

TENDER DOCUMENT

DCI/KOC/OPS/AGENCY/01/2026-27

Date: 18-08-2026



TENDER FOR
PROVIDING AGENCY SERVICES TO DCIL'S DREDGERS AND OTHER VESSELS AT KOCHI
FOR A PERIOD OF 3 YEARS (2026-27, 2027-28 & 2028-29)

DREDGING CORPORATION OF INDIA LIMITED

PROJECT OFFICE :KOCHI
Door No.57/656 (D6), 2nd floor,
Chackalakal Building, K.P.Vallon Road,
Kadavanthra, Kochi – 682020.
KERALA

Email: pokochi@dcil.co.in

Web: <https://dredge-india.com>

Signature of Tenderer with Seal

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DCI/KOC/OPS/AGENCY/01/2026-27

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SECTION-I **INVITATION FOR BID (IFB)**

Dredging Corporation of India Limited (DCI) was established in the year 1976 to provide dredging services to the Major Ports of the country in India. DCI is a pioneer organization in the field of dredging, Its Head Office is strategically situated on the east coast of India at Visakhapatnam and Regional/project office at various location in India, DCI helps to ensure continuous availability of the desired depths in the shipping channels of the Major and Minor Ports, Indian Navy, Fishing Harbors and other maritime organizations.

DCIL is undertaking dredging contracts and deploying vessels at various ports assignments as per contractual requirements. The nature of assignments is either for a short period i.e., for a few months in a year or for a long period i.e., throughout the year. During the assignments, the vessels require agency services viz., inward/ outward clearances from Port, fulfilling customs & immigration formalities, arranging PHO Visit, safe disposal of garbage, food waste, waste oil and empty drums etc., CTM delivery, pest control/ fumigation etc..To arrange these such essential services to the vessels, competent & experienced shipping agents, who are having good knowledge of applicable statutory acts/ rules etc., expertise and association with various concerned authorities (ports, customs, immigration, etc) at various projects/places are being engaged by DCI from time to time on long term contract. In this connection, DCIL is inviting bids for a 3-year contract to award the agency work for Kochi to the successful L1 bidder.

Sealed Tenders are invited on two-bid systems through E-Tender from competent and experienced firms for the following service. Tenderers have to submit the offer through central Public Procurement Portals <http://www.eprocure.gov.in> on the Tender document, uploaded in websites. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrollment is free of cost and one time activity only. The complete tender document shall be available on the website of "DCI"- <http://www.dredge-india.com> Central Public Procurement Portals - <http://www.eprocure.gov.in>.

1	Name of Work	:	Providing Agency Services to DCIL's Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29)
2	Period of Contract	:	03 (Three) years w.e.f. 01/10/2026 or date as indicated in LoA/Work order
3	Cost of Tender*	:	Rs.1770.00 , Including GST, payable by NEFT/RTGS. Tender Cost is non-refundable even if the tender is cancelled.
4	Earnest Money Deposit*	:	Rs. 82,815/- , The above EMD shall be paid through e-payment/Bank Guarantee (BG). Bank details for e-payment are per details given below at Sl. No. 10. In case of Bank Guarantee (BG) submission, original (hard copy) shall reach the Employer (DCI SRO Kochi office) on or before the due date and time of bid submission, failing which, bid will not be considered for evaluation. BG shall be valid for forty-five (45) days beyond the validity of the bid.

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TENDER DOCUMENT

5	Validity of the Tender	:	120 days (one hundred & twenty) from the date of opening of Tender.
6	Availability of bid Document in DCI & E-Procurement website for downloading		From 18-08-2026 to 02-09-2026 upto 1500 hrs
7	Pre-Bid Queries & Clarification	:	No pre bid meeting will be held. However, pre-bid queries if any to be forwarded to pokochi@dcil.co.in in writing on or before 21-08-2026 upto 1100 hrs.
8	Last Date & time of submission of Bid and EMD	:	02-09-2026 upto 15:00 Hrs
9	Date and time of opening of: a. Cover-A (Technical bid) b. Cover-B (Financial bid).	:	a. 02-09-2026 at 15:30 Hrs b. Will be intimated in due course after evaluation of technical bid.
10	Detail of Bank account of DCI to which bidders can pay following: 1. Cost of Tender documents, 2. EMD, 3. Performance security, 4. Or, for any other payments due to be paid to DCIL.		(a) Name of the Company: Dredging Corporation of India Ltd., (b) Name of the Bank : Canara Bank (c) Branch Name : DCI Ltd. Branch, Visakhapatnam. (d) IFS Code : CNRB0013583 (e) Swift code : SYNBINBB032 (f) Acct type : Current account (g) Account No. : 35833070000014 (h) GSTNo. : 37AAACD6021B1ZB

Note: Tenderers shall send mail to treasury@dcil.co.in, pokochi@dcil.co.in for obtaining confirmation from DCI for the receipt of Tender documents fees and EMD by furnishing details of firm/party, bank and UTR number etc. Scanned copy of the UTR for Tender Cost and SEMD payment document must be uploaded in the Technical Folder. Physical mode of payment i.e. Bankers cheques or Demand drafts will not be accepted.

****Exception under MSME towards, EMD, tender fee etc shall be considered with valid documents to the extent permitted by Government.***

11. PRE-QUALIFICATION CRITERIA (PQC):

Tenderer should possess the following minimum qualifying requirements:

Financial:

1. Experience of having successfully completed similar works during the last seven years, ending July 2026 should be any of the following:
 - a. Three similar completed works (each) costing not less than Rs. 16.57 Lakh
 - b. Two similar completed works (each) costing not less than Rs. 20.71 Lakh
 - c. One similar completed work (each) costing not less than Rs. 33.13 Lakh
2. Average annual financial turn over during the last 3 years ending 31 March 2026 should be at least Rs. 12.43 Lakh.
 - ii. Similar Work Means tenderer should have Provided Agency Services to shipping companies at various Ports (India / abroad) in the last 7 years as on July 2026
 - iii. Copy of the work order and work completion certificate / performance certificate duly signed by employer to be submitted with technical bid (Cover –A)

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TENDER DOCUMENT

Detailed NIT and Complete Tender Document are hosted in our website www.dredge-india.com, and www.eprocure.gov.in (e-publish) interested parties shall visit the same. Sealed Tenders are invited under two bid system through E-Tender from the eligible bidders as per eligibility criteria of NIT for the subject work as per the Eligibility Criteria & Scope of Work indicated in ITB. There will be no physical/manual sale of tender document.

The tender document shall be downloaded from above Websites. Downloaded document shall be duly filled and signed with seal on all the pages and be uploaded along with all specified documents mentioned in tender and confirmed E-receipts of Tender fees and EMD. The offers have to be submitted online through the e-procurement portals stated above based on the Tender document, uploaded in websites mentioned above before the closing date and time. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrollment is free of cost and one time activity only.

The downloading of document shall be carried out strictly as provided on the website. No editing, addition, deletion of the content shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection. DCI shall be at liberty to ask for hardcopies of documents if found necessary.

Dredging Corporation of India Ltd. reserves the right to:

1. Accept or reject any or all Tenders without as signing any reason whatsoever.
2. Cancel the tender enquiry at any stage without as-signing any reason.
3. Accept the tender in whole or part.
4. Reject the tender received with counter conditions.

Project Manager
Dredging Corporation of India Ltd.
Project Office, Kochi.

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SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1. Requirements for participation in e-tenders

In order to submit the online offer on e-Procurement portal the bidders should meet the following requirements:

1.1 PC connected with Internet (For details, visit home page of e-Procurement portal). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, DCI shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of thee-Procurement system or internet connectivity failures.

1.2 Online Enrollment/Registration with e-Procurement portal with valid Digital Signature Certificate (DSC). The online enrollment/registration of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorized person. It shall be the responsibility of the tenderer to ensure that they get registered with the e-Procurement portal well in advance and download the documents before the last date and time for the same.

1.3 Class III Digital Signature Certificate (DSC).

2. Eligible Bidders

2.1 This Invitation for Bids is open to all Agency Services Contractors/ firms who satisfy the conditions stipulated in the bid document.

2.2 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 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.

2.3 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.

2.4 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 in accordance with ITB Clause 41.

3. Cost of Bidding

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

B. THE BIDDING DOCUMENTS

4. Content of Bidding Documents

The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. The Bidding Documents include the following:

i. Technical Bid (Cover-A)

- a) Section-I :Invitation for Bids (IFB)
- b) Section-II :Instructions to Bidders(ITB)
- c) Section-III :General Conditions of Contract (GCC)
- d) Section-IV :Special Conditions of Contract (SCC)
- e) Section-V :Check list for Technical Bid.

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DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ii. Financial Bid (Cover-B)

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 risk and may result in the rejection of its bid.

