

DREDGING CORPORATION OF INDIA LIMITED
CPP-Tender



DREDGING CORPORATION OF INDIA LIMITED
HEAD OFFICE : VISAKHAPATNAM

Dredge House, HB Colony, Seethamadhara,
Visakhapatnam-530022,
Andhra Pradesh

E – MAIL ID: durgaprasad@dcil.co.in
hodmat@dcil.co.in, matspares@dcil.co.in, bharathi@dcil.co.in

TENDER FOR

SUPPLY OF LSA ITEMS FOR DCI DREDGERS ON RATE CONTRACT BASIS

Tender No: DCI/MAT/HO/LSA-RC/26-27/02 Dt: 27-04-2026

Signature of Tenderer with Seal

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HEAD OFFICE: VISAKHAPATNAM

Ref: DCI/MAT/HO/LSA-RC/26-27/02

Date: 27-04-2026

SECTION-I

INVITATION FOR BIDS (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, It's 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.

DCI intends to procure LSA ITEMS for ship's Operation. In this regard, sealed Tenders are invited on two-bid systems through E Procurement from competent and experienced firms for the following service. Tenderers have to submit the offer through E-Procurement portal <http://www.cpp.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 onetime activity only. The complete tender document shall be available on the website of DCI- <http://www.dredge-india.com> and e-Procurement <http://www.cpp.gov.in>

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|----|--|---|--|
| 1. | Name of Work | : | Supply of LSA ITEMS on rate contract basis for a period of two year plus extendable for one more year for DCI DREDGERS. |
| 2. | Delivery Period | : | 4 Weeks from date receipt of Purchase Order (PO). |
| 3. | Cost of Tender document* | : | Rs.2,950/- (Rupees Two Thousand Nine Hundred and Fifty only) Including GST @ 18%, payable by NEFT/RTGS. Tender Cost is non-refundable even if the tender is cancelled. |
| 4. | Earnest Money Deposit (EMD)* | : | Rs.4,24,000/- (Rupees Four lakh Twenty-Four Thousand only) payable by NEFT/RTGS/BG to DCI bank account given below. |
| 5. | Validity of the Tender | : | 180 (One Hundred and Eighty) days from the date of opening of Tender. |
| 6. | Availability of bid Document in DCIL & CPP Procurement website for downloading | : | From 27-04-2026 to 18-05-2026 up to 15:00 hrs |

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| | | | | |
|--|--|----|--|---------------------------------------|
| 7. | Last Date & time of submission of Bid and EMD | : | 18-05-2026 up to 15:00 Hrs | |
| 8. | Date and time of opening of : a) Technical bid b) Price Bid | : | a) 18-05-2026 at 15:30 Hrs b) Will be intimated later | |
| | Detail of Bank account of DCIL to which bidders can pay following: 1. Cost of Tender documents, 2. EMD, 3. Performance security, Or, for any other payments due to be paid to DCIL. | a) | Name of the Company | Dredging Corporation of India Limited |
| | | b) | Name of the Bank | Canara Bank |
| | | c) | Branch Name | DCI Ltd. Branch, Visakhapatnam |
| | | d) | IFS Code | CNRB0013583 |
| | | e) | Swift code | SYNBINBB032 |
| | | f) | Account type | Current account |
| | | g) | Current Account No. | 35833070000014 |
| | | h) | GST No. | 37AAACD60B2ZA |
| <p><i>Note:</i> Tenderers shall send mail to treasury@dcil.co.in, matspares@dcil.co.in, hodmat@dcil.co.in, bharathi@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 EMD payment document must be uploaded in the Technical Folder. Physical mode of payment i.e Banker cheques or Demand drafts will not be accepted.</p> <p>* Exemption under MSME towards, EMD, tender fee only., shall be considered with valid documents to the extent permitted by Government. DCI registered vendors are exempted from payment of tender cost & EMD.</p> <p>Note: i) No exemption shall be provided to MSME Vendors for relaxation towards Turnover and Experience as the tendered items are related to safety and security.</p> <p>ii) Tenders Received without EMD or with lesser amount of EMD will be summarily rejected.</p> | | | | |

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PRE-QUALIFICATION CRITERIA:

1. Documentary proof in support of supply of tendered items:

(A) FINANCIAL CRITERIA

The applicant should have achieved minimum annual turnover value of Rs. 1,06,00,000/- in works and should be relevant to supply of tendered items, duly certified by chartered account in any of the year over a period of past 7 years ending 31st March 2025.

(B) EXPERIENCE

Experience and past performance on similar contracts during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

i) Three similar completed works costing each not less than the amount equal to

Rs. 84,80,000/-

OR

ii) Two similar completed works costing each not less than the amount equal Rs. 1,06,00,000/-

OR

iii) One similar completed works costing each not less than the amount equal of

Rs. 1,69,60,000/-.

Note:

- a. "Similar Work" Means tenderer should have supplied LSA ITEMS with along with relevant Test Certificates to Shipping Companies/Industrial Organizations for the last seven years ending March 2025.
- b. Copy of the work order / purchase order and work completion certificate / delivery challan duly signed by employer / purchaser to be submitted with technical bid (Cover –A).
- c. Proof of EMD and Tender Document fee to be submitted.
- d. No exemption for MSME/MII Vendors in financial and past experience criteria in the tender finalization as these items are safety related.**

2. The terms and conditions as mentioned in the Tender document uploaded in CPP Portal shall only be considered for finalization of tender.

3. Bid must be submitted only on CPP Portal (<https://CPP.gov.in/>). Further, the following documents in addition to uploading in CPP Portal, shall also be

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submitted in Original (in physical form) on or before the bid opening provided the scanned copies of the same have been uploaded in CPP Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned below:

- i) EMD/Bid Security /Declaration for Bid Security (NEFT/RTGS/BG)
- ii) Power of Attorney
- iii) Integrity Pact duly signed

Address:

DREDGING CORPORATION OF INDIA LIMITED
Dredge House, HB Colony,
Seethamadhara,
Visakhapatnam-530022,
Andhra Pradesh

- 4) The participant of the tender should be either manufacturer (Principals) or his authorized stockiest / distributors / dealers and the proof of document to be submitted.
- 5) In the case of stockiest / distributors / suppliers, authorization letter from the original manufacturer should be submitted and also fulfill all the tender criteria to become technically qualified tenderer.

The Detailed NIT and Complete Tender Document are hosted in our website www.dredge-india.com, and www.CPP.gov.in interested parties shall visit the same. Sealed Tenders are invited under two bid system through E Procurement 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 our Website. Downloaded document shall be signed and shall 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 portal 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 matter 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.

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Dredging Corporation of India Ltd. reserves the right to:

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

Head Of Department (Mat)

Dredging Corporation of India Limited
Head Office, Visakhapatnam.

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SECTION-II
INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Requirements for participation in e-Tenders through CPP:

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

- 1.1 PC connected with Internet (For details, visit home page of CPP portal). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidders' premises to access the CPP 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 the CPP Procurement system or internet connectivity failures.
- 1.2 Online Enrollment/Registration with CPP Procurement portal with valid verification. 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 or his authorized person. It shall be the responsibility of the tenderer to ensure that they get registered with the CPP Procurement portal well in advance and download the documents before the last date and time for the same.

2. Eligible Bidders:

- 2.1 This Invitation for Bids is open to all Supplier / 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 Clients in accordance with [ITB Clause 36](#).

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.

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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 : [Prescribed Formats \(PF\)](#)
- f) Section-VI : [Schedule of Requirements -Technical Bid.](#)

ii. Price Bid /Bill of Quantities (BOQ) (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.

