

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-04-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-04-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Ports, Shipping And Waterways
विभाग का नाम/Department Name	Dredging Corporation Of India Limited
संगठन का नाम/Organisation Name	Dredging Corporation Of India Limited
कार्यालय का नाम/Office Name	Dredge House Port Area Visakhapatnam
वस्तु श्रेणी /Item Category	Custom Bid for Services - Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary
समान श्रेणी/Similar Category	<ul style="list-style-type: none">Hiring of VesselsHiring of Boats
अनुबंध अवधि /Contract Period	4 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	51 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
अनुमानित बिड मूल्य / Estimated Bid Value	67007310
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईएमडी राशि/EMD Amount	1340150
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Regional General Manager
DREDGE HOUSE PORT AREA VISAKHAPATNAM, Dredging Corporation of India Limited, Dredging Corporation of India Limited, Ministry of Ports, Shipping and Waterways
(T V Suresh Kumar)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service

provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

PRICE BID - [1775121553.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1775121597.pdf](#)

Payment Terms:[1775121601.pdf](#)

GEM Availability Report (GAR):[1775121614.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1775121627.pdf](#)

Custom Bid For Services - Supply, Manning And Running Of One Steel Hull Mechanized Vessel With An Average Cruising Speed Of 08 To 10 Knots At Haldia On The Hooghly Estuary (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Manoj Kumar Ravupalli	721607,PROJECT OFFICE, HALDIA Ground Floor, H.P.S.U. Building, Township, Haldia, Dist. - Purba Medinipur, West Bengal-721607.	Project / Lumpsum Based	N/A

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to

exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER



DCI/ERO/HAL/OPS/RB/2026-27

Date: 02-04-2026

“Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary”

DREDGING CORPORATION OF INDIA LIMITED
EASTERN REGIONAL OFFICE
Flat No. B/3, CPT Quarters,
Nimak Mahal Road, Kolkata - 700043,
West Bengal

Email: rgm.kolkata@dcil.co.in, pohaldia@dcil.co.in

Web: www.dredge-india.com/gem.gov.in

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

DCI/ERO/HAL/OPS/RB/2026-27

Date: 02-04-2026

SECTION-I

INVITATION FOR BIDS (IFB)

Dredging Corporation of India Limited (DCIL) was established in the year 1976 to provide dredging services to the Major Ports of the country in India. DCIL 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, DCIL helps to ensure continuous availability of the desired depths in the shipping channels of the major and minor Ports, Indian Navy, Fishing Harbors and other maritime organizations.

DCIL is undertaking dredging contracts and deploying its vessels at various ports assignments as per contractual requirements. Presently, DCIL is carrying out dredging works under Eastern Regional Office at Haldia on the Hooghly Estuary. The nature of dredging assignment is throughout the year for five years w.e.f. 01.08.2024. In this connection, DCIL intended to hire one steel hull twin screw mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary for providing shore support services to DCI Dredgers round the year, services including transportation of men and materials from shore to dredgers and back. In this connection e-Tender is invited on GeM portal for the above work from reputed, bonafide, and resourceful Indian fleet owner's/ Fleet managers/ Operators who meet the Pre-Qualification criteria.

Sealed e-Tenders are invited on two-bid systems through GeM portal from reputed, competent and well-experienced firms for the following service. Tenderer have to submit the offer through Government e-Marketplace Portals (GeM) <http://www.gem.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. Online enrollment in the GeM portal must be done in accordance with GeM rules and regulations, and any applicable charges, should be borne by the tenderer. The complete tender document shall be available on the website of "DCIL"- <http://www.dredge-india.com> & Government e-Marketplace Portals (GeM)-<http://www.gem.gov.in>.

1	Name of Work	:	Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary.
2	Period of Contract	:	Initially, Three years (03) from the date of commencement of work and extendable by another One (01) year at the discretion of DCIL.
3	Estimated Cost	:	Rs. 6,70,07,310/-- (Excluding GST)
4	Cost of Tender*	:	Rs.2,950.00, Including GST, payable by NEFT/RTGS. Tender Cost is non-refundable even if the tender is cancelled.
5	Earnest Money Deposit*	:	Rs. 13,40,150.00 (Rupees Thirteen Lakh Forty Thousand One Hundred and Fifty Only) to be remitted only through NEFT/ RTGS and copy of electronic receipt/UTR to be enclosed with the tender.
6	Validity of the Tender	:	120 days (One Hundred and Twenty) from the date of opening of Tender.
7	Availability of bid Document in DCIL & GeM web site for Downloading	:	As specified in GeM portal.
8	Pre-Bid Queries & Clarification	:	No pre-bid meeting will be held. Pre-bid queries, if any, should be forwarded in writing to rgm.kolkata@dcil.co.in and pohaldia@dcil.co.in by 08-04-2026 up to 11:00 hours.
9	Last Date & time of submission of Bid and EMD	:	As specified in GeM portal.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