5. Pre-Bid Meeting/Queries & Clarification

No Pre-bid meeting will be held. Prospective bidders are requested to forward their queries by e-mail to pokochi@dcil.co.in on or before 1100 hrs on 21-08-2026. The clarifications requested by the bidders will be suitably hosted in e-procurement website on or before 25-08-2026. No press notification for any amendment will be issued. However, prospective bidders have to visit the websites www.dredge-india.com, www.eprocure.gov.in before the date of submission for any corrigendum/addendum/updates.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, 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/corrigendum.

6.2 The amendment/corrigendum will be uploaded in our websites and all prospective Bidders should visit from time to time website before submission of bid.

6.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, DCI may, at its discretion, extend the deadline for the submission of bids, if necessary.

C. PREPARATION OF BIDS

7. Digital Signature Certificate (DSC)

Bidders may obtain Digital Signature Certificate from any Certifying Authority authorized by Controller of Certifying Authority (CCA) and which can be traced upto the chain of trust to the Root Certificate of CCA.

8. Declaration

The tenderer in original printed company letterhead has to submit a declaration that Digital Signature Certificate (DSC) holder, who is bidding on-line in this tender is either the Bidder himself or possesses the authorization from Bidder to bid on behalf of him.

9. Details to be Given

The bidder is required to furnish details in his offer as given in Annexure V to XI. If no information is applicable against any serial number, please mention – “Not Applicable” and upload scanned copies of all the documents stated therein.

10. Language of Bid

The language of the bid shall be English. All documents uploaded should also be in English language. In case the original document is in a different language, self-attested English translation must be furnished.

11. Communication

All communication sent by DCI as well as the e-procure portal service provider by post/e-mail/SMS shall be deemed as valid communication. The bidder must provide complete postal address, e-mail id and mobile number.

12. Documents Comprising the Bid

Online- Two Covers: The offers are to be submitted online through e-procure portal, ([http:// www.eprocure.gov.in](http://www.eprocure.gov.in)) in two covers.

The Bids shall be in Two Cover System consisting of

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DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

12.1 Technical Bid (Cover A); and

12.2 Price Bid (Cover B)

12.1 Technical Bid (Cover A)

The Cover-A-Technical Bid, contains the pre-qualification criteria and other Technical terms & conditions and other documents. The information required as per page 03 of 45 shall be filled in the prescribed format and uploaded along with the requisite documents/ Annexure in the Technical Folder in the order stated ITB Clause 12.1.1 to 12.1.14. The documents need to be provided on the letter head of the bidder wherever asked for and signed and stamped by the authorized person of the bidder. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

12.1.1 A Bid Form except the Price Schedule

12.1.2 A list of works bided for and in hand / being executed as on the date of submission of bid with proof of documents.

12.1.3 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

i) Audited balance sheet for the last three years ending with 31st March 2026

ii) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 7 years ending July 2026 The certificate should include the following information:

a) Brief description of the work

b) Contract amount / rates.

c) Time limit for completion

d) Whether the work has been completed within the stipulated time.

e) Whether any liquidated damages have been levied.

12.1.4 Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail-id treasury@dcil.co.in along with electronic receipt/ UTR.

12.1.5 Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of:

i) e-Payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.

Or

ii) Bank Guarantee (copy to be uploaded online. **Please refer to “NOTE” regarding the submission of original BG.**)

12.1.6 Copies of original document defining the constitution or legal status, Place of registration and principal place of business of the company or Partnership.

12.1.7 Copy of PAN Card.

12.1.8 Copy of GST Registration Certificate.

12.1.9 Bank details along with copy of cancelled cheque.

12.1.10 Power of Attorney on stamp paper(non-judicial) **Rs. 200/-**, in favor of the person authorized to sign the tender document. (If the tender document is signed by owner/proprietor of the firm, then also, he shall authorize himself for the same on stamp paper.)

12.1.11 Annexure I to XI.

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- 12.1.12 Check-list for Technical Bid
- 12.1.13 Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer.
- 12.1.14 Other documents prescribed in this bid document not mentioned above.

NOTE: Of the above documents, Sl.No.12.1.5 (ii) EMD (in case of BG), Sl.No.12.1.10 Power of Attorney in ORIGINALS shall be forwarded so as to reach the address of Tender Inviting Authority or “any of DCI offices with intimation to Tender Inviting Authority” before due date of Submission of tender without which tender may be considered irresponsive.

12.2 Price bid(cover B)

The Cover-B, Price bid, containing the Bill of Quantity (BOQ) in Excel format will be available on e-procurement portal. This will be downloaded by the bidder and they shall quote the rates, taxes etc. for the offered item in this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-B. The Price-bids of the bidder will have no condition and will consist of prices only. Cover –B (Price Bid) of only those tenderers, who are technically qualified, will be opened online on a pre-announced date and time which will be intimated to eligible tenderers in advance. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

13. Bid Form

The Bidder shall complete the Bid Form except the appropriate Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 12.1.1 of ITB.

14. Bid Prices

The bidder shall quote his prices only in the Bill of Quantity (BOQ) in Excel format and upload it. The bidder should not indicate the prices anywhere directly or indirectly in the Technical 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 summarily rejections.

15. Bid Currencies

Prices shall be quoted in Indian Rupees only.

16. Documents Establishing Bidder's Eligibility and Qualifications

Pursuant to ITB Clause 12, 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.

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to DCI's satisfaction that the Bidder has the financial, technical, and production capability necessary to perform the contract.

17. Period of Validity of Bids

The Tenderer shall keep open the validity of the Bid for 120 days from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request is made by DCI in writing or by mail before the expiry of the initial validity period of 120 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before the validity period, the EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.

In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 18 shall also be suitably extended.

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E-TENDER

18. Earnest Money Deposit (EMD)

- 18.1 Pursuant to ITB Clause 12.1.5, the Bidder shall furnish, the Earnest Money Deposit for the amounts as indicated at Sl. No. 4, of Section-I of IFB, through NEFT / RTGS/ unconditional, irrevocable Bank Guarantee in favor of “Dredging Corporation of India Limited” payable at Visakhapatnam from any Scheduled or Nationalized Indian Bank. If bidder is quoting for both the projects, the total EMD will have to be paid. If bidder is quoting for one project only, then the respective EMD applicable for that project, shall have to be paid. The same shall be uploaded in the Technical Bid (Cover-A). The details of payment along with electronic receipt/ UTR is to be sent by the bidder vide e-mail to DCI HO's e-mail id treasury@dcil.co.in and the confirmation mail received from treasury@dcil.co.in along with electronic receipt/ UTR are to be uploaded in Technical Bid (Cover-A).
- 18.2 The earnest money is required to protect DCI against the risk of Bidder's conduct which would warrant the earnest money forfeiture, pursuant to ITB Clause 18.7. No interest what-so-ever may be payable by DCI on EMD.
- 18.3 The earnest money deposit shall be paid in the form of a NEFT / RTGS or a bank guarantee issued, and shall be valid for thirty (30) days beyond the validity of the bid.
- 18.4 Any bid not secured in accordance with ITB Clauses 18.1 and 18.3 will be rejected by DCI as non-responsive, pursuant to ITB Clause 28.
- 18.5 Unsuccessful Bidders' earnest money deposit will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DCI pursuant to ITB Clause 18 without interest.
- 18.6 The successful Bidder's earnest money deposit will be refunded upon acceptance of the LoA and payment of 100% performance security by the bidder to DCI. However, at the option of successful tenderer, the Earnest money deposit paid in the form of a NEFT / RTGS can also be adjusted towards Performance Security and balance amount of **5%** contract value towards performance security has to be furnished / paid by way of NEFT/ RTGS/BG to DCI. In case EMD is paid through BG, the validity of the BG shall be suitably extended by the bidder on par with the validity of the Performance Security.
- 18.7 The earnest money deposit may be forfeited:
- a) if a Bidder:
 - i. withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form, (or)
 - ii. does not accept the correction of errors pursuant to ITB Clause 30; (or)
 - b) in the case of a successful Bidder, if the Bidder having been notified of the acceptance of his tender by the corporation during the tender validity, fails:
 - iii. to accept the Letter of Acceptance (LOA)/work order (or).
 - iv. to pay performance security within 07(seven) days of receipt of LoA(or)
 - v. to submit contract agreement duly signed and stamped in the prescribed formats within 10 (Ten) days from the date of issue of letter of acceptance (or).
 - vi. to commence the work within 14 (fourteen) days from date of issue of LOA.

19. Intimation of payment of Tender Cost/EMD/Security Deposit:

- 19.1. The confirmation receipt of tender cost and EMD is to be obtained by the bidder from DCI HO's e-mail id treasury@dcil.co.in by giving the reference of the tender no. and name of the party, UTR. And after receipt of confirmation the same has to be uploaded with the tender along with electronic receipt/ UTR.

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19.2. The scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technicalbid. In case of exemption of Tender Cost, the scanned copy of documents in support of exemption will have to be uploaded in the "Technical bid" and "EXEMPTED" should be written in the relevant column. The payment to DCI made through online mode must be received in DCI Bank Account before the last date and time of submission of bid failing which online offer will not be considered. If the net payment credited to DCI bank account, is found to be less than the stipulated Tender Cost and/or EMD as may be applicable and required amount of the NIT, the Bid will not be accepted. Physical mode of payment i.e Banker cheques or Demand drafts is not acceptable.