NOTE: The rates (basic rate) quoted in BOQ should be inclusive of packing & forwarding, Transportation, Classification/Test Certificate charges and exclusive of Tax should be shown separately.

5. Amendment of Bidding Documents:

- a. 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.
- b. The amendment/corrigendum will be uploaded in <https://www.CPP.gov.in> and <https://www.dredge-india.com> only and all prospective Bidders should visit from time to time website before submission of bid.
- c. 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

6. Details to be Given:

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

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7. 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.

8. Communication:

All communication sent by DCI as well as the E Procurement 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.

9. Documents Comprising the Bid:

Online- Two Covers: The offers are to be submitted online through E Procurement portal, (<http://CPP.gov.in>) in two covers.

The Bids shall be in Two Cover System consisting of:

(i) Technical Bid (Cover A); and (ii) Price Bid/ Bill of quantities (Cover B)

9.1 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 35 shall be filled in the prescribed format and uploaded along with the requisite documents/ Annexures in the Technical Folder in the order stated [ITB Clause 9.1\(1\) to 9.1\(14\)](#). 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.

1. A Bid Form except the Price Schedule (BOQ)
2. A list of works bidded 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 sheets, profit & loss statement & IT returns for the last three financial years ending 31st March 2025.

Copies of purchase orders (POs), delivery note/challans/receipts & invoices duly acknowledged/receipted by purchaser(s)/buyer(s) with signature & stamp

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of the authorized signatory (of buyer/purchaser), evidencing experience of having successfully completed works of similar nature during last 7 years ending March 2025.

4. Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS / BG) 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 e-Payment (NEFT / RTGS / BG) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.
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 Rs. 200/- stamp paper (non-judicial), duly notarized, 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. Annexures-I to IX (On company letter head).
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.

9.2 Price bid (Cover-B) :

The Cover-B, Price bid, containing the Bill of Quantity (BOQ) in Excel/ PDF format will be available on DCI's website as well as 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/ PDF file. Thereafter, the bidder will upload the price 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.

NOTE: The rates (basic rate) quoted in BOQ should be inclusive of packing & forwarding, Transportation, Classification/Test Certificate charges and Tax should be shown separately.

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10. Bid Form:

The Bidder shall complete the Bid Form ([Annexure-I](#)) except the appropriate Price Schedule furnished in the Bidding Document along with the enclosures specified in [Clause 9.1 of ITB](#).

11. Bid Prices:

The bidder shall quote his prices only in the Bill of Quantity (BOQ) 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.

12. Bid Currencies

Prices shall be quoted in **Indian Rupees** only.

Documents Establishing Bidder's Eligibility and Qualifications

Pursuant to [ITB Clause 9](#), 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.

13. Period of Validity of Bids:

The Tenderer shall keep open the validity of the Bid for 180 days from the date fixed for its price-bid 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 180 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 14](#) shall also be suitably extended.

14. Earnest Money Deposit (EMD):

- a. Pursuant to [ITB Clause 9.1\(6\)](#), the Bidder shall furnish, the Earnest Money Deposit for an amount of Rs. 4,24,000/- (Rupees Four lakh Twenty Four Thousand only)

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through NEFT / RTGS / BG. 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).

- b. 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 14\(a\)](#). No interest what-so-ever may be payable by DCI on EMD.
- c. The earnest money deposit shall be paid in the form of a NEFT / RTGS / BG and shall be valid for thirty (30) days beyond the validity of the bid.
- d. Any bid not secured in accordance with [ITB Clauses 14\(a\) and 14\(c\)](#) will be rejected by DCI as non-responsive, pursuant to [ITB Clause 28](#).
- e. Unsuccessful Bidder's 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 14](#) without interest.
- f. The successful Bidder's earnest money deposit will be refunded upon acceptance of the purchase order 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 / BG can also be adjusted towards Performance Security and balance amount of 10% of contract value towards performance security has to be furnished / paid by way of NEFT/ RTGS/BG to DCI.
- g. 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 25](#); (or) to pay performance security within 07(seven) days of issuance of Purchase Order
 - b) in the case of a successful Bidder, if the Bidder fails:
 - i. to accept the Purchase order (or).
 - ii. to pay performance security within 07(seven) days of issuance of Purchase Order

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

- a. 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.
- b. The scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical Folder. In case of exemption of Tender Cost, the scanned copy of documents in support of exemption will have to be uploaded in the "Technical Folder" and "EXEMPTED" should be written in the relevant column.

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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's cheques or Demand drafts is not acceptable.

15. Format and Signing of Bid:

Proper care shall be taken while entering any value /rate and uploading of the Price Bid/Bill of Quantities. In case of rejection of bid due to errors/incorrect values/rates, the bidder is only responsible & liable for the consequences.

D. Submission of Bids

16. 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.

17. 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.

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18. 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.

19. Deadline for Submission of Bids:

- a. Bids must be submitted online before 20-02-2026 up to 15.00hrs through online only. No physical document need to be sent unless asked for Scanned copies of all the documents signed and stamped by the Tenderer on all pages to be uploaded online.
- b. 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.
- c. DCIL may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with [ITB Clause 5](#), 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.
- d. Late Bids: Any bid not submitted before the deadline for submission will be rejected.

20. 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

21. 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/OTP through registered mobile/e-sign in CPP. The Bidders may view the bid opening remotely on their personalized dash board in CPP.

Price-Bid/BOQ (Cover-B) will be opened after evaluation of Cover –A. The Cover-B of only the technically qualified bidders shall be opened through E Procurement as per procedure.

The Price Bid of the technically qualified bidders will be downloaded through E Procurement as per the procedure. The Bidders may view the Price Bid opening online

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remotely on their personalized dash board in E Procurement and can see the Price-Bid/BOQ submitted by all technically qualified bidders.

22. Clarification of Bids:

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

Shri V. Satheesh Chander Rao
Deputy General Manger (IT),
Dredging Corporation of India Limited,
"Dredge House", HB Colony Main Road,
Visakhapatnam – 530022, Andhra Pradesh.
Mobile : 967611224, e-mail : satishv@dcil.co.in

For Tender related enquiry please contact: Ph: +91 891 2871 367/294
Email: matspares@dcil.co.in, bharathi@dcil.co.in, durgaprasad@dcil.co.in,
gmmat@dcil.co.in

Preliminary Examination:

- a. 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.
- b. The bid which meets all the bid requirements is a responsive bid.
- c. 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.
- d. 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.
- e. The bid, which does not confirm 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.
- f. 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.

23. 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 through E Procurement at a later date. The date and time of opening of Cover B - Financial Bid/ Bill of Quantities shall be informed to the technically qualified bidders and the Financial Bid/Bill of Quantities will be opened online.

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24. 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.

25. 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 DCIL 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 DCIL. These documents are to be uploaded within the specified time period in E Procurement Portal under View Documents & Seek Clarifications request. The above documents will be uploaded as Shortfall Document", by DCIL 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 "Clarification History" and "Pending Clarifications" against the Participated Bid. 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) 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.

26. 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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27. Prices:

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

The rates quoted should be inclusive of basic price, test certification, packing, forwarding, handling, transportation as the LSA to be supplied on FREE ONBOARD DELIVERY BASIS to our Project Offices at Kolkata, Haldia, Paradip, CSC, Lova Gardens Visakhapatnam, Mangalore, Kandla, Chennai, Kochi and any other Indian Sea Ports.

