI against all Claims for Loss, Damage etc.

The Contractor shall be deemed to have indemnified the DCI against all claims, demands, actions and proceedings and all costs arising there from on account of:

- 4.11.1 Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- 4.11.2 Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- 4.11.3 Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private properties belonging to the DCI &, PPT or any other person.
- 4.11.4 Pollution of waterway and damage caused to river, lock, sea wall or other structures related to waterway, in operating contractor's vessels /equipment.
- 4.11.5 The contractors default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his representative to the workmen of the DCI and other agencies employed by or with the permission and/or knowledge of the DCI on or near the site of work.
- 4.11.6 The Contractor should make his own arrangements at his cost for a suitable berth during non working time, repair and maintenance, breakdown and any other purpose etc. when the Boat is not being engaged by DCI.
- 4.11.7 The Boat should be adequately lit as per port rules/ Concern Authority norms and regulations and should have adequate lighting arrangements during embarking and disembarking at the jetty or at the dredger or at any other place.
- 4.11.8 A logbook shall be maintained by the Contractor and to be certified on daily basis by DCI representative nominated by RGM / PIC/ Master of vessels/ Pipeline in charge, which shall form the basis for the payment.
- 4.11.9 The Contractor has to follow all safety regulations while carrying out the work
- 4.11.10 The wooden Hull Boat should be available for operations round the clock at the disposal of DCI.
- 4.11.11 As DCI is an ISO 14001:2015 (Environmental Management System) certified company, DCI committed for prevention of pollution by implementing friendly operational procedures. Hence, the contractor shall comply with all statutory and regulatory requirements pertaining with environmental protection. Also, the

contractor shall adopt the Environmental friendly procedures for execution of work to the maximum possible extent.

4.12 Mobilization period

The contractor should mobilization the offered boat within 5 (Five) days from date of placing of work order. For any delay in mobilization LD as per Cl.15 of GCC is applicable.

In case of requirement of additional boat if any, the contractor shall arrange the additional boat with the same tender specifications at agreed rates, terms and conditions of existing contract within 3 (Three) days notice.

4.13 Contractor not to Publish Photograph Particulars of Work

The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

4.14 Work to Cause Minimum Possible Hindrance to Traffic Movement

The work has to be carried out by the Contractor causing the minimum hindrance for any maritime traffic.

4.15 DCI's Lien on Contractor's Plant & Equipment

All constructional plants, temporary works and materials when brought to the site by the Contractor, shall be deemed to be the property of the DCI who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

5. Use of Contract Document and Information:

5.1 The Contractor shall not, without the DCI's prior written consent, disclose Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the DCI in connection therewith to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The contractor shall not, without the DCI's prior written consent, make use of any document or information enumerated in clause 5.1 except for purposes of performing the Contract.

5.3 If the Contractor violates the secrecy requirement of sub clauses 5.1 and 5.2 indicated above, the DCI has an option to cancel the contract.

5.4 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of the DCI and shall be returned (in all copies) to the DCI on completion of the Contractor's performance under the Contract if so required by the DCI.

## 6. Performance Security

- 6.1 Within Ten (10) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to the DCI at 10% of the value of contract for a period of six months considering two boat(s).
- 6.2.1 Alternatively at the contractors option, Out of 10%, a sum equal to 5% of the value of contract for a period of six months considering two boat(s) shall be deposited after adjustment of EMD amount (EMD can be converted as part of the performance Security Deposit) by the contractor as Performance Security Deposit within 10 days from the receipt of notification of award of the Contract.
- 6.2.2 The balance 5% of the value of contract for a period of six months considering two boat(s), shall be shall be deducted from the monthly running bills.
- 6.3. In case the contract is further extended, Performance Security Deposit to be submitted for the extended period as per above SI. No. 6.2.1 & 6.2.2 of Performance Security.
- 6.4 If contractor wish to Submit BG, it shall be valid till completion of entire contract period.
- 6.5 The performance Security will be discharged by the DCI and returned to the contractor after releasing of full and final bill and submission of No Due & No Claim certificate by the party.