20. Format and Signing of Bid

Proper care shall be taken while entering any value /rate and uploading of the Price Bid/Bill of Quantities

D. SUBMISSION OF BIDS

21. Submission of Documents:

Based on undertaking furnished by the bidder in its Technical Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, DCI, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, DCI reserves the right to verify such documents with the original, if necessary, at a later stage for which the bidder shall have to submit the original documents to DCI on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and DCI reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in DCI from future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

22. User Portal Agreement:

The bidders will have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

23. Upload of Scanned Documents: -

Bidders are requested to scan the documents in 100 DPI for maintaining clarity& easy upload. They should check the same regarding such clarity and ensure that legibility is not lost during scanning. The scanned copies which are not legible are liable not to be considered and the bid may be rejected.

24. Deadline for Submission of Bids:

- 24.1 Bids must be submitted on or before **02-09-2026 upto 1500 hrs** through online only. No physical document need to be sent. Scanned copies of all the documents duly signed and stamped by the Tenderer on all pages to be uploaded online.
- 24.2 In the event of the scheduled due date of opening of bids being declared as a closed holiday for the Company or a "bandh", the due date for opening of bids will be next working day.

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24.3 DCIL may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of DCIL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

24.4 Late Bids: Any bid not submitted before the deadline for submission will be rejected.

25. Modification and Withdrawal of Bids

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish. Bidders may withdraw their bids online within the last date and time of bid submission.

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids by DCI

The Technical Bids (Cover-A) will be opened on the pre-scheduled date and time of tender opening. The Technical Bids will be decrypted on-line and will be opened by the "Bid Openers" with their Digital Signature Certificates. The Bidders may view the bid opening remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the documents submitted by all participating bidders.

Price-Bid (Cover-B) will be opened after evaluation of Cover –A. The Cover-B of only the technically qualified bidders shall be opened for which separate intimation will be given to the technically qualified bidders.

The Price Bid of the technically qualified bidders will be decrypted and opened by the "Bid Openers" with their Digital Signature Certificates on the scheduled date and after the pre-scheduled time. The Bidders may view the Price Bid opening online remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the Price-Bid/BOQ submitted by all shortlisted bidders.

27. Clarification of Bids

For uploading document or any other technical issue while submission of bid please contact by e-mail following person.

Shri. P.Sri.Hari
Head of the Department (IT),
Dredging corporation of India limited,
Dredge house, HB Colony Main Road
Visakhapatnam – 530022,
Mobile: 9396843357, e-mail: psrihari@dcil.co.in

For Tender related enquiry please contact following .

Ph: :+91 484 2962032
Email: pokochi@dcil.co.in

28. Preliminary Examination:

28.1 DCI will examine the Technical Bids to determine whether they are complete, whether required earnest money deposit have been remitted, whether the documents have been properly signed, and whether the bids are generally in order.

28.2 The bid which meets all the bid requirements is a responsive bid.

28.3 The bid, which is prima-facie responsive but contain some minor omissions/missing points is a substantially responsive bid and shall be processed further for rectifying the minor deficiencies.

28.4 For a substantially responsive bid, DCI may waive any minor informality in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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- 28.5 The bid, which does not conform to all the essential and mandatory requirements and/or contains reservations with reference to the critical and essential terms and conditions of the bid, is a non-responsive bid.
- 28.6 If a bid is not a substantially responsive or if it is a non-responsive, it will be rejected by DCI, not considered for evaluation and shall not subsequently be made responsive by the Bidder by correction of the nonconformity.

29. Evaluation and Comparison of Bids:-

The Cover B containing the Financial Bid / Bill of Quantities of only those bidders who have been qualified in the Technical Bid, will be opened at a later date. The date and time of opening of Cover B –Price Bid/ Bill of Quantities through e-procure.gov.in portal shall be informed to the technically qualified bidders and the Price Bid/Bill of Quantities will be opened online.

30. Arithmetical errors will be rectified on the following basis:

Computational 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 Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

31. Shortfall of Documents

DCI may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of Tender Cost/EMD. Request for documents and the response shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with DCI or submission of any additional documents, not specifically asked for by the Purchaser, will be allowed and even if submitted, they will not be considered by DCI. These documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link –Upload Shortfall Document”, by DCI after scrutiny of bids after opening of Technical (Cover –A), indicating the start date and end date giving specified “ time for online submission by bidder.

The bidders will get this information on their personalized dashboard under “Upload Shortfall Document/Information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. No separate communication will be sent in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload/re-upload the requested documents (duly signed and stamped on all the pages) within the specified period and no additional time will be allowed for on-line submission of documents. In case the requested shortfall documents are not uploaded within the specified period the offer will be evaluated in accordance with tender terms and conditions based on the documents already submitted at the time of bid opening.

32. Verification: -

DCI reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail. No separate communication by courier/speed post/ registered post/ post will be made in this regard. Non-receipt of e-mail will not be accepted as a reason of non-submission of documents within prescribed time.

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33. Prices:

Prices should be quoted in the BOQ (excel sheet) available in the portal. Apart from other conditions stated elsewhere in this document, the following are to be carefully read before quoting.

- 33.1 Rate quoted in BOQ shall be fixed during entire period of contract item wise, excluding GST.
- 33.2 Rates should be valid for entire period of contract. No enhancement will be given during the period of contract or during extended period for whatsoever reason.
- 33.3 Rates are to be quoted strictly as per the format given.
- 33.4 Rates must include all taxes as applicable; except for GST which shall be payable extra as applicable.
- 33.5 The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may not be considered. No deviation of the terms and conditions of the tender document is acceptable. Bids having terms and conditions which are in deviations of the tender terms are liable for rejection.

34. Contacting Dredging Corporation of India Ltd.(DCI)

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/email.

Any effort by a Bidder to influence 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

35. Award Criteria:

- 35.1 DCI will award the contract to the bidder who has quoted against all items of the BOQ, whose bid has been determined to be the lowest evaluated bid, by quoting the lowest amount (exclusive of GST) of BOQ, including all the services for three years for a particular project/port and thus became successful L-1 Bidder for that project/port. If any item(s) of the BOQ (for a particular project) was not quoted, bid will be rejected. DCI reserves the right to accept or reject any bid as specified in Clause 37 of ITB.
- 35.2 Upon finalization of the bids and arriving at L-1 bidder, DCIL shall issue Letter of Acceptance (LOA) to the successful bidder and contractor should execute the agreement as well as performance security.
- 35.3 Work order shall be issued to the successful bidder upon receipt of Performance Security & signing contract agreement.

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

The contract period is for 3 years w.e.f **01/10/2026** or date as indicated in LoA / Work Order.

Before expiry of the contract, the tenderer shall be informed by written notice to extend the contract for further period as per discretion of DCI with same rates, terms and conditions. DCI reserves right to extend/curtail the period of contract and decision in this matter will be final, binding on the contractor and will not subject to the arbitration. Contractor has to execute the work as per rates quoted in schedule of rates/Negotiated Rates and as per Contract Conditions laid down in Tender document during the initial contract period and extended/curtailed period

In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 7 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 7 days' notice by DCI, 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.

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37. Right to accept Any Bid and to reject any or All Bids

DCI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason or incurring any liability whatsoever.

38. Notification of Award

Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing/ email by way of letter of acceptance (LoA), to be confirmed in writing by letter/email, that its bid has been accepted. The notification of award will constitute the formation of the Contract.

39. Performance Security

Within 07 (Seven) days from date of LoA from DCI, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract(GCC) Clause No:03, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to furnish performance security within 07 days from the date of LoA issued shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

40. Failure to perform the contract (Risk & Cost of the contract)

Clause 4 of Special Contract Condition to Bidders (SCC) refers.

41. Corrupt or Fraudulent Practices

DCI requires that the Bidders/Contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, DCI defines, for the purposes of this provision, the terms set forth below as follows:

- 41.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official/DCI official in the procurement process or in contract execution and
- 41.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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 DCI of the benefits of free and open competition;
- 41.3 DCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 41.4 DCI will declare a firm or company ineligible, to be awarded a contract by DCI, either indefinitely or for a stated period of time, 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.
- 41.5 The tenderer shall enclose a certificate that "he/she is not related to any officer of Dredging corporation of India limited or any other officer of the rank of Under Secretary or above in the Ministry of Ports, Shipping and Waterways," The tenderer shall also furnish a declaration with his tender enclosing the names of the relatives who are employed in DCI, if any.
- 41.6 The tenderer shall have to give a certificate that the tenderer has not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and has not committed any offence under the Prevention of Corruption Act in connection with the bid.
- 41.7 The tenderer shall give a certificate that the tenderer shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.