- a. Insurance, manufacturing certificate, Test Certificates, IRS Classification inspection charges and excluding GST. The bid will be liable for rejection if the supplier is not accepting for delivery to the said delivery location.
- b. GST as applicable shall be payable extra where ever applicable. The percentage of tax and duties prevailing should be indicated separately failing which it will be considered as the rates are inclusive of all taxes and duties.
- c. Rates are to be quoted strictly as per the format given in website / E Procurement portal.
- d. **Item-wise Evaluation:** The evaluation of bids and determination of L1 status will be done on an item-wise basis. The Purchaser reserves the right to award the contract for any one, a group, or all items to the respective L1 bidder.
- e. **Mandatory Acceptance:** Bidders are required to accept the award and execute the contract/order for any item(s) for which they are declared L1, regardless of the total value or the number of items awarded to them.
- f. **Non-Severability of Bid:** The bidder's quote for each item shall be treated as an independent and firm offer. A bidder cannot withdraw their offer or refuse to accept an order for a subset of items on the grounds of "low volume" or "uneconomical value."

Penalties: In the event of such a breach, the following actions shall be initiated, Immediate forfeiture of the Bid Security / Earnest Money Deposit (EMD).

- g. 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.
- h. Information/documents are to be furnished serial wise as per the respective Annexures of the NIT. If no information or document is applicable against any serial number, please mention – Not Applicable.

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i. By submitting a quotation/bid, the tenderer shall be deemed have fully familiarized himself/themselves with the nature of work involved as well as requisite information including those indicated in the tender document and shall be deemed to have fully satisfied himself / itself of his / its capabilities to undertake and perform the job under the contract to the satisfaction of DCI.

j. Contacting Dredging Corporation of India Ltd. (DCIL):

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

28. Award Criteria:

- a. 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 overall lowest amount in BOQ, and thus became successful L1 Bidder. However, the bid in which any item(s) of the BOQ was not quoted, will not be evaluated. DCI reserves the right to accept or reject any bid as specified in [Clause 30 of ITB](#).
- b. Upon finalization of bids and determination of the L1 bidder, DCIL shall issue a Work Order from the Head Office. Materials Department on DCIL letterhead, duly signed by both parties, to the successful bidder. The supplier shall furnish Performance Security as specified in the tender. Subsequently, Purchase Orders will be placed by the respective DCIL Project Offices located across India during the contract period.

29. 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.

30. Notification of Award:

Prior to the expiration of the period of bid validity, DCI will notify the successful L1 Bidder in writing/email by way of Purchase Order (PO), 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.

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31. Performance Security:

Within 15 (Fifteen) days of issuance of Purchase Order (PO)/Work Order (WO) from DCI, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract (GCC) [Clause No:02](#), in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to furnish performance security within 15 (Fifteen) days from the date of Purchase Order (PO) issued shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

32. Corrupt or Fraudulent Practices:

DCI requires that the Bidders/Suppliers 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:

- a. "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
- b. "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;
- c. 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.
- d. 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.
- e. The tenderer shall enclose a certificate ([Annexure-III](#)) 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. Refer GCC clause no. 22.
- f. The tenderer shall enclose a certificate ([Annexure-III](#)) 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. Refer GCC clause no. 21.
- g. The tenderer shall enclose a certificate ([Annexure-III](#)) that the tenderer shall disclose any payments made or proposed to be made to any intermediaries (Agents etc.) in connection with the bid. Refer GCC clause no. 22.

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33. 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 Director 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.

34. Tenders with counter-conditions will be summarily rejected. Hence bidders are advised to avoid counter-conditions in their Bids/Tenders.

35. General:

- a. Bid Documents are not transferable.
- b. 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.
- c. The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- d. All Tender Documents shall be treated as private and confidential and must be returned back to DCI, without defacing or altering.
- e. 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.
- f. In case of corrigendum/addendum regarding the subject tender work, DCI will publish the same only on websites www.CPP.gov.in, www.dredge-india.com. Tenderers are requested to visit the websites regularly.
- g. After award of work, all correspondences must be made with the HOD (Material), DCIL, Head Office, Visakhapatnam.

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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.

1. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
2. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
3. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
4. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
5. "The Specification" means detailed written instructions, technical and other terms and conditions of supply and / or manufacture and any other information and / or instructions furnished in writing by the buyer.
6. "The Material" means general stores, equipment, plant, machinery, raw materials, services or combination of all this forming part and / or associated with the fulfillment of the contract.
7. "The Testing" shall mean such tests as are in normal trade and / or industrial practice, conducted prior to accepting or taking over of materials and or / such tests as are prescribed by the specifications in this document.
8. "The Corporation" means the Dredging Corporation of India Ltd. having its Head Office at "Dredge House", HB Colony Main Road, Seethammadhara, Visakhapatnam – 530 022, Andhra Pradesh including its Regional Offices at Mumbai, Kochi & Kolkata and Project offices at major & minor ports of India.
9. "GCC" means the General Conditions of Contract contained in this section.
10. "SCC" means the Special Conditions of Contract.
11. "The Purchaser/ Buyer" means the organization purchasing the Goods, as named in SCC.
12. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract and named in SCC.

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13. "The Inspector" means any person or agency or his / their duly authorized agent nominated by Corporation to inspect supply and / or manufacture of materials, machinery, plant or work etc. under the contract.
14. "The Project Site," where applicable, means the place or places named in SCC
15. "Day" means calendar day.

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.

Performance security (Pursuant to clause no. 32 of ITB)

1. Within 15 (Fifteen) days from date of issuance of Purchase Order (PO) 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 Purchase Order (PO) issued shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.
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. A sum equal to 10% of each of the contract value as indicated in work order shall be deposited by the contractor /supplier 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 six months from the date of issuance of BG by the bank plus 03 months i.e., total nine (09) months 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."
4. At the option of contractor / supplier, EMD can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e-payment to DCIL, as per account details given.
5. In case, purchase order for additional quantity is placed on the supplier, a sum equal to 10% of the additional contract value shall be deposited to DCI within 05 days after receiving the purchase order from DCIL. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Manager (Technical).
6. Before releasing the performance security, after the work is completed, the contractor / supplier is required to submit a "No dues and no claims" Certificate / letter to DCI and the contractor / supplier 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.

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7. Subject to [GCC Clause No. 2\(5\)](#), the performance security will be discharged by DCIL and returned to the Contractor / supplier not later than Sixty (60) days following the date of completion of the Contractor / supplier's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

3. Contractor / supplier to Indemnify DCI against all Claims for Loss, Damage etc.:

The Supplier shall indemnify DCI against all claims, demands, actions and proceedings and all costs arising there from on account of:

- i) Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- ii) 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 tender/Supplier or as a result of any act or omission by the Supplier in connection with an in the course of execution and maintenance of the contract work.

4. Payment:

- a. The Contractor's request(s) for payment shall be made to the PIC of respective project office in writing and after raising the Bill for Services rendered/ payment will be upon prompt submission of GST invoices timely and with all the necessary supporting documents viz., Original delivery challan / LR /delivery note duly certified by the vessel / PO, Purchase order copy, Certificate (as indicated under SCC "Scope of work").
- b. PO, Purchase Order Copy, Certificates (as indicated under SCC "scope of work"). Delayed invoices and the invoices submitted without necessary supporting documents shall not be considered and be returned back to the Supplier.
- c. No Cash payment or Advance payment whatsoever will be payable to the Supplier.
- d. The original Delivery Challan, LR, duly signed & stamped by DCI authorized personnel of DCIL, should be enclosed to the bill/ Invoice, without which, supplier's invoice will not be processed.
- e. The payment will be made only for the services provided as agreed to, after deduction of Recoveries/ Disallowances, IT, LD, penalties/fine/interest (if applicable) and supplier shall not have any objection on the same. Supplier shall collect all requisite details viz., bill wise admissible bill value, deductions, etc. from Finance Dept, Head Office, Visakhapatnam, on receipt of payment from DCI, within one week from the date of receipt of payment by supplier.
- f. The payment will be made only for services provided as per Price Bid. Payment shall be made within 60 (Sixty) days of submission of an invoice/claim by the Supplier complete in all respects, provided that bill/Invoice submitted by the

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Supplier are complete in all respects 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 Supplier to the satisfaction of DCI. DCI will not be liable for delayed payments, if any, for any reasons whatsoever.