10	Date and time of opening of: a. Cover-A (Technical bid) b. Cover-B (Financial bid).	:	a. As specified in GeM portal b. Will be intimated in due course after evaluation of technical bid.
Detail of Bank account of DCIL to which bidders can pay following: 1. Cost of Tender documents, 2. EMD, 3. Performance security, 4. Or, for any other payments due to be paid to DCIL.		:	Name of the beneficiary : Dredging Corporation of India Ltd., (a) Name of the Bank : Canara Bank (b) Branch Name : DCIL Branch, (c) Address of Branch : Ground Floor, Dredge House, H.B. Colony Main Road, Seethammadhara, Visakhapatnam, Andhra Pradesh- 530022 (d) IFSC Code : CNRB0013583 (e) SWIFT Code : SYNBINBB032 (f) MICR code : 530015032 (g) Acct type : Current Account (h) Account No. : 35833070000014 (i) GST No. : 37AAACD6021B1ZB
Note: Scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical Folder. Physical mode of payment will not be accepted i.e. Banker cheques or Demand drafts. * Tender Fee is exempted to MSME/NSIC vendors. * Exemptions for submission of EMD: SSI Units registered with MSE/NSIC for the tendered items, subject to production of valid documentary proof, as to the registered value; are exempted from submission of EMD.			

11. PRE-QUALIFICATION CRITERIA (PQC):

Tenderer should possess the following minimum qualifying requirements:

Financial:

- The bidder must have **experience** of having successfully completed "similar works" of successfully supplying at least one steel hull vessel registered under M.S. Act or RSV type or I.V. Act (maintained under class of an IACS approved classification society) with experience manning during the **last seven years**, ending on the last day of the month preceding the one in which tender is invited should be either of the following:
 - Three similar works each coasting not less than **Rs. 66,96,144/-** (amount 40% of the 1st year estimated cost).

(Or)
 - Two similar works each coasting not less than **Rs. 83,70,180/-** (amount 50% of the 1st year estimated cost).

(Or)
 - One similar work coasting not less than **Rs. 1,33,92,288/-** (amount 80% of the 1st year estimated cost).

(a) **Similar Work means:** "Having experience in Supply, manning and running of steel hull Mechanized Vessel to its clients on wet lease/ owning & technical maintenance including manning of Vessel. The Vessel means vessels and marine crafts which are self-propelled and registered under **M.S. Act or RSV type or I.V. Act (maintained under class of an IACS approved Classification Society)** which includes but not limited to boats, barges, Tugs, ships, Supply vessels, offshore vessels, dredgers".

(b) Copies of the **work order** and its relevant **Completion certificates mentioning name & nature of work, work order number, work done value and contract periods, LD or penalty levied if any** for all the said similar works to be uploaded.

2. The bidder shall have average annual financial turnover during the last three years ending 31st March 2025 which is at least 30% of the 1st years estimated cost i.e., **Rs. 50,22,108/-**.

Auditor's report of profit & loss statement, balance sheet for the preceding three years ending 31st March 2025 i.e. for the financial years 2022-23, 2023-24 and 2024-25 should be uploaded.

Note: Considering the nature of the work, MSEs shall not be given relaxation in prior turnover and prior experience criteria during the tendering process.

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Note:

- i. The tenderers whose Steel Hull Vessel (s) are technically inspected & qualified/ approved by DCIL Vessel Inspection committee shall be considered for opening the price bid as specified under [Clause 29 of the ITB](#).
- ii. The Steel Hull Vessel should be capable to ply in all designated dredging grounds at Hooghly Estuary round the year with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary. The Vessel should be registered under M.S. Act or RSV type or I.V. Act and classed by any classification society who is a member of IACS, as specified at [Clause-3 of the ITB](#).
- iii. The downloading of document shall be carried out strictly as provided on the website & GeM portal. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection. DCIL shall be at liberty to ask for hard copies of documents (Shortfalls) if found necessary.
- iv. In case of unscheduled Holiday/ Bandh and company remains closed on any of the above days, the same will be opened/ held on the next working day at the scheduled time without any further notice.

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GENERAL GUIDANCE TO BIDDERS: - Instructions/ Guidelines for tenders for electronic submission of the e-tender have been annexed for assigning the agencies to participate in e-Tendering.

- (i) Any agencies/ Firms willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-market portal; through logging on to <https://gem.gov.in>. The agency has to click on the link <https://gem.gov.in> for e- Tendering site as given on the web portal.
- (ii) User portal Agreement: The Tenderers/ Bidders will have to accept unconditionally the online user portal agreement which contains the law of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figure, information and documents furnished by the bidder online in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.
- (iii) Bids shall be submitted online only at GeM website app <https://gem.gov.in>, Manual bids shall not be accepted. Tenderers/ Bidders are advised to follow the instructions provided in the 'Instructions to Bidders' for the e-submission of the bids online through the Government e-Marking Portal for e-Procurement before proceeding with the tender.
- (iv) If any of the intending Tenderers/ Bidders wishes to withdraw from participation in the bid, he/ she can freely withdraw from the participation before scheduled date and time of closure of the bid submission.
- (v) DCIL reserves right to cancel the bid without assigning any reason thereof.
- (vi) Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the proposals with the bidder's participation to be disqualified.
- (vii) Considering the nature and type of work, no Joint venture and Consortium is allowed in the contract.
- (viii) The bidder shall bear all cost associated with the preparation and submission of his bid. The bidder shall make his all efforts to ensure the correctness of documents available in the website.
- (ix) The tenderers should study the tender documents carefully; understand the General Conditions of contract (GCC) and Special conditions of the contract (SCC) before submission of his tender and furnish the bid in full with required documents. Failure to comply the requirements of the tender will be at bidder's own risk. It would be deemed that the bidder prior to submission of the bid has made complete and careful examination of requirements and other information set out in the tender document, get himself acquainted with the nature and scope of work and the local & site conditions before quoting the tender.
- (x) The bidder shall upload the e-bid well on time and to avoid last minute rush. Bidders are requested to submit the tender offer in the form of two bid system on or before due dates mentioned in the NIT.