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42. Maintaining Occupational health, Safety, Security, Quality, Environment and other codes / standards as per ISO 45001:2018, ISM, ISPS, ISO 9001:2015 and ISO 14001:2015:

DCI has been implementing Occupational Health & Safety as per ISO 45001: 2018 of ISO on vessels and shore offices, maintaining International Safety Management (ISM) Code and International Ship and Port facility Security (ISPS) Codes prescribed by International Maritime Organization (IMO) and administered by Directorate General of Shipping (DGS) on board it's vessels and Integrated Management System comprising of Quality Management System (in accordance with ISO 9001: 2015) and Environmental Management System (in accordance with ISO 14001: 2015) on board vessels as well as in shore offices / activities. The services provided by the bidder should ensure compliance to the above codes/ standards.

43. General:

- 43.1 Bid Documents are not transferable.
- 43.2 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.
- 43.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 43.4 All Tender Documents shall be treated as private and confidential and must be returned back to DCI, without defacing or altering.
- 43.5 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.
- 43.6 In case of corrigendum/addendum regarding the subject tender work, DCI will publish the same only on websites www.eprocure.gov.in, www.dredge-india.com. Tenderers are requested to visit the websites regularly.
- 43.7 After award of work, all correspondences must be made with the respective Project Manager of DCIL project office.

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SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application & Definitions of the terms

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

- i) Bidder: Means the person or persons, firm or company who bids for the work.
- ii) Contractor: Means the person or persons, firm or company whose bid/offer has been accepted and also fulfilled contractual obligations viz., executing Agreement, Integrity pact etc.
- iii) Engineer: Authority nominated as such by DCIL for this contract.
- iv) Project Manager: Means DCIL's officer authorized as In-charge of the project.
- v) Contract agreement: means the agreement entered into between 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. Tender notice, complete tender document including corrigendum and addendum, LOA, work order, agreement, correspondence exchanged before the issue of work order by which the Conditions of Contract are amended, varied or modified in any way by mutual consent will form part of the Contract.
- vi) Singular includes plural and vice-verse and masculine includes feminine and vice-verse where the context so requires.

2. Standards

The services provided under this contract shall conform to the Standards applicable to the services to be rendered as per the scope of work.

3. Performance security (Pursuant to clause no.39 of ITB)

- 3.1 Within 07 (Seven) days from date of LoA from DCI, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to furnish performance security within 07 days from the date of LoA issued shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.
- 3.2 The proceeds of the Performance Security shall be payable to the DCIL as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 3.3 A sum equal to **5%** of each of the work contract value as indicated in LoA shall be deposited by the contractor by e-payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favor of Dredging Corporation of India Limited payable at Visakhapatnam as per Proforma at Annexure-II enclosed. Bank Guarantee shall remain valid for a period of three months beyond the original or extended contract period as applicable from the date of the award of contract and shall be renewed for a further period, if required so. In case if any increase in value of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.
- 3.4 At the option of contractor, EMD can be converted as part of Performance Security and balance security shall be submitted in the form of BG/e- payment to DCIL, as per account details given.

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- 3.5 In case the contract is further extended by giving additional quantity, sum equal to **5%** of the contract value for the extended period of contract shall be deposited within 07(seven) days after receiving a intimation of extension of contract from DCIL. Performance Security Deposit will not carry any interest.
- 3.6 Before releasing the performance security, after the work is completed, the contractor is required to submit a "No dues and no claims" Certificate / letter to DCI and the contractor shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a "No dues and no claims certificate".
- 3.7 Subject to Clause 3.5 the performance security will be discharged by DCIL and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.
- 4. Security Deposit:**
- 4.1 Security deposit of **5%** of admissible bill value shall be deducted from each running account bill.
- 4.2 Security Deposit will not carry any interest. On successful completion of contract, the Security Deposit will be refunded to the contractor upon submission of "No dues and No claims" certification letter.
- 4.3 DCI shall be at liberty to deduct from the Security Deposit/ Performance Security Deposit such sums as are due and payable by the successful tenderer to the company as may be determined in terms of the contract, and the amount shall be appropriated from the Security Deposit/Performance Security Deposit accordingly.
- 5. The Contract & General Obligations of Contractor**
- 5.1 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 DCI. Even if such permission be granted, the Contractor shall remain responsible
- a) For the acts, defaults and neglect of any sub-Contractor, his Contractors, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his Contractors, 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 labors on a "Piece rate" basis shall not be deemed to be subletting under this clause.
- 5.2 Contractor is Responsible for all Damages to Other Structures/ Persons, caused by him in Executing the Work.**
- The Contractor shall at his own cost protect, support and take all precautions with regard to the personnel or structure or services or properties whether belonging to DCI or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep DCI indemnified against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and / or to any person including the Contractor's workmen. Cost of insurance Cover, taken by the Contractor shall be borne by the contractor and shall not be reimbursed by DCI.
- 5.3 Contractor to Indemnify DCI against all Claims for Loss, Damage etc.**
- The Contractor shall indemnify DCI against all claims, demands, actions and proceedings and all costs arising there from on account of:
- i) Pollution of waterway and damage caused to jetty, lock, other boat or other structures related to waterway, in transportation used by the contractor.

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- ii) 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.
- iii) Penalties/Claims from local bodies, Statutory Authorities for the default on Contractor's part.
- iv) Legal action initiated against the Contractor by Authorities/Third Party for its misdeeds/actions/mal practice while executing the work.
- v) By submission of online tender by the tenderer DCI shall be deemed to have been indemnified and kept indemnified by the tenderer against all claims for loss, damage injury caused by the tenderer/contractor or as a result of any act or omission by the Contractor in connection with an in the course of execution of the contract work.

5.4 Bidder not to publish Photograph Particulars of Work

The Bidder and his sub-Bidder or their Bidders 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.

6. Insurance

- 6.1 The contractor shall without limiting his or DCI's obligations and responsibilities ensure the contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site in the joint names of the contractor and DCI
- 6.2 The contractor shall without limiting his or DCI's obligations and responsibilities insure in the joint names of the contractor and DCI 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).
- 6.3 The contractor shall without limiting his or DCI's obligations and responsibilities insure in the joint names of the contractor and DCI 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).
- 6.4 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.
- 6.5 The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy and validity of the insurance at all times.
- 6.6 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 6.7 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.
- 6.8 By submission of online tender by the tenderer DCI shall be deemed to have been indemnified and kept indemnified by the tenderer against all claims for loss, damage, injury caused by the Contractor or as a result of any act or omission by the tenderer/contractor in connection with and in the course of execution and maintenance of the contract work.

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7. Payment:

- 7.1 The Contractor's request(s) for payment shall be made to the DCI Project Manager, in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 7.2 The Bill for Services rendered/ payment will be on monthly basis upon prompt submission of GST invoices timely and with all the necessary supporting documents, bills/vouchers. Delayed invoices and the invoices submitted without necessary supporting documents shall not be considered and be returned back to the contractor.
- 7.3 No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 7.4 The work done certificate should be certified by Master of the Dredger or Project Manager, as mentioned in SCC.
- 7.5 Payment shall be made within 45 (forty-five) days of submission of an invoice/claim by the Contractor complete in all respects, provided that bill/Invoice submitted by the Contractor are complete in all respect and free from defect/disputed. For Bills/Invoices which are in-complete/ defective/ disputed or in respect of which any clarification is sought by DCI, the above period will be reckoned only after rectification/sorting out of the defects /dispute /furnishing clarification by the Contractor to the satisfaction of DCI. DCI will not be liable for delayed payments, if any, for any reasons whatsoever.
- 7.6 Payment shall be made through RTGS / NEFT from Head Office, Visakhapatnam to the bank account, as provided by the bidder in the tender. However, no interest will be paid for any delay in releasing of payment. DCI will not be responsible for non-receipt of payment due to incorrect bank account details provided by the tenderer in tender. The payment will be made after deduction of SD, Recoveries/ Disallowances, IT, LD, penalties/ fine/interest (if applicable) and Service provider shall not have any objection on the same. Contractor shall collect all requisite details viz., bill wise admissible bill value, deductions, SD etc from the Finance Dept, Project Office, Kochi on monthly basis. On receipt of payment, any further details shall be obtained by the Contractor from Finance Dept within one week from the date of receipt of payment.
- 7.7 GST will be reimbursed only when the service comes under GST purview. GST will be paid / reimbursed as per the rates applicable to that particular service, subject to actual payment made by the party to the Government. GSTR1 for each bill should be filed on a monthly basis and when the same will appear in our GSTR2A portal, payment against the invoice shall be released.
- 7.8 Monthly bills to be submitted to DCI on or before 7th of every month along with all supporting documents in original duly certified by Master DCI Dredgers and one copy of the above without fail, after paying the wages and all the statutory payments. Invoices of more than one month will not be accepted by DCIL. Invoices cannot be processed on the photocopy of the documents.
- 7.9 Payment will be released after deductions of SD, Recoveries/ Disallowances, IT, penalties/ fine/interest (if applicable) and Service provider shall not have any objection on the same.
- 7.10 In case of excess payment noted during reconciliation by DCI, at any time during the period, such payments/ dues shall be recovered from the contractor bills / invoices in hand or other contracts of the Contractor with Corporation, or same shall be paid by the contractor to the DCI on demand as debt due to the DCI.