- g. 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. Hence, bidder is to ensure that valid bank account details are provided in the tender as well as invoice.
- h. GST will be paid / reimbursed at actuals, subject to actual payment made by the party to the Government authorities. 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.
- i. Invoices of more than one month will not be accepted by DCIL.
- j. In case of excess payment noted during reconciliation by DCI, at any time during the contract period, such payments/dues shall be recovered from the contractor / supplier bills/invoices in hand or other contracts of the Contractor / supplier with Corporation, OR same shall be paid by the contractor / supplier to the DCI on demand as debt due to the DCI.
- l. Whenever any payment is released to vendor by DCI, the vendor will receive a system generated message from DCI by email to the contractor / supplier 's registered email-ID (as provided by the contractor / supplier in "Vendor registration form"), giving payment details made to the vendor viz., name of the vendor with vendor code, date of payment, bill details, bill amount, admissible bill amount, recoveries/deductions (performance security, SD, IT, TDS, etc), GST amounts, etc., and vendor can check their bank-accounts for the amount received & reconcile with the system-generated email/ statements. However, non-receipt of the bill payment details by the vendor from DCI due to incorrect email-ID, change in email-ID, system-related (hardware/software) error/issues, etc., from DCI side or for any other reasons, DCI shall not be liable for any responsibility.
- k. The supplier shall abide by the e-invoice requirements as promulgated by Govt. of India from time to time and declarations, as required, shall be furnished along with invoice (manual) in case of non-applicability of e-invoicing requirements. The declaration format will be provided by DCIL as required.
- m. No Part-payment.

5. Prices:

- i) The Bidder shall indicate the unit prices (where applicable) and other relevant charges mentioned in the Price Schedule/BoQ (Cover 2) excel file (xls only) format.
- ii) Prices quoted by the Bidder shall be fixed, during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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

6. Force Majeure:

- a. Notwithstanding the provisions of [GCC Clause 9](#) and [GCC Clause 10](#), the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor / Supplier and not involving the Contractor's / Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, etc.
- c. In case of force majeure, extension time shall be granted for the approved "Force majeure" period.
- d. If a Force Majeure situation arises, the Contractor / Supplier shall promptly notify DCI in writing, of the beginning and cessation of the above circumstances (and causes thereof) immediately, but in any case, not later than 03 (Three) days from the beginning of such circumstances. Unless otherwise directed by DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- e. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify, in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than three days from the beginning of such circumstances.

7. Delays in the Bidder's Performance:

- a. The performance of Services shall be made by the Bidder in accordance with the time schedule allowed by DCI.
- b. If at any time during performance of the Contract, the Contractor / supplier or its subcontractor / supplier (s) encounters conditions impeding timely performance of Services, the Contractor / supplier 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 / supplier 's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor / supplier 's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

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- c. Except as provided under [GCC Clause 8](#), a delay by the Contractor / supplier in the performance of its service obligations shall render the Contractor / supplier liable to the imposition of liquidated damages pursuant to [GCC Clause 10](#), unless an extension of time is agreed upon pursuant to [GCC Clause 7\(b\)](#) without the application of liquidated damages.

8. Liquidated Damages:

In case of any delay/non-performance of the contract at a project within the specified period, liquidated damages @ 0.5% per week or part thereof up to a maximum of 10% of the contract value shall be levied on the Supplier by DCI. Once the LD reaches 10% of the contract value of the project, DCIL shall terminate the Contract pursuant to [GCC Clause 10](#), apart from invoking other rights and remedies as available to DCI as per the contract.

9. Termination for Default:

DCI, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor / supplier, may terminate this Contract in whole or in part:

- a. If the Contractor / supplier fails to provide the service within specified period, or within any extension thereof, granted by DCI
- b. If the Contractor / supplier fails to perform any other obligation(s) under the Contract.
- c. If the Contractor / supplier, in the judgment of DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. 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 / supplier shall be liable to DCI for any excess costs for such similar Services. However, the Contractor / supplier shall continue performance of the Contract to the extent not terminated.

10. Termination for Convenience:

The DCI may, by written notice sent to the Contractor / supplier, terminate the Contract within 7 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.

11. Termination for Insolvency:

DCI may at any time terminate the Contract by giving written notice of 07 days to the Contractor / supplier, without compensation to the Contractor / supplier, if the Contractor / supplier 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.

12. Settlement of Disputes/Arbitration clause:

- a. In case of dispute between DCI and the Supplier for contract up to Rs.10 Crores, the issue will be referred to Managing Director/CEO, Dredging Corporation of India Limited and the decision of MD, shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor / supplier strictly in accordance with the instructions of MD.
- b. Any dispute or difference arises between the DCI and the contractor / supplier in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor / supplier shall be referred to the arbitration by a sole Arbitrator, as per the provisions of the Arbitration and Conciliation Act 1996 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.
- c. The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof. The seat/venue of the Arbitration shall be Visakhapatnam and language shall be English and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.
- d. The Sole Arbitrator is prohibited from awarding any interest for the pre-reference and pendent lite.

13. Packing:

- a. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for

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in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

14. Insurance:

- a. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.
- b. Where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or Destination (as mentioned in this tender), insurance shall also be arranged by the supplier accordingly.
- c. The Insurance shall be in an amount equal to 110 percent of the CIF value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

15. Transportation:

- a. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination, defined as the Project Site, transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- b. The material shall be dispatched at public tariff rates. In the case of FOR station of dispatch contract, the material shall be booked by the most economical route or most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the contract liable for any avoidable expenditure caused to the buyer.
- c. Where alternative route exists, the buyer shall if called upon to do so indicate the most economic route available, or named authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice shall be final and binding on the supplier.

16. Risk Purchase:

If at any time during the currency of the contract arrangement, the Buyer finds that:

- a. the supplies are not arranged in time /short supplies are affected or the quality/ utility of material supplied by the supplier is found to deteriorate abnormally; (or)

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- b. the supply made by the supplier are not in conformity with the requirement of the buyer; (or)
- c. supplies made by the supplier are not specified in the contract; (or)
- d. The supplier's services are found unsatisfactory,

the buyer will be at liberty to obtain the materials from alternative sources at the risk and cost of the supplier. However, at the discretion of the buyer, the supplier will be allowed to replace the rejected materials with materials of acceptable quality. The expenses incurred in connection with the return of the rejected materials will be on suppliers account.

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 DCIL and the bidders as per the applicability.

18. Taxes and Duties:

The Supplier shall pay all taxes including, levies, duties, etc., but GST (if applicable), 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.

19. Income Tax Deduction:

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

20. Breach of Contract:

In the event of any breach of contract on the part of the Supplier, 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 /Supplier will 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.

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21. Information about Employment of Relatives:

The Bidder shall enclose a certificate in the prescribed format ([Annexure-III](#)) 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.

22.Undertaking that bidder has not indulged in corruption:

The bidder shall enclose a certificate in the prescribed format ([Annexure-IV](#)) 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.

23. Information about Litigation:

The bidder shall enclose a certificate in the prescribed format ([Annexure-V](#)) 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.