## 7.0 Insurance

- 7.1 The contractor's equipment and other things brought on to the site by the contractor should be insured.
- 7.2 Against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).
- 7.3 Against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen)
- 7.4 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected ( Insurance for Hull & Machinery, Third Party & Accident to Workmen)
- 7.5 The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.
- 7.6 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.
- 7.7 The Contractor shall take "Insurance" cover for the Third Party insurance covering 10 no's passenger. To that effect copies of Insurance Policies are to be submitted to Project Manager, DCIL, Paradip before release of the first monthly bill.

## 8. Payment

- 8.1 The Contractor's request(s) for monthly bill(s) shall be submitted to the Project Manager, DCIL Paradip in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 8.2 The Bill for Services rendered will be scrutinized and forward by Project Manager, Paradip 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.

- 8.3 The work done certificate/ logbook shall be certified by DCI Representative or the person nominated by Project Manager/Master of vessels at Paradip. The payment will be made only for services provided as per final agreed Rates.
- 8.4 Payment will be released within 45 (Forty Five) days of submission of an invoice / claim by the contractor after deduction of statutory recoveries like TDS etc .
- 8.5 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill/invoice.
- 8.6 In case the performance of the contractor is not up to the mark, Project Manager Paradip is having full authority to restrict the payment proportionately / pro-rata basis. In this matter, the decision of the Project Manager Paradip shall be final and binding on the contractor.

#### 9. Change Orders

- 9.1 The DCI may at any time by a written order given to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 9.2 If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the DCI's change order.

#### 10. Delays in the Contractor's Performance and penalty:

- 10.1 The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the DCI in the Schedule of Requirements.
- 10.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCI in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the DCI shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 10.3 Notwithstanding above in the event of any breakdown and non-availability of the offered Boat at site for the purpose of DCI, retention charges are not payable during the period of breakdown. In case of estimated breakdown period exceeding by one day, suitable replacement to be provided within one day from day of breakdown / non-availability of Boat. The replaced Boat shall be of same specifications as mentioned in the tender. No mobilization /de-mobilization, fuel escalation is payable for the replaced Boat. In case of failure in providing boat services, DCIL shall engage Boat services form other party on risk and cost basis.
- 10.4 Except as provided under GCC Clause 13, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the

imposition of Liquidated Damages, unless an extension of time is agreed upon pursuant to GCC Clause 10.2 without the application of liquidated damages.

11. Liquidated Damages

- 11.1 If party fails to mobilize the offered Boat within 5 (Five) Days from the date of issue of work order, DCI shall without prejudice to other remedies under the contract, deduct from the contract price, a sum equal to 1% per week or prorate of contract value subject to maximum of 10%. AND
- 11.2 Failure or delay to provide Boat / additional boat service as per requirement or failure to provide replacement in the event of breakdown of mobilized Boat, a sum equivalent to 1% per week or prorate of Work order value subject to maximum of 10% of contract value will be recovered. Once 10% of contract value is attained, the contract will be terminated by forfeiting the EMD and performance security subject to Cl.12.

12. Termination for Default

- 12.1 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:
- 12.1.1. if the Contractor fails to provide the service during the contract or within any extension thereof granted by the DCI pursuant to GCC Clause 10; or
- 12.1.2. If the Contractor fails to perform any other obligation(s) under the Contract.
- 12.1.3. 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:  
"Corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.
- 12.1.4. In the event the DCI terminates the Contract in whole or in part, pursuant to GCC Clause 12.1, the 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.

13. Force Majeure:

- 13.1 Notwithstanding the provisions of GCC Clauses 10, 11, 12 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 13.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not

foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes.

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

14. Termination for Insolvency

- 14.1 The DCI may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DCI.

15. Termination for Convenience

- 15.1 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. EMD and Performance security will be released subject to penalty/LD if any.