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8. Prices:

Prices charged by the Bidder for Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid.

9. Contract Agreement:

Within 10 (Ten) days from the date of issue of Letter of Acceptance, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.200/- stamp paper 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. Failure of the successful Bidder to execute contract agreement shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

9.1 Interpretation of Contract Document

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

9.2 Contract Amendments

No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

10. Force Majeure

10.1 Notwithstanding the provisions contained in Clauses of the General Conditions of Contract (GCC), the Employer or the Contractor shall not incur any penalty, damages, or other contractual consequences for any delay in performance or failure to perform its obligations under the Contract if and to the extent that delay in performance or failure is the result of an event of Force Majeure.

10.2 For the purposes of this Clause, "*Force Majeure*" shall mean any event or circumstance beyond the reasonable control of either party, which is not attributable to the fault or negligence of the affected party and which could not have been reasonably foreseen or avoided. Such events may include, but shall not be limited to, acts of God, war, hostilities, invasion, rebellion, revolution, insurrection, fires, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, freight embargoes, or any other similar events

10.3 If a Force Majeure situation arises, the party affected by such event shall promptly notify the other party in writing, specifying the nature of the event, the date of commencement, its likely duration and its impact on the performance of its contractual obligations. Such notice shall be given as soon as practicable but, in any case, not later than three (03) days from the occurrence of such event.

10.4 The affected party shall make all reasonable efforts to mitigate the effects of the Force Majeure event and shall continue to perform its obligations under the Contract to the extent reasonably practicable.

10.5 Upon verification of the Force Majeure event, the time for performance of the affected obligations under the Contract shall be extended for a period equal to the duration during which the performance of the obligations is affected by such Force Majeure event.

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11. Delays in the Bidder's Performance:

- 11.1 The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by DCI.
- 11.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) encounters conditions impeding timely performance of Services, the Contractor shall promptly notify the Employer 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 Employer 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.
- 11.3 Except as provided under GCC Clause 10, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 12, unless an extension of time is agreed upon pursuant to GCC Clause 11.2 without the application of liquidated damages.

12. Liquidated Damages (LD):

Liquidated Damages (LD) at the rate of 1% of the total Contract Value per week or part thereof, subject to a maximum of 10% of the total Contract Value, shall be levied by DCI on the Contractor in the event the Contractor fails to:

- (a) provide the required agency services within fourteen (14) days from the date of issuance of the Letter of Award (LoA); or
- (b) provide the agency services during the contract period for a continuous period of seven (07) days or more, (LD will commence from the first day of such failure); or
- (c) comply with the terms and conditions of the Contract, after being notified by DCI of such default

In the event the accumulated Liquidated Damages reach 10% of the total Contract Value, DCI shall have the right to terminate the Contract in accordance with Clause 13 of the GCC, without prejudice to any other rights and remedies available to DCI under the Contract.

The Liquidated Damages specified herein represent a genuine pre-estimate of the damages likely to be suffered by DCI in the event of delay or default by the Contractor, and the same shall be recoverable by DCI in accordance with the terms of the Contract without the necessity of proving actual loss or damage

13. Termination for Default

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:

- i) If the Contractor fails to provide the service for 15 days continuously, or within any extension thereof granted by DCI.
- ii) If the Contractor fails to perform any other obligation(s) under the Contract.
- iii) If the Contractor, in the judgment of DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv) In the event 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 DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

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E-TENDER

14. Termination for Insolvency

DCI may at any time terminate the Contract by giving written notice of 07 days 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 DCI.

15. Termination for Convenience

The DCI may, by written notice sent to the Contractor, terminate the Contract within 14 days from notice period, in whole or in part. The notice of termination will 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.

16. Settlement of Disputes/Arbitration clause

- 16.1. The decision of the Chief General Manager/Coordinating Head of Department 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 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 out of and in the course of the work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor/supplier strictly in accordance with the instructions Chief General Manager /Coordinating Head of Department.
- 16.2. On matters other than those referred to above as Excepted Matters or other than those which are stated to be final and binding on the contractor/supplier, if any dispute or difference arises between the Employer and the contractor/supplier in connection with the contract or as to the rights and liabilities of the parties hereto, immediately after receipt of notice of dispute by either party, both parties shall first endeavor to resolve the dispute through negotiations and mutual consultation through their authorized representatives.
- 16.3. Departmental Resolution Committee nominated by Managing Director of DCI will try to resolve the dispute in an amicable way with the consent of DCI Management.
- 16.4. If, after thirty (30) days, the parties have failed to resolve their dispute or difference through negotiations and mutual consultations, then either Contractor or Employer may give notice to the other party of its intention to commence arbitration/ judicial process, as hereinafter provided, as to the matter in dispute, and no arbitration/ judicial process in respect of this matter may be commenced unless such notice is given.
- 16.5. All disputes upto Rs.10.00 Cr (value of the dispute, but, not the value of the contract) shall be referred to the arbitration by a sole Arbitrator appointed through mutual agreement between the parties 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 or any statutory modification or re-enactment thereof.
- 16.6. The arbitrator or arbitration tribunal shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof. The Arbitrator or arbitration tribunal is precluded from awarding any interest for the pre-reference period or pendent lite period. The language of the Arbitration proceedings shall be English. The seat and venue of the Arbitration shall be Visakhapatnam.

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- 16.7. Irrespective of the outcome of the Arbitration proceedings, the cost towards fees of the Arbitrator(s), his/their stay and transportation arrangements, venue and logistics arrangements will be equally shared by both the parties. The legal cost like advocates fees for pleadings, arguments, examination of witnesses, etc will be borne by the parties for their respective advocates/legal firms. Both parties shall enter into an agreement to this effect on the 1st Sitting of the Arbitration Proceedings after invocation of Arbitration.
- 16.8. Disputes of above Rs.10.00 Cr (value of the dispute, but, not the value of the contract) shall be settled by the Court of Law.
- 16.9. The courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this Agreement.

17. Applicable Law

The Contract shall be interpreted in accordance with the laws of Republic of India. All statutory requirements applicable to this contract shall be applicable to both DCI and the bidders as per the applicability.

18. Compliance with Statutory Requirements:

The Contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Employees Compensation Act, Contract Labor (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Minimum Wages Act, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, DCI shall be entitled to deduct the same from any monies due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which DCI is required or called upon to pay or reimburse on behalf of the Contractor.

Wages will be paid by the contractor to the workmen, directly without intervention of any jamadars or chowkidars and that the contractor will ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadars from the wages of the workmen. The contractor will also strictly comply with the various provisions of the labour welfare statutes like:

- i) Contract Labour (Regulation and Abolition Act), 1970.
- ii) Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
- iii) Industrial Dispute Act, 1947.
- iv) Payment of Gratuity Act, 1972.
- v) Equal Remuneration Act, 1976.
- vi) Employees Provident Fund and Misc. Provisions Act, 1952.
- vii) Minimum Wages Act, 1948.
- viii) ESI Act, 1948 and
- ix) Laws applicable to women, wherever applicable and any other relevant statutes, together with the amendments, thereon. The contractor shall maintain various registers as required under the statutes and produce to the officer of the Corporation nominated for

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

the purpose, every month/as and when required for verification. No child labour should be engaged.

All liabilities such as compensation under Employee's Compensation Act, PF Act and other acts rules and regulations of the Govt. prevailing and as amended from time to time will be to the tenderer's/contractor's account and the tenderer must indemnify the DCI against such liabilities. By submission of online tender by the tenderer /contractor DCI shall be deemed to have been indemnified and kept indemnified by the tenderer against all such claims.

19. Taxes and Duties

The contractor shall pay all taxes including, levies, duties, etc. which he 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 bid in respect of or in accordance with the execution of contract and DCI will in no way be liable in this regard.

20. 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.

21. Breach of Contract:

In the event of any breach of contract on the part of the contractor, the Corporation reserves the right to forfeit the entire performance security deposit including converted EMD amount apart from invoking other rights and remedies as per the Contract.

DCIL also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer. Further, the firm /contractor is liable to be blacklisted and prevented from participating in the future tenders of the Corporation for a specified period. The period of blacklisting and manner of black listing shall be decided by the competent authority.

22. Information about Employment of Relatives:

The Bidder shall enclose a certificate in the prescribed format (**Annexure-V**) that "he is 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 Ports Shipping and Waterways, Government of India". The Bidder shall also furnish a declaration along with his bid enclosing the names of the relatives who are employed in DCI.

23. Undertaking that bidder has not indulged in corruption:

The bidder shall enclose a certificate in the prescribed format (**Annexure-VI**) that he had not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid. The bidder shall disclose on his letter head any payments made or proposed to be made to any intermediaries (agents etc) in connection with the bid.