24. Vendor registration form:

The bidder shall fill the details in the Vendor Registration Form in the prescribed format ([Annexure-VI](#)) and upload relevant documents viz., PAN, GST no. Bank account no. etc. for vendor registration form.

25. 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).

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Debarring or Blacklisting:

In the event of failure or breach of the contractual obligations, the Supplier/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 Managing Director of DCI.

26. Notice to Contractor / Supplier:

Every direction or notice to be given to the Supplier shall be deemed to have been duly served on or received by the Supplier, if the same is posted or sent by hand to the Supplier'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.

27. 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.

28. Limitation of Liability:

Except as provided in this Tender / in the Contractual conditions or except in cases of negligence or willful misconduct, the Supplier 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 Supplier to pay Liquidated Damages to the DCI.

29. 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.

30. Backing Out :

The bidder shall enclose a certificate in the prescribed format ([Annexure-VIII](#)) that

they did not 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. In case of backing out from the contract for any reasons including extension period, the entire EMD, Performance security, Security Deposit, etc. will be forfeited.

31. Death of Contractor:

Contractor's heirs / representatives shall not have the right to continue to perform the duties or engagement of the contractor or under the contract in case of his death without the consent in writing of the Competent Authority of DCIL. In the event of the contractor, with such consent aforesaid, transferring his business and in the event of the contractor being accompany and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business , that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under. Proof of death and other relevant documents to this effect shall be submitted to the HOD (Mat), Head Office, Visakhapatnam in writing. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, Competent Authority HOD (Mat), Head Office, Visakhapatnam shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

32. Repeat Orders:

DCI reserves the right to place repeat order on the Successful bidder on the same rates, terms & conditions within one year from the date of issue of the tender and the supplier has to execute the order, failing which, the performance security, EMD, etc shall be forfeited.

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

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SECTION-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

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:

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.

- a. Should any inspected or tested Goods fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- b. The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods' arrival in the premises of buyer, shall in no way be limited or waived by reason or the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the source of the supplier.
- c. In case the supplied item(s) is found with defects/ damages or not accompanied with relevant certificates (Manufacturer's Inspection & test certificates) or not as specified in Purchase Order (PO) or not confirming to the specifications mentioned in this tender, the item(s) will be summarily rejected and supplier has to re-supply the ordered item(s) as per specifications which will be subjected to verification and inspection by DCI. All costs incurred to this effect will be borne by the supplier.

2. Warranty, Inspections and Tests:

- d. Should any inspected or tested Goods fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- e. The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods' arrival in the premises of buyer, shall in no way be limited or waived by reason or the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the source of the supplier.
- f. In case the supplied item(s) is found with defects/ damages or not accompanied with relevant certificates (Manufacturer's Inspection & test certificates, IDLR/ IRS certificates & Warranty Certificates) or not as specified in Purchase Order (PO) or not confirming to the specifications mentioned in this tender, the item(s) will be summarily rejected and supplier has to re-supply the ordered item(s) as per

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specifications which will be subjected to verification and inspection by DCI. All costs incurred to this effect will be borne by the supplier.

g. Warranty:

- i. The Supplier warrants that the Goods supplied under this Contract are new, unused of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- ii. The Supplier shall attend to the defects (under warranty period as investigation immediately within 2-3 days from the date of intimation from DCI and to initiate action for replacement of defective /unsuitable item/items on free of cost upon.
- iii. The Purchaser shall promptly notify the Contractor / Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.
- iv. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as maybe necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

3. Delivery and Documents:

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier. Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii) Delivery note/challan, railway receipt, or truck receipt;
- iii) Manufacturer's or Supplier's warranty certificate;
- iv) Manufacturers test certificate & IDLR/IRS Certificate
- v) Inspection certificate issued by the nominated inspection agency like IRS, LR, etc., and the
- vi) Supplier's factory inspection report;
- vii) The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses thereof.

Time is the essence of the contract and the ordered items have to be supplied on or before the PO delivery date as the items are urgently required for attending to maintenance on board our dredgers.

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4. Terms of Delivery:

- a. The ordered items as per Purchase Order (PO) are to be supplied within **4 weeks** from the date of Purchase Order (PO) at FREE ONBOARD DELIVERY BASIS to our DCI dredgers operating at various project locations at Kolkata, Haldia, Mangalore, Kochi, Mumbai, Kandla, Paradip, CSC, Lova Gardens Visakhapatnam, Visakhapatnam port, Goa, Tuticorin, Puducherry and any other project Locations in India.
- b. DCIL shall arrange for unloading of the materials from the truck inside the ports near Jetty/destination place.
- c. The supplier to ensure that the delivery note or LR or delivery challan shall be signed & stamped by authorized person of DCIL, towards proof of receipt of the goods supplied to DCI with date & time of receipt and the original document (delivery note or LR or delivery challan/note) shall be enclosed to the supplier's invoice for payment process.

5. Failure of the Contractor / Supplier (Risk & Cost) (Pursuant to [ITB clause No 17](#)):

If the contractor / supplier abandons the contract or fails to commence the work without valid reasons or is unable to maintain sufficient progress as per the agreed programme, or no replacement is made by the contractor/supplier within reasonable time and work completion gets delayed or there is failure of the contractor /supplier to supply the ordered materials within stipulated time as per DCI supply order, or loss or damage is suffered by DCI or its Clients, DCI may give notice to rectify the works. If the rectification of said work is not taken care of as per terms and conditions of contract to the satisfaction of DCI, apart from forfeiture of EMD, performance security, etc., the balance work in full or part as deemed necessary, shall be carried out at the risk and cost of the contractor / supplier. In this regard the total expenditure incurred will be deducted from the bills /balance amounts due to the contractor / supplier. If the total expenditure is more than the bills/balance amounts due to the contractor / supplier, then after adjustment from the bills/balance amounts due, the remaining is to be borne by the contractor / supplier and will be recovered from the contractor / supplier any amounts payable to the contractor / supplier from DCI and /or as debt due.

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SECTION – V

PRESCRIBED FORMATS

Notes:

1. The Bidder shall complete and submit with its price bid (BOQ), the Bid Form (Cover-A).
2. The Price BOQ shall be submitted only along with the Price Bid (Cover-B).
3. The Performance Security form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.
4. The Qualification Requirements form should specify, for example, requirement for a minimum level of experience in providing services in a similar type of activity for which the Invitation for Bids is issued.

Integrity Pact (IP):

Integrity Pact shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract through an appropriate provision. The bidders should sign and submit "Integrity Pact" (Annexure-IX) in company letter head along with tender documents IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

Shri. Prahlada Kumar Sinha,
A-303, Sanskriti Vihar, 10th Avenue
Gaur City 2, Greater NOIDA west
Gautam Budh Nagar UP -201318
Mobile: 9432677066, 9717466666
Email- Pekay66@gmail.com

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Shri. Aditya Kumar Mittal

Flat C-2/10 (3102), Vanashree CHS

Plot 1&2, Sector 58A,

Palm Beach Road , Near Sea wood estates,

Nerul (west), Navi Mumbai – 400706

Mobile: +91-95605 27000,

Email- adityakumarmittal@gmail.com

For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.

