DREDGING CORPORATION OF INDIA LIMITED VISAKHAPATNAM

DCI/MKTG/870/2024 Date: 07.02.2024

Corrigendum No. 1

Sub: Invitation of Bids for "Chartering of DCI Dredge XVIII" – Pre-bid Clarifications – Reg...

Ref: 1) IFB No: DCI/MKTG/ DR-XVIII/2024, dated 02.02.2024

Further to above, the pre-bid clarifications are furnished hereunder:

Sl. No.	Ref	Original Clause	Query	Clarification
1	Box No.9	b) Owner will raise bill every 10 days	Owner is requested to modify the clause as	Tender condition prevails.
	(Charter Hire	(during the charter hire period including	outlined below:	
	Payment) of	extension of charter period, if any) for hire	b) Owner will raise bill every 15 days (during	
	Annexure-11	charges under the charter. Charterer shall	the charter hire period including extension of	
	Pg. No.35	approve the bill and shall make payment	charter period, if any) for hire charges under	
		within 5 working days from the date of issue	the charter. Charterer shall approve the bill	
		of Invoice (excluding day of issue of	and shall make payment within 10 working	
		invoice).	days from the date of issue of Invoice	
			(excluding day of issue of invoice).	
2	Box No.10	Vessel shall be treated as 'On hire' as soon	The Owner shall ensure that the vessel is in	Tender condition prevails.
	(Place, date and	as the delivery note is signed by both the	operational condition prior to signing of	Please refer the below clauses:
	time of delivery)	parties.	delivery note.	1) Cl. No. 12 (Inspection of
	of Annexure-11			dredger) of IFB (Pg. No. 10).
	Pg. No.35			2) Cl. No. 1 (Delivery) of GCC
				of Annexure-11 (Pg. No. 37).
3	Cl. No. 1	Charter hire period will start from the time	Owner is requested to modify the clause as	Tender condition prevails.
	(Delivery) of	of delivery at Port of delivery mentioned at	outlined below:	
	Annexure-11	Box 13, then after, Charterer shall at his own	Charter hire period will start from the time of	
	Pg. No. 37	cost take permission from the statutory	delivery at Port of delivery mentioned at Box	

Sl. No.	Ref	Original Clause	Query	Clarification
		authority to tow the vessel, tow the vessel to	13, then after, Charterer shall at his own cost	
		the place(s) of deployment by his own	tow the vessel to the place(s) of deployment	
		arrangement and cost and will make his own	by his own arrangement and cost and will	
		arrangement at his cost to shift the dredger	make his own arrangement at his cost to shift	
		from place to place while undertaking	the dredger from place to place while	
		dredging / while taking to the berth for	undertaking dredging except while taking to	
		maintenance / repairs / statutory inspections.	the berth for maintenance / repairs / statutory	
			inspections which shall be in scope of the	
			Owner. Additionally, the Owner shall take	
			necessary permission/ outward process/	
			clearances etc. from the statutory authority to	
			tow the vessel	
4	Cl. No. 1	If the Vessel is out of place of Survey than	Owner is requested to modify the clause as	Tender condition prevails.
	(Delivery) of	Port of Survey as per certificate, Vessel	outlined below:	
	Annexure-11	must be surveyed and new certificate of	If the Vessel is out of place of Survey than	
	Pg. No. 37	Survey to be obtained before it first begins	Port of Survey as per certificate, Vessel must	
		to ply and after it returns or subsequent	be surveyed and new certificate of Survey to	
		return to place of survey. The said	be obtained before it first begins to ply and	
		arrangement including all plying	after it returns or subsequent return to place of	
		permissions at port(s) of deployment is to be	survey. The said arrangement including all	
		done by charterer and related arrangement,	plying permissions at port(s) of deployment is	
		cost and time shall be on charterers account	to be done by Owner and related arrangement,	
		and vessel shall be treated as on hire during	cost and time shall be on Owner's account and	
		so.	vessel shall be treated as off hire during so.	
5	Cl. No.7.VII.	Arranging berth / anchorage, paying berth	Owner is requested to modify the clause as	Tender condition prevails.
	(Maintenance	hire and anchorage charges during	outlined below:	
	and Operations)	breakdown and maintenance upto 10 days.	Arranging berth / anchorage, paying berth	
	of Annexure-11	Responsibility- Charterer	hire and anchorage charges during breakdown	
	Pg. No.39	On Account of - Charterer	and maintenance upto 15 days.	