16. Settlement of Disputes

The decision of the [Chief General Manager] 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 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 [Chief General Manager]

Should any dispute or difference arise between the Corporation and the Contractor in connection with this contract or as to the rights and liabilities of the parties hereto (except where otherwise provided in the contract) shall be referred to arbitration by a Sole Arbitrator, a person to be nominated and appointed by the 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 and Conciliation Act, 1996. The Arbitrator shall give a reasoned award. It shall be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The 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 during pendentelite. The venue for the Arbitration shall be Visakhapatnam and the Courts at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

17. Limitation of Liability:

Except in cases of negligence or willful misconduct, the Contractor shall not be liable to the DCI, whether in contract, 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.

18. 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.

19. Applicable Law

The Contract shall be interpreted in accordance with the laws of India.

20. Taxes and Duties

20.1 The contractor shall pay all statutory taxes, port dues/charges, licenses etc., for stationing and for lying the boat/launch at Paradip Port shall be borne by the contractor and the rate is deemed to have included for all the expenses such as, GST , levies, duties, etc. which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.

21 Income Tax Deduction:

Deduction of income tax shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act.

22. Earnest Money Deposit: Tender 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 which are incomplete in any respect are liable to be rejected summarily.

22.1 The EMD shall be refunded to the unsuccessful tenders without interest, after finalization of the tender. The EMD submitted to the successful Tenderer shall be converted into Performance Security Deposit and will be released after satisfactory completion of entire contract period without interest.

22.2 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 favor of the corporation.

23. Notices

23.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by Fax / e-mail and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

23.3 Canvassing in connection with the Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable for outright rejection.

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SECTION III  
SPECIAL CONDITIONS OF CONTRACT  
(SCC)

REQUIRED BOAT SPECIFICATIONS:

1. The Boat shall have the following amenities / arrangements / provisions to utilize for project works.
  - (i) The offered boats should be capable to ply in all sea and weather conditions of all the seasons in a year. The suitable sea worthy boat for the above purpose shall be deployed to carry out DCI intended works at Paradip Port waters throughout the contract period including extension period if any.
  - (ii) The boat should be maintained in hygienic condition and Sanitizers & Fresh drinking water should be available on boat throughout the contract period.
  - (iii) All the required statutory certificates and insurances must remain valid throughout the entire period of contract, including extension period, if any.
  - (iv) The Horse Power should not be less than 100 HP with a minimum speed of 6 knots and draught should not be more than 2.00 meter.
  - (v) Ample space for seating with hygienic condition.
  - (vi) The boat should have ceiling properly covered with canopy protecting from Sun and Rain or permanent cabin for men, survey equipment's, material . The boat should have proper side railing etc.
  - (vii) Radio communication system, statutory requirements such Life Saving Appliances, Fire Fighting Appliances and experienced helmsman as per relevant rules.
  - (viii) Good maneuverability and Ample space for transporting of men, material, stores, spares, etc.
  - (ix) Suitable arrangements for towing such as Bollards sides (PORT and STBD) on aft & forward and should be capable of pull / push / shift CSD & ID Ganga / Pipeline etc.. Within the Port Limits.
  - (x) At least two DC power points of 24 Volts each should be available in the wheel house for connecting hydro graphic survey equipments.
  - (xi) Necessary alterations for fixing of Survey equipments will be on account of contractor, if required by DCI.
  - (xii) The crew provided for manning the Boat should be proficient in Hindi/English and must obey DCI instruction received and should not be argumentative in nature causing delay in work.
  - (xiii) Copies of Original Certificates of such as Insurance of Boat & Machinery, (Form-I -Book of Registry), (Form-II -Certificate of Registration of Boat) (Form-III- Boat License) issued by IWT and Form A –Plying Permission issued by DC, PPT

should remain valid throughout the entire period of contract & extended period if any.