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SECTION-VI
SCHEDULE OF REQUIREMENTS

1) The items given in the Technical bid are for "Supply of LSA ITEMS for DCI DREDGERS"

| TECHNICAL BID (COVER-A) | | | | | | |
|------------------------------------|--|------------------------------|------------|--------------------|---|------------------------|
| Sl. No. | Item Description | Approx. Qty for 3 Yrs | UOM | Make/ Brand | Shelf life of the product offered, where ever applicable | Quoted (Yes/No) |
| 100 | SCHEDULE- A: LIFE SAVING APPLIANCES Inflatable Life Raft fully conforming to Chapter III-Regulations 39 of 1983 amended to SOLAS 1974 complete with "A" type emergency/ survival pack GRP Container and securing arrangements, fully Inspected, approved and certified by MMD/IRS, | | | | | |
| 100.1 | 25 Persons capacity | 2 | Nos | | | |
| 100.2 | 20 Persons capacity | 2 | Nos | | | |
| 100.3 | 16 Persons capacity | 2 | Nos | | | |
| 100.4 | 06 Persons capacity | 2 | Nos | | | |
| 100.5 | Life Raft Securing Strap | 38 | Nos | | | |
| 101 | Hydrostatic Release Gear, M.M.D./IRS approved for: | | | | | |
| 101.01 | HRU for Life Rafts, Make: HAM-MER- H20 | 66 | Nos | | | |

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| | | | | | | |
|--------|--|----|-----|--|--|--|
| 101.02 | HRU for Float Free Capsule Unit of SVDR, Make: Headway HMT-101, SAMYUNG, Model: SEH-02 | 3 | Nos | | | |
| 101.03 | HRU for SVDR, Make: Hammer-H20 | 2 | Nos | | | |
| 101.04 | Hydrostatic Release Unit for SVDR, SOLAS USCG 160.062/9/0 & 160.162/7/0, IMO RES MSC.81 (70) | 3 | Nos | | | |
| 101.05 | Hydrostatic Release Unit for EPIRB, Model: HRU-10 (SARA-COM) | 2 | Nos | | | |
| 101.06 | HRU with bolt for EPIRB, Make: ACR, HRU-100 | 2 | Nos | | | |
| 101.07 | HRU for EPIRB, Make: ACR, Model : RLB-27/2756 | 2 | Nos | | | |
| 101.08 | HRU for EPIRB, Make: NOVA MARINE, Model: RT260M | 2 | Nos | | | |
| 101.09 | HRU for EPIRB, Make: MCMURDO, Model E-3 | 4 | Nos | | | |
| 101.1 | HRU for EPIRB, Make: HAMMER-H20 | 7 | Nos | | | |
| 102 | First Aid Kit for Life Boat MMD/IRS approved | 38 | Nos | | | |
| 103 | First Aid Box-Aluminium Box | 4 | Nos | | | |
| 104 | Repair kit for Life Boat, MMD/IRS approved | 58 | Nos | | | |
| 105 | Sea Anchor with lines for Life Boat between 22 and 30 feet, MMD/IRS approved | 4 | Nos | | | |
| 106 | Buoyant Heaving Line for Life Boat Nylon 15 fathoms, MMD/IRS approved | 6 | Nos | | | |
| 107 | Buoyant Bailer | 3 | Nos | | | |

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|-----|--|------|------|--|--|--|
| 108 | Emergency concentrated All-in-one Life Boat/Life Raft Ration Pack of 1/2 KG for 1 person for Life Boat approved and certified by MMD (India) /IRS or EC type approval with Guaranteed for Five Years Shelf Life, | 750 | Nos | | | |
| 109 | Life Boat water packets 500 ml, MMD /IRS approved, shelf life 5-years | 3216 | Nos | | | |
| 110 | Life Boat Axe with polished handle | 2 | Nos | | | |
| 111 | Life Boat signalling torch (chrome plated) MMD/IRS approved | 3 | Nos | | | |
| 112 | Water measuring Glass for Life Boat | 6 | Nos | | | |
| 113 | Life Boat Oars, Open Type Life Boat (Life Boat Dimension: 8.00 m x3.00 m x1.20 m, Life Boat Capacity: 51 Persons | 6 | Nos | | | |
| 114 | Life Boat Hooks, Open Type Life Boat (Life Boat Dimension: 8.00 m x 3.00 m x 1.20 m, Life boat capacity: 51 persons | 3 | Nos | | | |
| 115 | Jack knife with tin opener with laneyard | 6 | Nos | | | |
| 116 | Sen House Slip Brass | 14 | Nos | | | |
| 117 | Life Boat/ Pilot Ladder as per the SOLAS regulations | 500 | Mtrs | | | |
| 118 | Pilot Ladder Steps wooden as per the SOLAS regulations, Inner edge 400mm, width=115mm & thickness=25 mm | 100 | Nos | | | |
| 119 | Pilot Ladder Steps Rubber as per the SOLAS regulations, Inner edge 400mm, width=115mm & thickness=25 mm | 24 | Nos | | | |

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| | | | | | | |
|------------|---|------|-----|--|--|--|
| 120 | Embarkation Ladder for Life Boats, MMD Approved (Length: 10.50 Mtrs (2 in Nos.) Rope Dia: 20 mm, Polypropylene) | 28 | Nos | | | |
| 121 | Spare stud blocks with holes for pilot ladder | 167 | Nos | | | |
| 122 | Pilot Ladder Spreader wooden as per the SOLAS regulations, Inner edge 1800mm, width 115mm, thickness 25mm | 22 | Nos | | | |
| 123 | Winnets for Pilot ladder | 134 | Nos | | | |
| 124 | Anti-Sea Sickness Tablets, MMD /IRS Approved | 7600 | Nos | | | |
| 125 | Anti-Stab vests as per Solas regulation | 2 | Nos | | | |
| 126 | Life Vests | 15 | Nos | | | |
| 127 | High Beam Torch as per Solas regulations | 2 | Nos | | | |
| 128 | Hand Cuffs | 2 | Nos | | | |
| 129 | Life Boat weather tight matches | 7 | Nos | | | |
| 130 | PYROTECHNICS (Approved by MMD/ IRS as per SOLAS 1983 Requirements) or EC type approval based on MS notice 5 of 2007. | | | | | |
| 130.01 | Parachute Distress Rocket Signal suitable for Ships Life Boat and Life Rafts approved and certified by MMD/IRS, India or <u>EC type approval based on MS notice 5 of 2007</u> | 178 | Nos | | | |
| 130.02 | Pin-point Distress Hand Flare suitable for Life Boats and Life Rafts, approved and certified by MMD/IRS, India, or <u>EC type approval based on MS notice 5 of 2007</u> | 160 | Nos | | | |

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| | | | | | | |
|--------|---|----|-----|--|--|--|
| 130.03 | Buoyant Orange smoke Floats for ships, Life Boats and Life Rafts approved and certified by MMD/IRS India, <u>EC type approval based on MS notice 5 of 2007</u> | 40 | Nos | | | |
| 130.04 | Man over Board- Self activating smoke and sea activated Light Marker for Bridge Life Buoys (suitable for day and night signalling) approved by MMD /IRS, India, or <u>EC type approval based on MS notice 5 of 2007</u> | 28 | Nos | | | |
| 130.05 | Brackets for above Man over Board | 3 | Nos | | | |
| 130.06 | Line throwing appliances/ apparatus complete set. as per Chapter-III, Regulation 49 of SOLAS 83 Amendment, Approved and Certified by MMD/IRS (India) or <u>EC type approval based on MS notice 5 of 2007</u> . Full set of 4 units each self-contained (comprising of 4 Nos. apparatus with lines), 4 Nos. 41MM Rockets and Ignitors.) | 5 | Nos | | | |
| 130.07 | Spare Speed line "250" Comprising Self Contained Line throwing apparatus consisting of Rocket fitting Mechanism and 275 Mtrs. of 1/2 Circumstance Polyolefin line with range of 230 Mtrs. in calm weather (In Plastic Container) Launcher without rockets and Ignitors as per Chapter-III, Regulation 49 of SOLAS 83 Amendment, Approved and Certified by MMD/IRS (India) or <u>EC type approval based on MS notice 5 of 2007</u> . | 2 | Nos | | | |