NOTE: All corrigendum, addenda, amendments and clarifications to this Tender will be hosted in GeM Portal <https://gem.gov.in> and DCIL website <http://dredge-india.com> only. Bidder shall keep himself updated with all such amendments.

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

The tender document shall be downloaded from above Websites. The downloaded document must be signed and stamped before being uploaded along with all other specified documents mentioned in the tender, as well as the e-receipts for the Tender Fees and Earnest Money Deposit (EMD). The offers must be submitted online through the GeM portals mentioned above, based on the Tender document uploaded on the specified websites, prior to the closing date and time. The tenderer must enroll themselves on the above-mentioned portal and follow the prescribed procedure for submitting the offer.

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12) 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 an Integrity Pact to be executed between the bidder and Dredging Corporation of India Limited in a separate envelope super scribed "Integrity Pact" **before due date and time of the Opening of tender**. Bids not accompanied by a duly Signed "Integrity Pact" shall be liable for rejection. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

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

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

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.

Regional General Manager
Dredging Corporation of India Limited
Eastern Regional Office, Kolkata.

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SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1. Requirements for participation in e-tenders

In order to submit the online offer on GeM portal website (www.gem.gov.in) the bidders should meet the following requirements:

- 1.1 PC connected with Internet (For details, visit home page of GeM portal). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the GeM website. Under no circumstances, DCIL shall be liable to the bidders for any direct/ indirect loss or damages incurred by them arising out of incorrect use of the GeM system or internet connectivity failures.
- 1.2 Online Enrollment/ Registration with GeM portal with valid Digital Signature Certificate (DSC). The online enrollment/ registration of the bidders on the GeM portal to be done as per GeM rules and regulation, by paying applicable charges of GeM if any. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorized person. It shall be the responsibility of the tenderer to ensure that they get registered with the GeM portal well in advance, download and submit the documents before the last date and time for the same.

All applicable charges related to bidder registration, bid preparation, bid submission, access to the GeM portal during the tendering process, award of work, and any post-award requirements on the GeM portal, if any, shall be borne solely by the bidder.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all Indian Contractors who own or operate Steel Hull mechanized Vessel(s)/ Launch(s)/ barge(s)/ tug(s)/ other marine craft(s) and who satisfy the conditions stipulated in the bid document.
- 2.2 Tenderer shall possess a Steel Hull Mechanized Vessel either through absolute ownership/ Despondent ownership/ Charter lease/ MoU/MoA. The minimum parameters required of the Steel Hull Mechanized Vessel should be as per the tender Clause-3 of ITB.
- 2.3 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 (DCIL) 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.
- 2.4 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 DCIL.
- 2.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCIL or any other Government agencies/ DCIL Clients in accordance with [ITB Clause 42](#).
- 2.6 The bidder will be responsible for Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per Department of Expenditure (DOE) Order No. F.7/10/2021-PPD (1), dated 23.02.2023 (as amended from time to time).

Restrictions on procurement from a bidder of a country which shares a land border with India-

- 2.6.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services) or works (including turnkey projects), only if the bidder is registered with the Competent Authority.
- 2.6.2 Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy

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services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority.

Bidder in his bid shall submit a certificate stating that, "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

3. Technical Specifications of steel hull (twin screw) Vessel:

3.1. The brief specification provided is intended to cover the principal requirements and is not exhaustive in detail. The contractor shall provide any fittings or accessories that are usual or necessary, even if not specifically mentioned in the specification, without any extra charge. The Vessel should be complete in all respects as per the Tender Authority's requirements and perform the work to the entire satisfaction of the Regional General Manager (RGM), DCIL, ERO-Kolkata, or his authorized officers. The General Arrangement Plan and all other relevant technical details of the Vessel must be submitted along with the technical bid.

- i. **Age:** The Vessel should not be more than Ten (10) years as on the date of opening of the Techno-Commercial bid.
- ii. **LOA:** Length Overall (LOA): The LOA of the vessel should be adequate to accommodate men, materials, lube-oil barrels, and all other requirements necessary to fulfill the project needs.
- iii. **Beam:** Proportionate to the LOA, and robust in construction and should withstand sea rolling, swell and wave in all-weather condition throughout the year, during the currency of the contract.
- iv. **Draft:** The draft of the Vessel should not exceed 2.5 Meters.
- v. **Speed:** The total installed power of the two Main Engines must be sufficient to provide an average cruising speed of 08 to 10 knots while operating in Haldia waters on the Hooghly Estuary. Additionally, the Vessel should possess excellent control and maneuverability at low speeds, specifically in the range of 1 to 2 knots, to ensure safe and precise handling during low-speed operations.