24. Information about Litigation:

The bidder shall enclose a certificate in the prescribed format (**Annexure-VII**) that he did not have any current litigation with any party/firms. If he/she is in current litigation with any party/firms, the bidder shall enclose the same along with this bid

25. Vendor registration form:

The bidder shall fill the details in the Vendor Registration Form in the prescribed format (**Annexure-VIII**) and up load relevant documents viz., PAN, GST no. Bank account no. etc. for vendor registration form.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

26. Notices:

Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by e-mail. The address and email id of the bidder for this purpose is as given in the Vendor Registration Form. The address and email id of DCI is as given in the first page of Invitation for Bid.

All notices to the bidders during the process of finalization of tender shall be sent by e-mail only by DCI as well as e-procurement portal. Hence Bidders are requested to indicate their valid corporate e-mail- id and mobile no. of authorized representative for communications through e- mails / SMS alerts (if any).

27. Debarring or Black listing:

In the event of failure or breach of the contractual obligations, the Contractor/firm may be blacklisted and prevented from participating in the future tenders of the corporation for a specified period. The period of blacklisting and manner of blacklisting shall be decided by the Competent Authority.

28. Notice to Contractor:

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the Contractor's Site Office or to the address as appearing in the bid submitted or by email to the e-mail address given in the bid. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch or date of e-mail.

29. Recoveries:

On post-check of any bill, if it is found sum be recoverable from the contractor the same shall be recovered from any sum due to the contractor against any bill of the contractor and/or from his security deposit and or from any other contract with corporation and/or demand.

30. Limitation of Liability

Except as provided in this Tender/in the Contractual conditions or except in cases of negligence or willful misconduct, the Contractor shall not be liable to DCI, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the DCI.

31. 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.

32. All disputes arising out of or under this contract will be subject to the jurisdiction of court at VISAKHAPATNAM only.

33. Backing Out

The bidder shall enclose a certificate in the prescribed format (**Annexure-X**) that they did not have any backed out from any tender during last three years after award of work. If the bidder has backed out any tender. then your bid will be rejected and will be disqualified.

34. Backing out from contract:

In case of backing out from the contract for any reasons including extension period, the entire Performance security, Security deposit, etc will be forfeited.

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DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

SECTION-IV

SPECIAL TERMS AND CONDITIONS OF CONTRACT

The following Special terms and Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. SCOPE OF WORK:

1.1 In broad (Overall):

DCI is interested to engage experienced suitable agency for the work of “Providing Agency Services to DCIL’s Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29)”.

1.2 In Specific (BOQ item wise):

Sl. No.	Description (Name of Service)
1	Agency fee including conveyance, communication and misc expenses with Port /Customs.
2	Port Health Officer is to be arranged on board DCI Vessels including transport. - Renewal of SSEC/SSCEC/De-rating certificate
3	Port Health Officer is to be arranged on board DCI Vessels including- Renewal of Medical Chest inspection transport
4	CTM delivery per vessel (includes conveyance & insurance)
5	Inward / outward clearance at the time of arrival/ sailing per call
6	Pest control services on board dredgers
7	Conversion of vessels - From Coastal to Foreign trade
8	Conversion of vessels - From Foreign to Coastal trade
9	Crew change (SIGN-ON, SIGN-OFF incl. immigration)
10	Bunker permission
11	Diving permission
12	Hot Work permission
13	Bunker & Lubricants survey
14	To arrange for a Doctor in case the crew needs medical assistance.

* Above is descriptive only, please refer Cl. 1.4 of SECTION-IV SPECIAL TERMS AND CONDITIONS OF CONTRACT for detailed scope

1.3 Work Requirements:

In broad (Overall):

- a) The services of Agents shall be made available on as and when required basis depending on the work requirements.
- b) In case of holidays and during late hours, services should be rendered based on the intimation given to the contact telephone numbers, provided by the Contractor.
- c) Upon commencement of the contract, the Contractor’s representative shall be available on all working days and holidays and should attend the calls from dredgers/DCI immediately.
- d) The Contractor should be able to cater/provide immediately any number of requirements as desired by the corporation on any day within reasonable period on intimation.

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DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

- e) If the Contractor fails to do so, alternative arrangements will be made at the risk & cost of the contractor and expenses incurred thereof will be deducted from the successful tenderer while settling their bills.
- f) DCI TSHDs (Trailer Suction Hopper Dredgers) and CSDs (Cutter Suction Dredgers) will have approximate operational manning varying from 35 to 45 personnel per vessel. However, during layup/dry-dock repairs, the manning will be reduced as per our Company's policy from time to time.
- g) Other services, if any, shall be utilized as per the requirements through the agents at discretion of the Corporation.
- h) Any other services such as port dues, on account of the Corporation shall be paid at actuals to the Contractor subject to the production of documentary proof/ supporting documents. No other expenses will be payable to the contractor.
- i) The contract period shall be for a period of three years from 01/10/2026 or date as indicated in LoA/Work Order.
- j) DCI reserves right regarding giving extension, deciding period of extension, curtailment of the contract period and decision in the matter will be final.
- k) Operating agency service at port is subject to DCI getting dredging work.
- l) In case DCI is not getting work during this contract period or in particular year of contract at the projects, no work will be allotted to Contractor regarding agency services mentioned in the tender and no compensation will be entertained from the contractor in this regard.
- m) In case agency services are required at a particular port, DCI has full discretion of operating any of the item/quantum of quantity in the BOQ or all the items as mentioned in Schedule of Rates/BOQ.
- n) The quantity mentioned for each of the item in BOQ for each project is approximate only and may increase or decrease, depend upon operational requirements at that project/s. No claim nor any type of compensation will be entertained from the contractor and the contractor has to execute the contract as per the agreed rates and Terms & Conditions.
- o) Out of the various projects given in the Bill of Quantities, the bidder may quote for both or either of the projects. However, the bidder should invariably quote for all the items of the BOQ for a particular project for which the bidder is interested to quote. If not so, the bid will be rejected.
- p) After placing the LoA, Contractor has to commence the work from the effective date stated in the LoA/date intimated by DCI Project Office.
- q) The agents shall notify and keep DCI updated with regard to new / amendments with regard to rules & regulations, policies, etc. issued by local port / customs / immigration / any other statutory authorities from time to time.

1.4. In Specific (item wise):

1.4.1. Agency fee:

- a) The agency fees for a vessel include all agency services of that vessel except for the services mentioned separately.
- b) It is paid on lump sum basis per vessel per month.
- c) It includes conveyance, communication and all miscellaneous expenses with Port /Customs/immigration/etc for arranging berth, unberthing, anchorage, pilotage, tugs, mooring& all other port-related marine services as per DCI requirement.
- d) It shall be limited to 50% of the agreed rate, in case the dredger remains idle under port instructions/break down/double-banking/alongside berth/anchorage for more than 10 days in a month.
- e) Certification from Master of the vessel for the services rendered during the month to be enclosed with the monthly invoice.

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1.4.2. & 1.4.3. Arranging PHO for SSEC/ SSCEC/ De-rating certificate and Renewal of Medical chest :

- a) Port Health Officer is to be arranged on board DCI Vessels as and when necessary for medical chest inspection, SSEC/ SSCEC, De-rating certificate, routine inspection, etc.,
- b) Above items are paid on lumpsum basis per call per vessel.
- c) It includes PHO fees, conveyance/ transport, communication and miscellaneous expenses.
- d) For the purpose of visit to vessel at stream (to & fro), the Contractor may avail the service of DCI Routine Boat at free of cost, as per the Boat timing given by the Project Office.
- e) Certification from Master of the vessel for the PHO visit arranged with details of purpose and date of visit to be enclosed with the monthly invoice.

1.4.4. Cash to Master (CTM) delivery:

- a) It is paid on lump sum basis per trip per vessel.
- b) It includes conveyance, communication and miscellaneous expenses including insurance.
- c) Project Office will intimate the date of payment to the Master and DCI shall credit the required amount to Contractor.
- d) Contractor is required to make the payment directly to the Master of the vessel specified as per the schedule/ date given by PO and produce the required acknowledgement to Project Office (PO).
- e) For the purpose of visit to vessel at stream (to &fro), the Contractor may avail the service of DCI Routine Boat at free of cost, as per the Boat timing given by the Project Office.
- f) Signed & stamped Cash receipt from Master of the vessel to be enclosed with the monthly invoice.

1.4.5. To arrange inward / outward clearance:

- a) Port clearance of vessels is to be arranged whenever a vessel enter/exit a port. All relevant documents to be collected from the vessel by the agency& submitted to the authorities concerned, etc
- b) It is paid on lump sum basis per call per vessel.
- c) It includes conveyance, communication and miscellaneous expenses.
- d) Port related charges towards Port dues, Tug Assistance, Pilotage, alongside Berth, anchorage charges, etc., if any are either non-chargeable by the port or adjusted from the dredging payable to DCI as per the dredging agreement, and hence the charges need not be payable by the agency to the port. In case of no such provision in dredging agreement with port or where there is no dredging contract existing with that port for DCI, the agency shall pay all the applicable port related charges from their end and claim reimbursement of the expenses from DCI in the monthly invoice by enclosing the supporting documents/bills/vouchers duly certified by Master of the vessel for the services rendered.
- e) Port/customs/immigration inward/outward clearance and the receipt for port charges paid by the contractor, issued by the port are to be enclosed along with all supporting documents with the monthly invoice.