Sl. No.	Ref	Original Clause	Query	Clarification
			Responsibility- Owner	
			On Account of - Owner	
6	Cl. No.7.XII. (Maintenance and Operations) of Annexure-11 Pg. No.40	Supply of bunkers, lubes and freshwater (operational & non-operational (maintenance/ breakdown / vessel kept idle/ statutory body inspection)). In case the non-operational time due to maintenance/ breakdown in a single instance is exceeding 10 days, non-dredging fuel which shall be consumed beyond the initial 10 days shall be on Owner account and such cumulative non-dredging fuel expenditure	Owner is requested to modify the clause as outlined below: Supply of bunkers, lubes and freshwater (operational & non-operational (maintenance/ breakdown / vessel kept idle/ statutory body inspection)). In case the non-operational time due to maintenance/ breakdown in a single instance is exceeding 5 days, non-dredging fuel which shall be consumed beyond the initial 5 days shall be on Owner account and such cumulative non-dredging fuel	Tender condition prevails.
		on Owner account till 'Out survey' shall be adjusted during Out survey.	expenditure on Owner account till 'Out survey' shall be adjusted during Out survey.	
7	Cl. No.7.XVII. (Maintenance and Operations) of Annexure-11 Pg. No.41	Transportation of crew/ officers from place of delivery to area of operations, to other Ports in case of shifting the vessel from Port to Port and from area of operations to redelivery including temporary stay at respective places. Responsibility- Charterer On Account of - Charterer	Owner is requested to modify the clause as outlined below: Transportation of crew/officers from place of delivery to area of operations, to other Ports in case of shifting the vessel from Port to Port and from area of operations to redelivery including temporary stay at respective places. Responsibility-Owner On Account of - Owner	Tender condition prevails.
8	-	-	Owner is requested to add the clause as outlined below: In case of requirement of the dredger at other ports or for other assignments during the original charter period, Owner shall withdraw	It is clarified that, in case Owner will be required to deploy the dredger at other Port due to his obligation, a 7 days' notice shall be given to the Charterer to de-

Sl. No.	Ref	Original Clause	Query	Clarification
			the dredger and the dredger shall be redeployed upon completion of the dredging work of that port or substituted with other dredger of equivalent capacity, subject to availability. The period for which dredger is not available with Charterer for dredging shall not be counted in above charter period. In case during above period, Owner has demobilized the dredger and re-mobilized the same in multiple times or provided substitute dredger, de-mobilization and re-mobilization	hire the vessel from the Port of operation, however, cost of towing the vessel and required permissions to tow the vessel to any port in the East Coast of India shall be on account of Charterer. Charter agreement stands terminated upon redelivery of the vessel accordingly.
9	Cl. No.14 (Substitute Vessel) of Annexure-11 Pg. No.45	Not Used	shall be on Owner's account. Subject to requirement of Owner / Charterer and as per availability of other vessel of equivalent capacity, the chartered vessel can be substituted or redeployed.	It is clarified that, no substitute
10	Cl. No.28 (Arrangement of Survey & Cost and Time) of Annexure-11 Pg. No.48	If the Vessel is out of place of Survey than Port of Survey as per certificate, Vessel must be surveyed and new certificate of Survey to be obtained before it first begins to ply and after it returns or subsequent return to place of survey. The said arrangement including all plying permissions at port(s) of deployment is to be done by charterer and related arrangement, cost and time shall be on charterer's account and vessel shall be treated as on hire during so.	Owner is requested to modify the clause as outlined below: If the Vessel is out of place of Survey than Port of Survey as per certificate, Vessel must be surveyed and new certificate of Survey to be obtained before it first begins to ply and after it returns or subsequent return to place of survey. The said arrangement including all plying permissions at port(s) of deployment is to be done by Owner and related arrangement, cost and time shall be on Owner's account and vessel shall be treated as off hire during so.	Tender condition prevails.

This Corrigendum No.1 shall form part of the tender document and shall be signed and submitted along with the bid. All other terms and Conditions remain unaltered. Bidders/applicants are advised to visit the websites https://dredge-india.com regularly till the due date of submission of tender for updates if any.

For, Dredging Corporation of India Ltd.

General Manager (BD)





Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4573162 Dated/दिनांक : 02-02-2024

Bid Document/ बिड दस्तावेज़

PULP AND THE PROPERTY.		
Bid Details/बिङ विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-02-2024 15:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-02-2024 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ports, Shipping And Waterways	
Department Name/विभाग का नाम	Dredging Corporation Of India Limited	
Organisation Name/संगठन का नाम	Dredging Corporation Of India Limited	
Office Name/कार्यालय का नाम	Dredge House Port Area Visakhapatnam	
Item Category/मद केटेगरी	Custom Bid for Services - CHARTERING OF DCI DREDGE XVIII	
Contract Period/अनुबंध अवधि	6 Month(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	389 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)	
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	

Bid Details/बिड विवरण	
Type of Bid/बिंड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	129600000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	648000

ePBG Detail/ईपीबीजी विवरण

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ı	Required/आवश्यकता	No
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- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

GENARAL MANAGER BUSINESS DEVELOPMENT DREDGE HOUSE, HB COLONY MAIN ROAD, SEETHAMMADHARA, VISAKHAPATNAM-530022, AP, INDIA (Dredging Corporation Of India Limited)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
MSL Fulcilase Fleterence/ एक एसई खराद परायता	les

- 1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost: or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost: or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:<u>1706876211.pdf</u>

Service Level Agreement (SLA): 1706876216.pdf

Payment Terms: 1706876222.pdf

GEM Availability Report (GAR): 1706876248.pdf

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid): 1706876279.pdf

Custom Bid For Services - CHARTERING OF DCI DREDGE XVIII (1)

Technical Specifications/तकनीकी विशिष्टियाँ

	Specification	Values
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Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	CHARTERING OF DCI DREDGE XVIII	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
Addon(s)/एडऑन		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Ramesh Babu Moodavath	530022,Dredging Corporation of India, Dredge House, H B Colony Main Road, Seethammadhara, VISAKHAPATNAM	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as

null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---