Speed of Vessel to be checked as follows:

- a. At Haldia waters on the Hooghly Estuary (at locations where significant tidal effect is present): The trial run shall be conducted both with and against the same tide or current to account for the effects of tidal flow. During these trials, the two Main Engines must be capable of providing an average cruising speed of 08 to 10 knots, based on the average speed recorded from both directions.
- b. At other locations where the tidal effect is minimal or tidal current is not present or available: Two Main Engines must be capable of providing an average cruising speed of 08 to 10 knots. This capability is likely to ensure that the vessel's performance remains consistent and reliable, particularly while deployed at Haldia waters on the Hooghly Estuary.

(If deemed necessary, the Engineer of the contract may conduct a speed trial of the Vessel at Haldia on the Hooghly Estuary before hiring and/or during the deployment period, which shall be arranged by the contractor at their own cost).

- vi. The Vessel should be fitted with conventional twin propellers and twin rudders.
- vii. **Registration:** To be registered under M.S. Act or RSV type or I.V. Act.
- viii. **Classification:** Maintained under any approved Classification Society which is a Member of the International Association of Classification Societies (IACS).

3.1.1. The Vessel should be equipped with AIS, VHF facilities and Radio communication system as per the statutory requirements (i.e. M.S. Act or RSV type or I.V. Act), over and above the Vessel shall be additionally provided with Mobile Phone.

3.1.2. The Vessel should be designed in such a manner that she is capable of going alongside DCIL Dredgers when

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moving at a speed of around 06 knots and also capable of casting off easily for transfer of Personnel.

- 3.1.3. The Vessel should have a Clear and wide View from the wheel house and sufficient area to be provided in the wheel house. The Vessel should have an air-conditioned lounge with proper sitting arrangements. The Vessel should have clean and hygienic toilet facility. The Vessel should be capable of carrying capacity around 15 persons.
- 3.1.4. The Vessel shall have basic amenities like fresh drinking water facility, Toilet facility etc. The Vessel should also have adequate power back up facility.
- 3.1.5. The Vessel should have sufficient height from water line with proper and non-skiddy landing space at backward and/or forward region with firm side-rails for safe embarkation/disembarkation of men and materials. Firm rails are to be fitted in such a manner that DCIL/ Port personnel grab the same during embarkation/ disembarkation.
- 3.1.6. The Vessel must have valid Statutory and Classification certificate for the performance of designated duties. The contractor must keep all certificates of the Vessel valid and updated during the entire contract period including Insurance certificates which cover Hull, Machinery and 3rd party Liability, Total loss of the Vessel, Total Coverage for wreck removal in case the vessel is wrecked. The Vessel should follow Haldia Port rules/ Concern Authority norms and regulations.
- 3.1.7. The Vessel must be equipped with communication equipment and Navigational equipment as per requirement of Statutory Authority. The Vessel should have adequate Life Saving Appliances & Fire Fighting Appliances on board as per requirement of Statutory Authority.
- 3.1.8. The Vessel must be equipped with suitable life-saving equipment (LSA), firefighting equipment (FFA), and first aid appliances at all times. The Contractor shall ensure their availability for use, and the Tender Authority shall not accept any liability whatsoever in this regard.
- 3.1.9. Securing/ tying the Vessel to Port Buoys is not permitted, hence the Vessel should have adequate facility for anchoring and keep watch on VHF & Cell phone to communicate with DCIL officials and other vessels.
- 3.1.10. The Vessel should have clear and flat adequate deck with proper and non-skiddy landing space at backward and/or forward region for carrying around 10 no's Lube oil drums, provisions, dredger spares & materials in a safe manner. A weatherproof non-skid decking material should be fixed/laid on the entire deck.

4. Cost of Bidding

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

B. THE BIDDING DOCUMENTS

5. Content of Bidding Documents

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

i. Technical Bid (Cover-A)

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

ii. Financial Bid (Cover-B)

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a

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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.

6. Pre-Bid Meeting / Queries & Clarification

No pre-bid meeting will be held. Prospective bidders are requested to forward their queries by e-mail to rgm.kolkata@dcil.co.in and pohaldia@dcil.co.in on or before 11:00 hours on 08-04-2026. The clarifications requested by the bidders will be suitably hosted in GeM website on or before 15-04-2026. No press notification will be issued for any amendments. However, prospective bidders have to regularly visit the websites www.dredge-india.com, www.gem.gov.in before the due date of bid submission for any corrigendum/addendum/updates.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, DCIL 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.

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

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

C. PREPARATION OF BIDS

8. Digital Signature Certificate (DSC)

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

9. Declaration

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

10. Details to be Given

The bidder is required to furnish details in his offer as given in Annexure V to XII and Annexure XVI to XVIII. If the information is not applicable against any serial number, please mention – “Not Applicable” and upload scanned copies of all the documents stated therein.

11. 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.

12. Communication

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

13. Documents Comprising the Bid

The Online bid for the work will be based on two cover system. The offers are to be submitted online through GeM portal website, (<http://www.gem.gov.in>) in two covers.

The Bids shall be consisting of following two covers:

13.1 Technical Bid (Cover-A); and

13.2 Price Bid (Cover-B)

13.1 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 73, 69 of 73 & 70 of 73** shall be filled in the prescribed format and uploaded along with the requisite documents/ Annexure in the Technical Folder in the order stated **ITB Clause 13.1.1 to 13.1.24**. 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

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the terms of the NIT shall not be considered.