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| | | | | | | |
|------------|--|----|-----|--|--|--|
| 130.08 | Spare Speed line "250" Comprising of 04 Nos. 41mm rockets and 04 Nos. Ignitors as per Chapter-III, Regulation 49 of SOLAS 83 Amendment, Approved and Certified by MMD/IRS (India) or <u>EC type approval based on MS notice 5 of 2007.</u> | 5 | Nos | | | |
| 131 | <u>LIFE JACKETS AND LIFE BUOYS:</u> PVC Protected KOPOK Life Jackets conforming to latest SOLAS requirement suitable for ocean going vessels, MMD/IRS approved, stamped and certified | | | | | |
| 131.01 | For ADULTS | 72 | Nos | | | |
| 131.02 | For CHILDREN | 11 | Nos | | | |
| 131.03 | For Oversize Persons (Weight upto 140Kgs) | 3 | Nos | | | |
| 131.04 | For INFANT, weight less than 15 Kgs | 10 | Nos | | | |
| 131.05 | PVC Protected KOPAK Life Jackets with Lithium Battery (Minimum of 5 years Life) conforming to latest SOLAS requirement - approved and certified by MMD/IRS (India) or <u>EC type approval based on MS notice 5 of 2007</u> | 34 | Nos | | | |
| 131.06 | Whistles for Life Jackets, tough plastic with lanyard - MMD / IRS approved | 74 | Nos | | | |
| 131.07 | Life Jacket lights MMD approved | 50 | Nos | | | |
| 131.08 | Life Bouys Poly Foam MMD/IRS approved with Retro reflective tape | 19 | Nos | | | |
| 131.09 | 04 KG Life Bouy for MOB, MMD Approved | 3 | Nos | | | |

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|--------|--|----|------|--|--|--|
| 131.10 | Self-Igniting Life Buoy Light Complete with all fittings but without dry cells Brass Body and Metal Float MMD/IRS approved. | 42 | Nos | | | |
| 132 | Rescue Quilt with 30 Metres line | 6 | Nos | | | |
| 133 | Emergency Escape Breathing Device (EEBD) 15 Minutes. | 6 | Nos | | | |
| 134 | SI lights for Life buoys | 6 | Nos | | | |
| 135 | 2 way R/T with rechargeable battery as per SOLAS Regulations | 10 | Nos | | | |
| 136 | AIS SART | 10 | Nos | | | |
| 137 | Spare batteries for 2-way RT | 10 | Nos | | | |
| 138 | ALDIS Lamp with batteries | 10 | Nos | | | |
| 139 | Thermal protective aid | 6 | Nos | | | |
| 140 | Heliograph | 6 | Nos | | | |
| 141 | Radar reflector | 6 | Nos | | | |
| 142 | Fishing tackle | 6 | Nos | | | |
| 143 | Jacob ladder flat Step(L=460mm, W=100mm, T=22mm)- Step Spacing is 350mm, Synthetic rope 2PlyxD14mm having a length of 6.00 Meter | 50 | Mtrs | | | |
| 144 | Life Raft HRU | 6 | Nos | | | |
| 145 | Life jacket lights | 25 | Nos | | | |
| 146 | Line Throwing Apparatus cartridge | 4 | Nos | | | |

The above technical bid, Cover-A should be filled and submitted along with tender documents duly signed.

Note: Price should not be indicated in technical bid (Cover-A).

A) Important Terms:

- 1) Tender shall be finalized on item wise L1 basis.
- 2) Items to be quoted of similar make/brand as mentioned above or any equivalent make
- 3) LSA should be class approved type preferably IR Class and the Inspection Report/Certificate to be submitted along with supply.
- 4) Manufacturer Test Certificate

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- 5) Supply of Life saving appliances should confirm to the relevant specification and type approvals.
- 6) Please mention the shelf life for the above listed items.
- 7) Rates are to be quoted strictly as per the format given in website / E Procurement portal.
- 8) **Item-wise Evaluation:** The evaluation of bids and determination of L1 status will be done on an item-wise basis. The Purchaser reserves the right to award the contract for any one, a group, or all items to the respective L1 bidder.
- 9) **Mandatory Acceptance:** Bidders are required to accept the award and execute the contract/order for any item(s) for which they are declared L1, regardless of the total value or the number of items awarded to them.
- 10) **Non-Severability of Bid:** The bidder's quote for each item shall be treated as an independent and firm offer. A bidder cannot withdraw their offer or refuse to accept an order for a subset of items on the grounds of "low volume" or "uneconomical value."

(B) Other Terms:

- 1) Quantities are indicative only but not exhaustive and orders will be placed as per actual requirement as and when arises within the scope and tenure of the contract by the respective DCI project offices.
- 2) Tender having Counter conditions bearing on the Price will not be considered
- 3) Applicable taxes should be indicated clearly.
- 4) Tenderer should quote for all the items as per the required specifications indicated in the Tender Prior quoting the items the compatibility may be confirmed either visiting the dredgers or taking clarifications from dredgers. This will be the sole responsibility of the supplier.
- 5) In technical bid, the tenderer should submit all the details as mentioned Column 5 and Column 6 as per price schedule except rates.

(C) Clauses of the Technical Specification listed briefly as under.

- 1) The supply shall be made on FREE ONBOARD DELIVERY BASIS to our DCI dredgers operating at various project locations at Kolkata, Haldia, Mangalore, Kochi, Mumbai, Kandla, Paradip, CSC, Lova Gardens Visakhapatnam, Visakhapatnam port, Goa, Tuticorin, Puducherry and any other project Locations in India.
- 2) LSA should be class approved type preferably IR Class and the Inspection report/Certificate to be submitted along with supply and the supply of Life saving appliances should confirm to the relevant specification and type approvals.
- 3) Contract will be awarded to the Item wise L1 bidder (Lowest Price offered bidder).

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ANNEXURE-I

BID FORM

Date: _____

To

The HOD (Mat),
Dredging Corporation of India Limited,
Head Office: Visakhapatnam
HB Colony, Seethamadhara,
Visakhapatnam - 530022.

Sir,

Sub: Tender for "Supply of LSA ITEMS for DCI DREDGERS

Ref: Tender No.: DCI/MAT/HO/ LSA /25-26/22, Date :20-02-2026

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 Bid is 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.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
CPP-Tender

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
CPP-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-530 022.

1. 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, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, New 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 / SUPPLIER" from the demand under the terms and conditions of an Agreement / Contract / Work Order / Purchase Order No. _____ dated _____ made between DCI and contractor/supplier for "Supply of LSA ITEMS for DCI DREDGERS " (herein 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),
2. We,(name of the bank) here in after referred to as "the Bank" at the request of M/s._____ (contractor/supplier) 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.
3. We,(name of the bank) 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 and such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____(Rupees _____ Only)
4. We,(name of the bank) 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

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

CPP-Tender

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.

5. We,(*name of the bank*) 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.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor/supplier.
7. We,(*name of the bank*) 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. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs..... (Rupees.....Only).
9. Notwithstanding anything contained herein:
 - i) Our liability under this bank guarantee shall not exceed Rs.....(RupeesOnly)
 - ii) This bank guarantee is valid up to _____ (*date in dd-mm-yyyy*).
 - iii) We,(*name of the bank*) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only, if you serve upon us a written claim or demand within 12 months from date of expiry of Guarantee i.e. on or before _____ (*date in dd-mm-yyyy*), irrespective of whether or not the original guarantee returned to us.