- (xiv) The Boat should be of sufficient length & width and robust in construction and should withstand sea rolling, swell and wave condition at open sea during all season.
  - (xv) Boat should have minimum carrying capacity of 1(One) Ton from shore to vessel or vessel to vessel as and when required.
  - (xvi) The Boat should be adequately lit as per port rules/ Concern Authority norms and regulations and Navigation Lights must work properly.
  - (xvii) Good communication stem should be available onboard such as VHF & AIS.
2. The Boat shall be used on 24 hrs basis (Round the clock) as per the requirement of Master of the dredger /Pipeline-In-Charge/ Project Manager / DCI Representative.
  3. However, the actual requirement of trips may vary depending upon the actual operational requirements of the DCI dredger and pipeline works.
  4. The Tenderer shall be deemed to have inspected the site and acquainted himself with the scope of work, sea and weather conditions and other local conditions affecting the supply of boat before submission of Tender. Claim made on account of any variation in conditions and insufficiency of the above data shall not be entertained.
  5. Contractor shall be responsible for ensuring supply of boat without any interruption to the routine trip to DCI Dredger, diving, Pipeline, Survey works and other project works on as and when required basis.
  6. During the breakdown of the boat, a substitute boat of capacity equivalent or more meeting tender specifications shall be arranged at his own cost and shall ensure that there is no interruption in supply of boat. If the breakdown is short period, in such cases breakdown period shall be deducted on pro rata basis for non-availability of boat(s).
  7. In case the Tenderer fails to supply a substitute boat, the Corporation without prejudice to rights and other remedies available under the contract reserves the right to get the boat supplied through other Agencies at the risk and cost of the contractor and to deduct the difference in sums from the contractor from his bills or from any amounts due to the contractor. In the event of any dispute arising in this regard, the decision of the Project Manager, PO Paradip shall be final and binding on both the parties.
  8. On opening of technical bids, at the instructions of DCI and as a part of technical evaluation, the participated tenderers shall arrange the boat ready and available within Paradip for inspection within 05 days from the date of opening of Technical Bid. And produce all statutory original valid certificates such as boat registration certificate, plying license, Insurance, competency and certificates of boat, crew testimonials and Ownership document of the boat etc.
  9. Sunken equipment: In case the boat or any equipment/material runs aground or sinks for any cause whatsoever, it shall immediately be reported by the Contractor to the Competent Authority and Contractor shall forthwith at his own cost re-float or

raise or remove the wreck of boat/equipment/materials at his cost or otherwise deal with the same as port/ DCI may direct, so that the Port Waters are always kept navigable and clear and until the same shall be raised, removed and cleared, the contractor should make arrangements at his cost to mark with buoys during day time and at night display lights and do all such things for the safety of navigation as may be required by Paradip Port Authorities / Port regulations. In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, the port/DCI may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the port/DCI to hold the Contractor liable and all expenses and consequences thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the port/DCI or may be deducted by the port/ DCI from any money due or which may become due to the Contractor.

15. In case of curtailment of the contract period, the contractor shall be informed of the same in advance by serving a 02 days' notice of termination. In either case the contractor shall not have any additional claim whatsoever. Contract shall be terminated by giving 2 days notice by the Project Office, Paradip, if the services of the contractor are found to be inadequate or unsatisfactory or in violation of the terms/conditions of the contract, without prejudice to its rights and remedies.
16. In the event of temporary suspension due to discontinue of the project work/ during major break down of DCI dredger etc , the contract shall be suspended temporarily by giving 02 (Two) days notice to the contractor and 2 (Two) days notice for resuming the work.
17. The Crew members employed by the Tenderer should also have valid certificate / license as required by Paradip Port / relevant Authorities.
18. In case of failure to arrange substitute boat or due to poor performance / frequent break downs, the corporation will have the right to terminate the contract and take suitable remedial measures at the risk and cost of the contractor and EMD and Performance Security will be forfeited.
19. If any sum be recoverable from the Contractor, the same shall be recovered first from any sum due to the contractor against any current bill of the Contractor and/or from his dues or from any sums payable to the Contractor from other contracts with Corporation and the same shall be paid on demand as debt due to the Corporation.
20. The Boat should be of shallow draught, not more than 2.00 meters and should ply in shallow water within Paradip Port waters.
21. The Tenderer shall arrange for inspection and trial run of the boat along with relevant documents for the committee or the nominated representative (s) of DCI at his cost and all other related expenses are to be borne by the Tenderer. The DCI inspection team will inspect offered boat of participated tenderers after opening

technical bid. The decision of Project Manager, DCI, PO Paradip office Odisha about the suitability of the boat will be final.