- 13.1.1 A Bid Form except the Price Schedule.
- 13.1.2 A list of works bided for and in hand/ being executed as on the date of submission of bid with proof of documents.
- 13.1.3 A detailed list of Vessel (s) available with the tenderer and which is proposed for deployment of work under consideration including their specification.
- 13.1.4 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 2015.
 - ii) Certificate from the Employer showing Experience of having successfully completed works of a similar nature during last 7 years, ending on the last day of the month preceding the one in which tender is invited. The certificate should include the following information:
 - a) Brief description of the work
 - b) Actual Work done amount.
 - c) Time limit for completion
 - d) Whether the work has been completed within the stipulated time.
 - e) Whether any liquidated damages have been levied.
- 13.1.5 Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment mode (NEFT/ RTGS) containing electronic receipt with Transaction Ref. No./ UTR No. and date.
- 13.1.6 Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of:
 - i) e-Payment mode (NEFT / RTGS) containing electronic receipt with Transaction Ref. No./ UTR No. and date. or
 - ii) Bank Guarantee (copy to be uploaded online. **Please refer to "NOTE" regarding the submission of original BG at page no 12 of 73**).
- 13.1.7 Copies of original document defining the constitution or legal status, Place of registration and principal place of business of the company or Partnership.
- 13.1.8 Copy of PAN Card.
- 13.1.9 Copy of GST Registration Certificate.
- 13.1.10 Copy of Registration with Provident Fund Authorities.
- 13.1.11 Bank Account details along with copy of cancelled cheque.
- 13.1.12 Power of Attorney on stamp paper (non-judicial) Rs. 100/-, in favor of the person authorized to sign the tender document. This stamp paper should be duly notarized on an Rs.100/- stamp paper, and the stamp paper should be not older than six (06) months from the date of issue of tender.
- 13.1.13 Copy of clear title of the ownership of the Steel Hull vessel proposed for deployment. If the tenderer is not the owner of the proposed Steel Hull vessel, necessary documents in support of the authorization or lease granted by the owner of the proposed Steel Hull vessel to the tenderer to offer and operate the mechanized Steel Hull vessel by the tenderer to execute the intended work.

This authorization or lease shall be executed on an Rs.100/- stamp paper duly notarized, and the stamp paper should be not older than six (06) months from the date of issue of tender. The original document must be submitted to the office of Tender Inviting Authority (TIA) through post or by hand so as to reach by the time of tender opening.

 - a) Where the bidder does not possess the vessel, bidder should be entered into an agreement with the owner of the vessel for purchasing/ leasing of the vessel which he intends to deploy to DCIL for the duration of the contract, and shall submit an agreement in original affirmed before a first-class judicial magistrate in a non-judicial stamp paper to prove the same. If the bidder is in possession of lease or charter of hire of vessel, then irrevocable lease/ charter agreement/ MoU duly stamped as per Indian Stamp Act 1958, should be submitted along with the Technical Bid.
 - b) In the event that the Bidder does not possess a vessel meeting the specifications stipulated under

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Clause 3 of the ITB and intends to construct and supply such a vessel, the Bidder shall be required to enter into a formal agreement with a registered shipyard. The original copy of the said agreement must be duly affirmed before a First-Class Judicial Magistrate and executed on a non-judicial stamp paper of value ₹100/-. Bidders who own and operate their own shipyards shall be required to submit an undertaking to that effect. The original undertaking must also be duly affirmed before a First-Class Judicial Magistrate and executed on a non-judicial stamp paper of value ₹100/-, relevant document should be submitted along with the Technical Bid.

In such event, the bidder may offer an alternative Vessel meeting all technical specifications of the tender but without restriction on the age of the vessel, to fulfil the operational requirements of DCIL, on the condition that the Vessel initially offered shall be substituted with a vessel as per specification stipulated under Clause 3 of the ITB, within the stipulated period of 12 months from the issuance of work order.

- 13.1.14 A declaration that the vessel is free from all encumbrances and liens, without any reservation or limitations.
- 13.1.15 General Arrangement Plan and all other relevant technical details of the vessel must be submitted along with the Bid.
- 13.1.16 **Annexure I to XVII** should be duly signed & stamped (On company letter head wherever necessary).
- 13.1.17 Average Annual Turnover certificate, issued by a reputed Chartered Accountant, for the last three financial years, i.e. financial years 2022-23, 2023-24 and 2024-25.
- 13.1.18 Check-list for Technical Bid.
- 13.1.19 Downloaded Tender Document and amendment/ corrigendum, if any, duly signed and stamped on all the pages by tenderer in hard copy.
- 13.1.20 Integrity pact as per format, to be executed on Rs. 100 Non-Judicial Stamp Paper in 02 (two) original sets as per the **Annexure-XI**.
- 13.1.21 The bidder shall submit, along with the bid, copies of the original Registration Certificates, Survey Certificate, Class Certificate, and the latest Class Survey Report of the proposed Steel Hull vessel. In addition, the bidder shall submit valid insurance policies covering Hull & Machinery, Crew, and Third-Party liabilities; alternatively, an undertaking shall be submitted confirming compliance with the insurance requirements stipulated under Clause 6 of the GCC.
- 13.1.22 GFR-144 (xi) compliance declaration by the tenderer (**Annexure XVIII**).
- 13.1.23 DCIL reserves its right to inspect the Steel Hull vessel/ vessel (s) and seek any other details/ documents to ascertain the competence of the tenderer. Suitability of the vessel as per tender conditions will be decided by Committee appointed to inspect Steel Hull vessel. As per Committee report, if the vessel is not meeting the desired requirement for the intended work as per tender conditions, then his tender will be technically disqualified and offer of the Bidder will be rejected.
- 13.1.24 Other documents prescribed in this bid document not mentioned above.