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1.4.6. To arrange pest control services:

- a) It is paid on lump sum basis per call per vessel.
- b) It includes conveyance, communication and miscellaneous expenses including equipment & accessories, man-power, medicines/chemicals, etc.
- c) Pest Control services are to be arranged on board DCI Vessels as and when necessary, at berth or at anchorage or double-banking or drydock, to the satisfaction of the shipstaff.
- d) For the purpose of visit to vessel at stream (to &fro), the Contractor may avail the service of DCI Routine Boat at free of cost, as per the Boat timing given by the Project Office.
- e) Certification from Master of the vessel for arranging pest control to be enclosed with the monthly invoice.

1.4.7. & 1.4.8. Conversion of vessels (From Coastal to Foreign trade& vice-versa):

- a) It is paid on lump sum basis per vessel per time.
- b) It includes conveyance, communication and miscellaneous expenses including visit of officials of customs/immigration/others, on board, as required.
- c) Conversion of vessels – From Coastal to Foreign trade or vice-versa is to be done as and when necessary and submitted to DCI accordingly. All relevant documents to be collected from the vessel for the purpose.
- d) Certification from Master of the vessel for receiving original conversion certificate to be enclosed with the monthly invoice.

1.4.9. Crew change (SIGN-ON / SIGN-OFF) including immigration:

- a) Statutory services necessary during Crew change are to be provided as and when necessary on all days.
- b) It is paid on lump sum basis per crew change.
- c) It includes conveyance, communication and miscellaneous expenses.
- d) Certification from Master of the vessel for work done with list of Officers& Crew for whom service has been rendered to be enclosed with the monthly invoice.

1.4.10. & 1.4.11 & 1.4.12. Bunker permission, Diving permission, Hot Work permission

- a) Relevant Permissions to be obtained from the concerned authorities and provided to the vessel.
- b) It is paid on lump sum basis per permission per vessel.
- c) It includes conveyance, communication and miscellaneous expenses.
- a) Certification from Master of the vessel for work done with list of Officers/ Crew for whom service rendered to be enclosed with the monthly invoice

1.4.13. Bunker & Lubricants survey

- a) It is paid on lump sum basis per vessel.
- b) It includes conveyance, communication and miscellaneous expenses.
- c) Bunker Surveyor to be carried out by the contractor on board, check & determinate ROB of fuel & lubricants held on the board the vessel (in all storage tanks, containers, barrels) to be done & detailed survey report to be submitted in triplicate. Same to be certified & signed by bunker surveyor, Master & CEO of the vessel, DCI's authorized personnel & the third-party's authorized representative/personnel.
- d) Certification from Master of the vessel for work done along with copy of the bunker survey report to be enclosed with the monthly invoice for payment.

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DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

1.4.14. To arrange for a doctor in case the crew needs medical assistance.

- a) It is paid on lumpsum per call basis.
- b) It includes conveyance, communication and miscellaneous expenses for arranging DG approved doctor's visit to vessel at stream/berth/double-banking/anchorage/dry-dock/etc.,
- c) Contractor to arrange for doctor's visit to vessel within 1-day notice from DCI & provide required medical assistance to ship staff on board.
- d) Certification of work done from Master of the vessel to be enclosed with the monthly invoice.

2. Commencement of Work:

The work should be commenced within 14 (fourteen) days from the date of issue of LOA. The date of commencement of work shall be from 01/10/2026 or the date as indicated in our LoA/Work Order, which will form the basis for the contract period.

3. Contract Period:

The contract period is for 03 years w.e.f **01.10.2026** or the date as indicated in our LoA / Work Order.

4. Failure of the Contractor (Risk & Cost) (Pursuant to ITB clause No 41)

If the contractor abandons the contract or fails to commence the work without valid reasons or is unable to maintain satisfactory Agency services as per the contract, DCI may give 5 days' notice to rectify the deficiencies. If the rectification of said deficiencies is not taken care of as per terms and conditions of contract to the satisfaction of DCI, apart from forfeiture of Performance security and Security deposit, the balance work shall be carried out at the risk and cost of the contractor. In this regard the total expenditure incurred will be deducted from the bills /balance amounts due to the contractor. If the total expenditure is more than the bills/balance amounts due to the contractor, then after adjustment from the bills/balance amounts due, the remaining is to be borne by the contractor and will be recovered from any amounts payable to the contractor from DCI and /or as debt due.

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DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-I

BID FORM

Date: _____

To

The Project Manager,
M/s.Dredging Corporation of India Limited,
Project Office: Kochi
Chackalackal Building, 2ndFloor,
K.P.Vallon Road,
Kadavanthara, Kochi-682020.

Sir,

Sub: Providing Agency Services to DCIL's Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29)-reg.

Ref :Tender No. DCI/KOC/OPS/AGENCY/01/2026-27 Date: 18-08-2026

Having examined the bidding documents, the receipt of which is here by duly acknowledged, we, the undersigned, offer to deliver *as per scope of work* 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 Bidis accepted, to provide the services in accordance with the schedule specified in the Schedule of Requirements/given by DCI and complying with all other terms and conditions of the tender and Contract.

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 _____ 2026.

[Signature] [In the capacity of]

Duly authorized to sign Bid for and on behalf of

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-II

FORM OF BANK GUARANTEE
(IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.:

Date:

To
The Dredging Corporation of India Limited,
H.B Colony Main Road,
Seethammadhara,
Visakhapatnam-530022.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at CoreNo.-2, First Floor, SCOPEMINAR, 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 "Providing Agency Services to DCIL's Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29)" (here in after called the said "Agreement"), of performance Security 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 Rs. (Rupees Only),

1. We here in after referred to as "the Bank" at the request of M/s. _____ (Contractor) do here by undertake to pay to the DCI an amount not exceeding Rs. _____ (Rupees Only) against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of by said Contractor of any of the terms and conditions contained in the said Agreement.
2. We do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the DCI without reference to the Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees _____ Only)
3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor or any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this bank guarantee being absolute and unequivocal. The payment so made by us under this bank guarantee 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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DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on or before _____, we shall be discharged from all liability under this guarantee thereafter.
5. We further agree that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of 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. Not with standing what is stated above, our liability under this guarantee will be limited to Rs. (Rupees _____ Only).

Dated _____ day of 2026

For

(Name of the bank with address)

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-III

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.
Date :

To
M/s. Dredging Corporation of India Limited,
H.B Colony Main Road,
Seethammadhara,
Visakhapatnam-530022

WHERE AS.....(hereinafter) called "the Tenderer" has submitted its tender datedfor the execution of (name of work).....(hereinafter called "the Tender") in favour of DREDGING CORPORATION OF INDIA LIMITED, H.B Colony Main Road, Seethammadhara, Visakhapatnam-530022

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 :

- a) if a Bidder:
 - i. withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - ii. does not accept the correction of errors pursuant to ITB Clause 30; or
- b) in the case of a successful Bidder, if the Bidder fails:
 - i. To accept the LOA/and work order or
 - ii. To pay performance security within 07(seven) days from the date of issue of letter of acceptance (or)
 - iii. To submit contract agreement duly signed and stamped in the prescribed formats within 10 (ten) days from the date of issue of letter of acceptance (or)
 - iv. to commence the work within 14 (fourteen) days from date of issue of LOA.

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 any one or more of the conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs...../(Rupeesonly) and will remain in force up to 120 days from the date of opening of Tender, 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 of2026

For(Indicate Name of the Bank)

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-IV

FORM OF CONTRACT AGREEMENT

This agreement made on day of _____ between **M/s. Dredging Corporation of India Limited**, a body under the Companies Act, 1956, having its Head Office at Office at "Dredge House", H.B Colony Main Road, Seethammadhara, Visakhapatnam (here in after 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 **"Providing Agency Services to DCIL's Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29)"** and whereas the CONTRACTOR has deposited a sum of Rs. _____ as Performance Security in the form of RTGS/NEFT/BG 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 the min the Conditions of Contract herein after 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 Tender submitted by the Contractor.
 - Instructions to Tenderer.
 - Conditions of Contract.
 - Specification for the Works.
 - Price Bid.
 - Work order/LoA.
 - Correspondence exchanged before the issue of work order by which the Conditions of Contract are amended, varied or modified in anyway 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.