22. In the matter of interpretation of terms and conditions, special conditions etc. covered under various clauses of this contract, the decision of Project Manager, DCI PO Paradip, shall be final and binding on the Tenderer.
23. In the event of breach of contract by the Contractor and / or the Tender is cancelled due to default on the part of the Contractor, the balance of work to be carried out is awarded to another agency at the risk and cost of the Contractor, the Corporation shall be entitled to withhold any sum due as a result of the said breach or default.
24. Placing and tie-up/securing of proposed Boat is fully bidder's responsibility. All the permission and other formalities will be taken by the bidders. For the same DCI will not pay any other extra payment.
25. DCI will not responsible for any type of CISF and PORT/ADMINISTRATIVE AUTHORITY problem related to the Boat/Boat operation.
26. The contractor should have his own arrangement at his cost for suitable berth for his Boat during working/non-working time, repairs and maintenance, breakdown and any other purpose when the same is not engaged.
27. The intended Boat should possess valid Statutory Certificate for registered authority, IWT, Odisha state, Port department i.e. (Form-I -Book of Registry-), (Form-II - Certificate of Registration of Boat) (Form-III- Boat License) issued by IWT and Form A –Plying Permission issued by DC, PPT & Boat Insurance valid throughout the entire period of contract & extended period if any.
28. In case of requirement of additional boats if any, the contractor shall arrange the additional boat with the same tender specifications at agreed rates, terms and conditions of existing contract within 3 (Three) days notice.

\*\*\*\*\*

SECTION V  
TECHNICAL SPECIFICATION

As specified in Scope of Work under Special Conditions of Contract (SCC)

SECTION – VI

SAMPLE FORMS

Notes on the Sample Forms

The Bidder shall complete and submit with its price bid (Cover-A) the Bid Form.

The Price Schedules shall be submitted only along with the Price Bid (Cover-B).

The Performa for Bank Guarantee for Earnest Money Deposit duly filled in should be submitted along with the Techno-Commercial Bid.

The Contract Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections, acceptable deviations etc.

The Performance Security Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.

The Qualification Requirements form should specify, for example, requirement for a minimum level of experience in providing services in a similar type of activity for which the Invitation for Bids is issued.

Details of the Mechanized /wooden Hull Boat Proposed for Hire duly filled in should be submitted along with the Techno-Commercial Bid.

\*\*\*\*\*

Form No: 1

Bid Form

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

To:  
The Project Manager,  
M/s Dredging Corporation of India Ltd.,  
Room No.5&6, 1<sup>st</sup> Floor,  
Trade Centre, Hanuman mandir Area,  
Paradip -754142  
Odisha (India)

Gentlemen:

Having examined the bidding documents including addendum No's [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M, for DCI intended works at Paradip 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 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 \_\_\_\_\_ 2020\_\_\_\_\_.

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

\_\_\_\_\_  
[in the capacity of]

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

\*\*\*\*\*

Form No.2

PRICE SCHEDULE

PREAMBLE TO PRICE BID

The items given in the Bill of Quantities are for "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP for DCI intended works at Paradip".

1. The evaluation of L-1 will be considered on overall lowest quoted in BOQ.
2. The specified no. of boat(s) / Trips in BOQ is subjected to actual operational requirement.
3. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
4. No advances or other charges, other than those specified in the tender conditions shall be payable.
5. The area of operations/ channels/ Bars shall be as per the demarcation in vogue with the concerned Port/other authorities.

\*\*\*\*\*



BILL OF QUANTITIES

P R I C E B I D

Name of the work: "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6Knots and draught not more than 2.00 M for DCI intended works at Paradip.- Reg.