NOTE: Of the above documents, Sl.No.13.1.6 (ii) EMD (in case of BG), Sl.No.13.1.12 Power of Attorney and Sl. 13.1.13 (a) Lease Agreement (with vessel owner), 13.1.13 (b) Agreement with a registered shipyard/Undertaking (in case of own Shipyard) and Sl. 13.1.20 two Set Integrity Pact, in ORIGINALS shall be forwarded to Tender Inviting Authority through post or by hand so as to reach by the time of tender opening.

13.2 Price bid (cover B)

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

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14. Bid Form

The Bidder shall complete the Bid Form except the appropriate Price Schedule furnished in the Bidding Document along with the enclosures specified in [Clause 13.1 of ITB](#).

15. Bid Prices

The bidder shall quote his prices only in the Bill of Quantity (BOQ) in Excel format and upload it. The bidder should not indicate the prices anywhere directly or indirectly in the Techno-Commercial Bid. Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions. Conditional tenders are liable for outright rejections.

16. Bid Currencies

Prices shall be quoted in Indian Rupees only.

17. Documents Establishing Bidder's Eligibility and Qualifications

17.1 Pursuant to [ITB Clause 13](#), 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.

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to DCIL's satisfaction that the Bidder has the financial & technical capability and competency necessary to perform the contract as per tender Qualification Criteria.

17.3 The bidder should furnish the details of the mechanized Steel Hull vessel proposed for hiring as mentioned in Sample Forms. **(Annexure-XII)**.

18. Period of Validity of Bids

18.1 The Tenderer shall keep open the validity of the Bid for 120 days from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open in case a request is made by DCIL in writing or by mail before the expiry of the initial validity period of 120 days stated above. The date of receipt of the request from DCIL 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 DCIL.

18.2 In case DCIL asks for extension in validity of bid, the earnest money deposit provided under [ITB Clause 19](#) shall also be suitably extended.

19. Earnest Money Deposit (EMD)

19.1 Pursuant to [ITB Clause 13.1.6](#), the Bidder shall furnish, the Earnest Money Deposit for the amounts as indicated at Sl. No.5, of Section-I of IFB, through NEFT/ RTGS/ unconditional, irrevocable Bank Guarantee in favor of "Dredging Corporation of India Limited" payable at Visakhapatnam from any Scheduled or Nationalized Indian Bank. The same shall be uploaded in the Technical Bid (Cover-A). The details of payment along with electronic receipt/ UTR are to be uploaded in Technical Bid (Cover-A). No Demand Draft/ Cheque will be accepted under any circumstances. If any party submits EMD in the form of BG, the original document must be submitted to Tender Inviting Authority through post or by hand so as to reach by the time of tender opening. The Earnest Money deposit shall not carry any interest. Tenders received without EMD or with lesser amount of EMD will be summarily rejected.

19.2 The earnest money is required to protect DCIL against the risk of Bidder's conduct which would warrant the earnest money forfeiture, pursuant to [ITB Clause 19.7](#). No interest whatsoever may be payable by DCIL on EMD.

19.3 The earnest money deposit shall be paid in the form of a NEFT / RTGS or a bank guarantee, and shall be valid for forty-five (45) days beyond the final bid validity period.

19.4 Any bid not secured in accordance with [ITB Clauses 19.1 and 19.3](#) will be rejected by DCIL as nonresponsive, pursuant to [ITB Clause 29](#).

19.5 Unsuccessful Bidders' earnest money deposit will be discharged or returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of contract by DCIL pursuant to [ITB Clause 19](#) without interest.

19.6 The successful Bidder's earnest money deposit will be refunded upon acceptance of the LoA/ work order and

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payment of 100% performance Guarantee by the bidder to DCIL. However, at the option of successful tenderer, the Earnest money deposit paid in the form of a NEFT/ RTGS can also be adjusted towards as part of the Performance Guarantee and balance amount of 5% of contract value towards performance Guarantee has to be furnished/ paid by way of NEFT/ RTGS/ BG to DCIL. In case EMD is paid through BG, the validity of the BG shall be suitably extended by the bidder on par with the validity of the performance Guarantee.

19.7 The earnest money deposit may be forfeited:

- a) if a Bidder:
 - i. withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form, (or)
 - ii. does not accept the correction of errors pursuant to [ITB Clause 31](#); (or)
- b) in the case of a successful Bidder, if the Bidder fails:
 - i. To accept the Letter of Acceptance (LOA)/work order (or).
 - ii. To pay performance Guarantee within 07 (seven) days of receipt of LoA (or)
 - iii. To submit contract agreement duly signed and stamped in the prescribed formats within 07 (Seven) days from the date of issue of LoA (or).
 - iv. To mobilize & commence the work within 30 (Thirty) days from date of issue of LOA.
- c) Pursuant to ITB Clause No-45.