Dated _____ day of _____

For _____ (*Name of the bank with address*)

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
CPP-Tender

ANNEXURE-III

PROFORMA FOR EMPLOYMENT OF RELATIVES

Date: 20.02.2026

To

The HOD (Mat),
Dredging Corporation of India Limited,
Head Office: Visakhapatnam
HB Colony, Seethamadhara,
Visakhapatnam - 530022.

Sir,

Sub: Tender for "Supply of LSA ITEMS for DCI DREDGERS –Reg.

Ref: Tender No.: DCI/MAT/HO/ LSA/25-26/22, Date: 20-02-2026

With reference to your Tender No. DCI/MAT/HO/LSA-RC/25-26/22, Date: 20-02-2026 and as per [Clause No. 22 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 [Clause No.22 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

DREDGING CORPORATION OF INDIA LIMITED
CPP-Tender

ANNEXURE-IV

PROFORMA FOR UNDERTAKING

Date: 20-02-2026

To

The HOD (Mat),
Dredging Corporation of India Limited,
Head Office: Visakhapatnam
HB Colony, Seethamadhara,
Visakhapatnam - 530022.

Sir,

Sub: Tender for "Supply of LSA ITEMS for DCI DREDGERS –Reg.
Ref: Tender No.: DCI/MAT/HO/LSA-RC/25-26/22, Date: 20-02-2026

With reference to your Tender No. MAT/HO/LSA-RC/25-26/22, Date: 20-02-2026 and as per [Clause 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 [Clause 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

DREDGING CORPORATION OF INDIA LIMITED
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ANNEXURE-V

PROFORMA FOR LITIGATION

Date:

To

The HOD (Mat),
Dredging Corporation of India Limited,
Head Office: Visakhapatnam
HB Colony, Seethamadhara,
Visakhapatnam - 530022.

Sir,

Sub: Tender for "Supply of LSA ITEMS" for DCI DREDGERS –Reg.
Ref: Tender No.: DCI/MAT/HO/LSA-RC/25-26/22, Date: 20-02-2026

With reference to your Tender No. MAT/HO/LSA-RC/25-26/22, Date: 20-02-2026 and as per [Clause No. 23 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

DREDGING CORPORATION OF INDIA LIMITED
CPP-Tender

ANNEXURE-VI

VENDOR REGISTRATION FORM

FORM FOR VENDOR CODE CREATION/CHANGES IN ERP

VENDOR DETAILS:

| | | | |
|-------------------------------------|--|----------------------|--|
| Name of the Vendor | | * Vendor Code | |
| Address (including PIN code) | | | |
| Mobile Number | | Email ID | |

2.0 Taxation and Other Registration Details: (Supporting copies needs to be attached)

| | | | |
|-----------------------|--|--------------|--|
| PAN | | GSTIN | |
| Type of Vendor | Registered / Unregistered / Composite Dealer (Tick whichever is applicable) | | |

Note: In case vendor does not provide PAN, TDS @ 20% will be deducted

3.0 Bank Details : (Copy of cancelled cheque needs to be attached)

| | | | |
|-------------------------------------|--|------------------|--|
| Bank Name, Branch & City | | | |
| Bank Account Number | | IFSC Code | |

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
CPP-Tender

ANNEXURE-VII

BANK ACCOUNT DETAILS

Date:

To

The HOD (Mat),
Dredging Corporation of India Limited,
Head Office: Visakhapatnam
HB Colony, Seethamadhara,
Visakhapatnam - 530022.

Sir,

Sub: Tender for "Supply of LSA ITEMS for DCI DREDGERS –Reg.
Ref.: Tender No.: DCI/MAT/HO/LSA-RC/25-26/22, Date: 20-02-2026

With reference to your Tender No. MAT/HO/LSA-RC/25-26/22, Date: 20-02-2026 and as per [Clause No. 9.1\(10\) of ITB](#), of Tender, we hereby furnish our Bank Account details for payment through E-transfer as follows:

| | | | |
|----|----------------------|---|-------|
| 1. | Name of the Firm | : | |
| 2. | Bank Name | : | |
| 3. | Branch name | : | |
| 4. | Account No. | : | |
| 5. | Type of Account | : | |
| 6. | 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
CPP-Tender

ANNEXURE-VIII

BACKING OUT DECLARATION

Date:

To,

The HOD (Mat),
Dredging Corporation of India Limited,
Head Office: Visakhapatnam
HB Colony, Seethamadhara,
Visakhapatnam - 530022.

Sir,

Sub: Tender for "Supply of LSA ITEMS for DCI DREDGERS –Reg.

Ref: Tender No.: MAT/HO/LSA-RC/25-26/22 Date: 20-02-2026

With reference to above referred tender, as per [Clause No. 30 of GCC](#), of Tender, we hereby certify that, we have not backed out from any tender after award of work, during last three years ending March 2025.

(OR)

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

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

**Strike out whichever is not applicable*

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

DREDGING CORPORATION OF INDIA LIMITED
CPP-Tender

ANNEXURE – IX

INTEGRITY PACT

(Before award of Work: To be submitted on company letter head with duly signed & stamped)

(After award of Work: To be executed on Rs.100/- non-judicial stamp paper in two sets)

Dredging Corporation of India Limited (DCIL) hereinafter referred to as "The Principal".

And

_____ (*Indicate firm name*) hereinafter referred to as 'The Bidder/ Contractor'

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for _____ (**Name of the work**). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Signature of Tenderer with Seal

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractors will not use improperly, for purposes of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder(s)/ contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. *Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.*

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken.

Section 6: Equal treatment to all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/ Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the

DREDGING CORPORATION OF INDIA LIMITED
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Chief Vigilance Officer (CVO).

Section 8: Independent External Monitor/ Monitors

1. The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.

3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties Offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the DCIL Board.

8. If the Monitor has reported to the Chairman DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this

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information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

10. Integrity Pact would be implemented through the Independent External Monitor (IEM) for this IFB. The addresses of the same are:

- 1) Shri. Aditya Kumar Mittal,
Flat No.C-2/10 (3102), Vanashree CHS,
Plot No.1 & 2, Sector 58A, Palm beach road,
Near Seawoods Estates, Nerul (West)
Navi Mumbai, Maharashtra - 400706
Mobile: +91-9560527000
Email- adityakumarmittal@gmail.com

- 2) Shri. Prahlad Kumar Sinha
A 303, SanskritiVihar, 10th Avenue,
Gaur City 2, Greater Noida West,
Gautam Budh Nagar, U.P. - 201318
Mobile: +91-9432677066
Email- pekay66@gmail.com

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 08 months after the last payment under the contract, and for all other Bidders 08 months from the date of signing Agreement.

If any claim is made /lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of DCIL.

Section 10 - Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turnout to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
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5. Issues like warranty/ Guarantee etc. shall be outside the purview of Monitors.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place_____

Date_____

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness2:
(Name & Address)

Witness2:
(Name & Address)

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
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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 2025
 - ii) Copies of purchase orders (POs), delivery note / challans / receipts & invoices duly acknowledged / receipted by purchaser(s) / buyer(s) with signature & stamp of the authorized signatory (of buyer/purchaser), evidencing experience of having successfully completed works of similar nature during last 7 years ending March 2025.
4. Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS / BG/ BG) 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 e-Payment (NEFT / RTGS / BG) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail-ID treasury@dcil.co.in along with electronic receipt/UTR.
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 Rs. 200/- stamp paper (non-judicial), duly notarized, 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. Annexures-I, III to VIII (On company letter head).
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.

Signature of Tenderer with Seal