Item No	Description of work	Unit	Qty	Rate/ unit	
				(In figure)	(in words)
1.	<p>Charges for "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M "for routine services for transportation of men &amp; materials from shore to vessel(s) and vice versa, and for attending diving, survey, CSD &amp; pipeline works on as and when required basis at Paradip and as indicated in the "Scope of work" under serial number (A).</p> <p>The rate quoted is inclusive of all running, retention charges, mobilization, demobilization, fuel escalation, oil, lubes of boat and all applicable taxes, etc. but excluding GST.</p> <p>a. Engaging one boat on 24Hrs basis within the Break waters (Inclusive of any number of Trips)</p> <p>b. In addition to the above, boat has to attend trips to vessels 1.0 Nautical Mile (NM) beyond break waters on as and when required basis. (This rate is in addition to Sl. No. "a" above)</p>	<p>Per day of 24 Hrs. or Pro rata thereof</p> <p>Per Trip</p>	<p>180 Days</p> <p>72 Trips</p>		

- Note: - 1). Rate quoted should be excluding GST.  
2). The rate quoted is for one boat only. However, requirement of additional boat if any will be engaged at the same rate, terms & conditions.  
3). Payment will be made on "ACTUAL WORKDONE" basis.  
4). The evaluation of L-1 will be considered on overall lowest quoted in BOQ "Price Bid".

Signature of the Contractor with seal

Form No. 3

**3 DATA TO BE FURNISHED BY THE TENDERERS FOR EACH BOAT OF BHP NOT LESS THAN 100HP WOODEN HULL MECHANISED BOAT WITH MINIMUM SPEED OF 6 KNOTS AND DRAUGHT NOT MORE THAN 2.00 M FOR DCI INTENDED WORKS AT PARADIP**

Sl. No.	Description of item	Details
01.	Name of the Boat	
02.	Boat Number	
03.	Name of the Owner	
04.	Builder's name and Address	
05.	Year of built	
06.	Wooden hull /Steel hull	
07.	Main dimensions and draught (Draught should not be more than 2.00 M)	Length:                      Draught : Berth :                        Depth :
08.	Model & year of manufacture of Engine	
09.	Make of Engine	
10.	Horse Power of Engine	
11.	Speed of boat (As per the tender minimum speed of launch requires 6 knots)	
12.	Particulars of registry of boat and year of registry	
13.	Single screw or twin screw	
14.	Availability of communication System onboard (VHF, AIS etc.)	
15.	a) Carrying capacity of persons - (Fair Weather)  b) Carrying capacity of equipment and material - (In Tons)	
16.	a) Total Deck space available b) Total covered space of boat (wheel house / Cabin)	
17.	Communication system onboard in operational condition.	
18.	a)LSA (Life Saving Appliances)  b)FFA (Fire Fighting Appliances)	
19.	Place where the boat(s) is presently available.	

NOTE: If the Party is not the Owner, hire agreement/willingness of the Owner of the boat should be submitted on stamp paper duly Notarized along with Tender.

Form No.4

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

( to be executed on non-judicial stamp paper worth Rs.100/-)

Bank Guarantee No.

Date:

To  
Dredging Corporation of India Limited

.....  
.....

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 – 530 001 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:

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.

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.

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

For

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

\*\*\*\*\*

Form No.5

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 \_\_\_\_\_

\_\_\_\_\_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
  - 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).
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 "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

DCIL

Signature :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

a) Signature

Signature

Name & Address:

Name & Address:

\*\*\*\*\*

Form No. 6.

FORM OF BANK GUARANTEE BOND  
(IN LIEU OF PERFORMANCE SECURITY DEPOSIT)

Bank Guarantee No.

Date

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.

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 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 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 .....2020.



Qualification Requirements

A) Financial Qualification:

The bidder should furnish

- i) Audited balance sheet for the last three years as required under Clause 2 of IFB.

B) Technical Qualification:

The documentary evidence of bidder's technical competence should include a Certificate from Employer(s) for having successfully completed works of similar nature. The certificate should include the following information:

- Brief description of the work
- List of equipments deployed
- Contract amount
- Time limit for completion
- Whether the work has been completed within the time
- Whether any liquidated damages have been levied.