20. Upload of payment Receipt of Tender Cost/ EMD/ Security Deposit:

20.1 The bidder must ensure that Transaction number/ UTR number and Payment date is mentioned in the electronic receipt/ bank receipt for both Tender Cost and EMD. Transaction shall be done in the name of bidding Company/ Firm to make accounts entry accordingly. In case payment received from individual account, then proper undertaking with transaction details shall have to be uploaded. In the event EMD submitted by way of Bank Guarantee, scan copy of BG shall also have to be uploaded in Technical Bid.

20.2 The scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical bid. The payment to DCIL made through online mode must be received in DCIL 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 DCIL bank account, is found to be less than the stipulated Tender Cost and/or EMD as may be applicable and required in NIT, the Bid will not be accepted. Physical mode of payment i.e. Banker cheques or Demand drafts is not acceptable.

20.3 MSEs interested in availing exemption of Tender document fee and EMD benefits must enclose with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being registered under Udyam Registration Portal. The certificates shall be the latest available but must be issued prior to the deadline for submission of the bid.

21. Format and Signing of Bid

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

D. SUBMISSION OF BIDS

22. 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, DCIL, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, DCIL 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 DCIL on demand. If at any point of time during procurement process or subsequently after award of work, 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 DCIL reserves the full right to take penal action as may be deemed fit including rejection of the offer, annulment of contract and/ or banning the bidder in DCIL from future tenders. The penal action may include, but is not limited to, termination of the contract, forfeiture of all dues including Earnest Money Deposit (EMD), Performance Security and Security Deposit, and banning of the firm along with all its partners, as per the provisions of law. Furthermore, appropriate action may be initiated to claim damages from the bidder.

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23. User Portal Agreement:

The bidders will have to accept unconditionally the online 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 online 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.

24. 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.

25. Deadline for Submission of Bids:

- 25.1 Bids must be submitted on or before due date as specified in GeM Portal through online only. No physical document needs to be sent (except originals of Bank Guarantees, POA, vessel Lease Agreement and Integrity Pact etc. as applicable which are to reach TIA Office by the time of tender opening) Scanned copies of all the documents including Bank Guarantee's & documents made on Stamp paper duly signed and stamped by the Tenderer on all pages to be uploaded online.
- 25.2 In the event of the scheduled due date of opening of bids being declared as a closed holiday for the Company or a "bandh", the due date for opening of bids will be next working day.
- 25.3 DCIL may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with [ITB Clause 7](#), in which case all rights and obligations of DCIL and bidders previously subject to the dead line will thereafter be subject to the deadline as extended.
- 25.4 Late Bids: Any bid not submitted before the deadline for submission will be rejected.

26. 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. The Bidder cannot modify or withdraw its bid after due date & time of submission of the bids.

E. OPENING AND EVALUATION OF BIDS

27. Opening of Bids by DCIL

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

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

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

28. Clarification of Bids

Pursuant to [clause 6 of ITB](#), there will not be any pre-bid clarification after 08-04-2026.

29. Preliminary Examination:

- 29.1 DCIL 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, in line with the pre-qualification criteria given in IFB/ NIT.
- 29.2 The bid which meets all the bid requirements is a responsive bid.

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- 29.3 The bid, which is prima-facie responsive but contain some minor omissions/ missing points is a substantially responsive bid and shall be processed further for rectifying the minor deficiencies.
- 29.4 For a substantially responsive bid, DCIL 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.
- 29.5 The bid, which does not conform to all the essential and mandatory requirements and/or contains reservations with reference to the critical and essential terms and conditions of the bid, is a non-responsive bid.
- 29.6 If a bid is not a substantially responsive or if it is a non-responsive, it will be rejected by DCIL, not considered for evaluation and shall not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation and Comparison of Bids:

- 30.1 The Cover B containing the Financial Bid/ Bill of Quantities of only those bidders who have been qualified in the Technical Bid, will be opened at a later date. The date and time of opening of Cover-B –Price Bid/ Bill of Quantities through GeM portal shall be informed to the technically qualified bidders and the Price Bid/Bill of Quantities will be opened online.
- 30.2 The tenderers shall arrange at their cost for inspection & trail run of the proposed Steel Hull vessel with relevant original documents for verification by the Inspection committee for ascertaining technical suitability of offered vessel (s). The bidders shall place the proposed vessel for inspection within 7 (seven) days of written instruction from DCIL, failing which their bid will be rejected.
- 30.3 The tenderers having only such technically qualified/approved steel hull vessel shall be considered for opening the price bid. The decision of Inspection committee will be final for suitability of proposed vessel.
- 30.4 A bidder shall be disqualified if the bidder provides misleading or false information in the statements and documents submitted and, in such event, the said bidder may be debarred for a specified time from participation in the future tenders and EMD will be forfeited pursuant to ITB Cl. No. 19 & ITB Cl. No. 42. The bidder will be responsible for the Genuity of the submitted documents.