CONTRACTOR

EMPLOYER

Signature :

Signature :

Name :

Name :

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

Designation :

Designation :

Seal :

Seal :

In the presence of Witness

Signature :

Signature :

Name & Address :

Name & Address :

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-V

PROFORMA FOR EMPLOYMENT OF RELATIVES

Date:

To
The Project Manager,
M/s.Dredging Corporation of India Limited,
Project Office: Kochi
Chackalackal Building, 2nd Floor,
K.P.Vallon Road,
Kadavanthara, Kochi-682 020.

Sir,

Sub: Tender for "Providing Agency Services to DCIL's Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29)" –Reg.

With reference to your Tender No.: DCI/KOC/OPS/AGENCY/01/2026-27 Date: 18-08-2026 and as per CI.No.22 of GCC, 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 Ports Shipping and Waterways, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘OR’

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 Ports,Shipping and Waterways, Government of India is given below:

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

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

**Strike out whichever is not applicable.*

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

PROFORMA FOR UNDERTAKING

ANNEXU-VI

Date:

To
The Project Manager,
M/s.Dredging Corporation of India Limited,
Project Office: Kochi
Chackalackal Building, 2nd Floor,
K.P.Vallon Road,
Kadavanthara, Kochi-682 020.

Sir,

Sub: Tender for "Providing Agency Services to DCIL's Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29)"–Reg.

With reference to your Tender No. DCI/KOC/OPS/AGENCY/01/2026-27 Date: 18-08-2026 and as per Cl.No.23 of GCC, 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,

As per Cl. No. 23 of GCC, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

PROFORMA FOR LITIGATION

ANNEXURE-VII

Date:

To
The Project Manager,
M/s.Dredging Corporation of India Limited,
Project Office: Kochi
Chackalackal Building, 2nd Floor,
K.P.Vallon Road,
Kadavanthara, Kochi-682 020.

Sir,

Sub: Tender for "Providing Agency Services to DCIL's Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29)" –Reg.

With reference to your Tender No. DCI/KOC/OPS/AGENCY/01/2026-27 Date: 8-08-2026 and as per Cl.No.24 of GCC, we hereby certified that, we do not have any current litigation with any party/firms.

‘OR’

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

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

*Strike out whichever is not applicable.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-VIII

VENDOR REGISTRATION FORM

FORM FOR VENDOR CODE CREATION/CHANGES IN ERP			
<u>1.0 VENDOR DETAILS:</u>			
Name of the Vendor		* Vendor Code	
Address (including PIN code)			
Mobile Number		Email ID	
<u>2.0 Taxation and Other Registration Details : (Supporting copies needs to be attached)</u>			
PAN No.		GSTIN	
Type of Vendor	Registered / Unregistered / Composite Dealer <i>(Tick whichever is applicable)</i>		
<i>Note: In case vendor does not provide PAN, TDS @ 20% will be deducted</i>			
<u>3.0 Bank Details : (Copy of cancelled cheque needs to be attached)</u>			
Bank Name, Branch & City			
Bank Account Number		IFSC Code	

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-IX

BANK ACCOUNT DETAILS

To
The Project Manager,
M/s.Dredging Corporation of India Limited,
Project Office: Kochi
Chackalackal Building, 2nd Floor,
K.P.Vallon Road,
Kadavanthara, Kochi-682 020.

Sir,

Sub: Tender for "Providing Agency Services to DCIL's Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29)" –Reg.

With reference to your Tender No. DCI/KOC/OPS/AGENCY/01/2026-27 Date: 18-08-2026 and as per Cl.No.12.1.9 of ITB, of Tender, we hereby furnish 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 :

Cancelled cheque enclosed

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-X

PROFORMA FOR BACKING OUT DECLARATION

To
The Project Manager,
M/s.Dredging Corporation of India Limited,
Project Office: Kochi
Chackalackal Building, 2nd Floor,
K.P.Vallon Road,
Kadavanthara, Kochi-682 020.

Sir,

Sub: Tender for "Providing Agency Services to DCIL's Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29)" –Reg.

With reference to your Tender No. DCI/KOC/OPS/AGENCY/01/2026-27
Date: 18-08-2026 and as per Clause No.33 of GCC, we hereby certify that, we have not backed out from any tender after award of work, during last three years ending July 2026

"OR"

We have backed out of tender/work after award of work issued by following employer(s):

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

Thankingyou,

Yoursfaithfully,

Signature of the Tenderer with seal

**Strike out whichever is not applicable.*

Signature of Tenderer with Seal

SECTION-V
CHECK LIST FOR TECHNICAL BID

1. A Bid Form except the Price Schedule
2. A list of works bided for and in hand / being executed as on the date of submission of bid with proof of documents.
3. 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
 - i) Audited balance sheet for the last three years ending with **31st March 2026**
 - ii) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 7 years ending **July 2026** The certificate should include the following information:
 - a) Brief description of the work
 - b) Contract amount / rates.
 - c) Time limit for completion
 - d) Whether the work has been completed within the stipulated time.
 - e) Whether any liquidated damages have been levied.
4. Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail-id treasury@dcil.co.in along with electronic receipt/ UTR.
5. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of
 - i) e-Payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.
 - Or
 - ii) Bank Guarantee (copy to be uploaded online. **Please refer to “NOTE” regarding the submission of original BG**)
6. Copies of original document defining the constitution or legal status, Place of registration and principal place of business of the company or Partnership.
7. Copy of PAN Card.
8. Copy of GST Registration Certificate.
9. Bank details along with copy of cancelled cheque.
10. Power of Attorney on stamp paper(non-judicial) **Rs. 200/-**, in favor of the person authorized to sign the tender document. (If the tender document is signed by owner/proprietor of the firm, then also, he shall authorize himself for the same on stamp paper.)
11. Annexure I to X
12. Check list for Technical Bid
13. Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer.
14. Other documents prescribed in this bid document not mentioned above.

NOTE: Of the above documents, Sl.No.5 (ii) EMD (in case of BG), Sl.No.10 Power of Attorney in ORIGINALS shall be forwarded so as to reach the address of Tender Inviting Authority or “any of DCI offices with intimation to Tender Inviting Authority” before due date of Submission of tender without which tender may be considered irresponsible.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

PRICE BID / BILL OF QUANTITIES (BOQ)
(FOR COVER-B)

PREAMBLE

- 1) The items given in the Price Bid / Bill Of Quantities are for “Providing Agency Services to DCIL's Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29).”
- 2) The rates quoted in the Price Bid / Bill Of Quantities are all inclusive except GST. Contractor shall raise GST invoice and mention their GST Registration Number on the Invoice.
- 3) The payment would be made for relevant items of Price Bid / Bill of Quantities as detailed in Payment Clause.
- 4) No charges, other than those specified in the bid conditions shall be payable.
- 5) No interest will be payable by DCI on payments for any reason what-so-ever.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

PRICE BID/BILL OF QUANTITIES (BOQ)

Name of work: Providing Agency Services to DCIL's Dredgers and other vessels at Kochi for a period of 3 years (2026-27, 2027-28 & 2028-29).

Tender No: DCI/KOC/OPS/AGENCY/01/2026-27

Date: 18-08-2026

Sl. No.	Description	Unit	Rate (In Rs.) Excluding GST		
			Quantity	Rate	Total amount
A	B	C	D	E	F=DxE
1	Agency fee including conveyance, communication and misc expenses with Port /Customs.	per vessel per month	108		
2	Port Health Officer is to be arranged on board DCI Vessels including transport. - Renewal of SSEC/SSCEC/DE-RATING certificate	per call per vessel	24		
3	Port Health Officer is to be arranged on board DCI Vessels including transport. - Renewal of Medical Chest inspection	per call per vessel	18		
4	CTM delivery per vessel (includes conveyance & insurance)	per trip per vessel	108		
5	Inward / outward clearance at the time of arrival/ sailing	per call per vessel	24		
6	pest control services on board dredgers	per call per vessel	36		
7	Conversion of vessels – From Coastal to Foreign trade	per call per vessel	3		
8	Conversion of vessels – From Foreign to Coastal trade	per call per vessel	3		
9	Fees for crew change (sign-on, sign-off incl. Immigration)	per crew change	2160		
10	Bunker permission	per permission	108		
11	Diving permission	per permission	36		
12	Hot Work permission	per permission	108		
13	Bunker & Lubricants survey	per call per vessel	6		
14	To arrange for a doctor in case the crew needs medical assistance.	per call	15		

GRAND TOTAL AMOUNT(Rs.)

Note:

- i) Bidder has to quote compulsorily for all the items from Sl. No. (1) to (14), and to show the Grand Total for Sl.no.1 to 14. Accordingly, same will be considered for L1 evaluation for the project. If not so, the quote shall not be considered for evaluation and bid will be rejected.
- ii) The quantity mentioned above is approximate only, for 3-years contract period, which may decrease or increase as per operational requirements.
- iii) Bidders to refer Cl. 1.4 of Special conditions of contract for detailed work scope.
- iv) The above items are anticipated requirements of DCI and bidders are advised to quote realistic rates for carrying out the work. Contractor is obliged to carry out the works at quoted rates.

Signature of Tenderer with Seal