\*\*\*\*\*

PROFORMA

Annexure-I

Date: 29.05.2020

To  
The Project Manager,  
M/s Dredging Corporation of India Ltd.,  
Room No.5&6, 1<sup>st</sup> Floor,  
Trade Centre, Hanuman mandir Area,  
Paradip -754142  
Odisha (India)

Sir,

Sub: Tender for "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M for DCI intended works at Paradip.- Reg.

A. With reference to your Tender No. : DCIL/PDP/OPS/12A/BOAT(S)/2020-21/ Date: 29-05-2020 and as per Cl. No.6.14 under 'ITB, 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

PROFORMA

Date: 29.05.2020

To  
The Project Manager,  
M/s Dredging Corporation of India Ltd.,  
Room No.5&6, 1<sup>st</sup> Floor,  
Trade Centre, Hanuman mandir Area,  
Paradip -754142  
Odisha (India)

Sir,

Sub: Tender for "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M for DCI intended works at Paradip

- A. With reference to your Tender No. : DCIL/PDP/OPS/12A/BOAT(S)/2020-21/ Date: 29-05-2020 and as per Cl. No.6.15 Under 'General 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.6.15 under 'ITB', 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

Date: 29.05.2020

To  
The Project Manager,  
M/s Dredging Corporation of India Ltd.,  
Room No.5&6, 1<sup>st</sup> Floor,  
Trade Centre, Hanuman mandir Area,  
Paradip -754142  
Odisha (India)

Sir,

Sub: Tender for "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M for DCI intended works at Paradip. Reg.

A. With reference to your Tender No DCIL/PDP/OPS/12A/BOAT(S)/2020-21/ Date: 29-05-2020 and as per CI. No.6.13 under 'ITB, 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.

## PROFORMA

Date: 29.05.2020

To

The Project Manager,  
M/s Dredging Corporation of India Ltd.,  
Room No.5&6, 1<sup>st</sup> Floor,  
Trade Centre, Hanuman mandir Area,  
Paradip -754142  
Odisha (India)

Sir,

Sub: Tender for "Supply, manning and running of one wooden hull mechanized boat / launch of not less than 100 HP with a minimum speed of 6 Knots and draught not more than 2.00 M for DCI intended works at Paradip-Reg.

With reference to your Tender No. DCIL/PDP/OPS/12A/BOAT(S)/2020-21/ Date: 29-05-2020 and as per GCC Cl. No.6.17 of ITB 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,

<b>FORM FOR VENDOR CODE CREATION/CHANGES IN ERP</b>			
<b><u>1.0 VENDOR DETAILS:</u></b>			
<b>Name of the Vendor</b>		<b>* Vendor Code</b>	
<b>Address (including PIN code)</b>			
<b>Mobile Number</b>		<b>Email ID</b>	-
<b><u>2.0 Taxation and Other Registration Details : (Supporting copies needs to be attached)</u></b>			
<b>PAN No.</b>		<b>GSTIN</b>	
<b>Type of Vendor</b>	Registered / Unregistered / Composite Dealer (Tick whichever is applicable)		
<b>Note: In case vendor does not provide PAN, TDS @ 20% will be deducted</b>			
<b><u>3.0 Bank Details : (Copy of cancelled cheque needs to be attached)</u></b>			
<b>Bank Name, Branch &amp; City</b>			
<b>Bank Account Number</b>		<b>IFSC Code</b>	
<b><u>4.0 PURPOSE FOR WHICH VENDOR CODE IS REQUIRED TO BE CREATED/MODIFIED IN ERP</u></b>			
<b>Recommended by (Person requesting for creating/modification of the Vendor Code)</b>	<b>Approved by (Concerned Section HOD)</b>	<b>Remarks if any</b>	
<b>Name :</b>			
<b>Signature :</b>			
<b>Date</b>			
<b>Created by (in ERP) (AM-F)</b>	<b>Approved by (JGM - IT)</b>	<b>Approved by (in ERP) (JGM - F)</b>	
<b>Name :</b>			
<b>Signature :</b>			
<b>Date</b>			