31. 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.

32. Shortfall of Documents

- 32.1 DCIL may ask for shortfall documents during the evaluation of the bids. 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 Tender Authority, 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. The above documents will be specified on-line under the link – Upload Shortfall Document”, by DCIL after scrutiny of bids after opening of Technical Bid (Cover –A), indicating the start date and end date giving specified “ time for online submission by bidder.
- 32.2 The bidders will get this information on their personalized dashboard under “Upload Shortfall Document/ Information” link. Additionally, information shall also be sent by email, 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 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.

33. Verification: -

DCIL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication

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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.

34. Prices:

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

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

35. 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 DCIL on any matter related to the Bid, it should do so in writing/email.

Any effort by a Bidder to influence DCIL 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

36. Award Criteria:

- 36.1 DCIL will award the contract to the bidder who has quoted for all items of the BOQ of the relevant combination and whose bid has been determined to be the lowest evaluated bid by quoting the lowest total amount of the BOQ for the four years period, thereby becoming the successful L-1 bidder for the tender. If any item(s) of the BOQ of the relevant combination is/are not quoted, the bid will be rejected. DCIL reserves the right to accept or reject any bid as specified in Clause 38 of ITB.
- 36.2 In the event that the bidder proposes to built and supply a new Steel Hull Mechanized Vessel meeting the specifications stipulated under Clause 3 of ITB, the bidder may, as an interim arrangement, offer an alternative vessel that complies with all the technical specifications outlined in the tender, without any restriction on the age of the vessel, in order to meet the operational requirements of DCIL. For this purpose, the bidder shall duly complete the Bill of Quantities (BOQ) provided at serial numbers 2.1 to 2.4 of the tender documents.
- 36.3 Upon finalization of the bids and arriving at L-1 bidder, DCIL shall issue Letter of Acceptance (LOA) to the successful bidder and contractor should execute and submit the contract agreement as well as performance Guarantee within 07 (Seven) days from the date of issue of LOA.
- 36.4 The Work order shall be issued to the successful bidder upon receipt of the Performance Guarantee & signing of the contract agreement. The GeM contract copy will also be generated upon receipt of the Performance Guarantee & signing of the Contract Agreement. However, the terms & conditions mentioned in this bid document and work order shall be followed while executing the work. All applicable charges on the GeM portal after placing /generating contract copy shall be borne by the bidders.
- 36.5 In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

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

- 37.1 Initially the contract period is for 03 (Three) years from the date of actual commencement of work and extendable by another one year at the discretion of DCIL.
- 37.2 Before expiry of the contract, the tenderer shall be informed by written notice to extend the contract for a

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further period, as per discretion of DCIL, with same rates, terms and conditions. DCIL reserves the right to extend or curtail the period of contract, and the decision of DCIL's in this matter will be final and binding on the contractor, and will not be subject to the arbitration. The contractor has to execute the work as per rates quoted in schedule of rates/ Negotiated Rates and as per Contract Conditions laid down in Tender document during the initial contract period and extended/ curtailed period.

37.3 In case of curtailment of the contract period at any stage, the bidder shall be informed of the same in advance by serving a 07 days' notice of termination. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, the Contract shall be terminated by giving 7 (Seven) days' notice by DCIL, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms and conditions of the contract, or if the tenderer abandons the work or breaches the Contract, without prejudice to DCIL's rights and remedies.

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

DCIL 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.

39. Notification of Award

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

40. Performance Guarantee

Within 7 (seven) days from the date of LoA from DCIL, the successful Bidder shall furnish the performance Guarantee in accordance with the General Conditions of Contract (GCC) Clause No: 03, in the Performance Guarantee Form provided in the Bidding Documents. Failure of the successful Bidder to furnish performance Guarantee within 7 (seven) days from the date of LoA issued shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/ EMD.

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

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

42. Corrupt or Fraudulent Practices

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

42.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official/DCIL official in the procurement process or in contract execution and

42.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of DCIL, 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 DCIL of the benefits of free and open competition;

42.3 DCIL 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.

42.4 DCIL will declare a firm or company ineligible, to be awarded a contract by DCIL, 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 DCIL.

42.5 The tenderer shall enclose a certificate that "he/ she is not related to any officer of Dredging corporation of India limited or any other officer of the rank of Under Secretary or above in the Ministry of Ports, Shipping and Waterways," The tenderer shall also furnish a declaration with his tender enclosing the names of the relatives who are employed in DCIL, if any.

42.6 The tenderer shall have to give a certificate that the tenderer has not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and has not committed any offence under the Prevention of Corruption Act in connection with the bid.

42.7 The tenderer shall give a certificate that the tenderer shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.

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42.8 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, based on which the Bidder was considered eligible or declared successful, or awarded the Contract were incorrect or false to the extent that, had the correct or true information been made available to the DCIL at the time of Bid evaluation, the Bidder would have been declared ineligible or unsuccessful, then the Bidder shall be immediately disqualified, or the contract awarded on such basis shall be cancelled, as applicable. In such cases, penal action shall be taken, which may include, but is not limited to, termination of the contract, forfeiture of all dues including Earnest Money Deposit (EMD), performance security and Security Deposit, and banning of the firm along with all its partners, in accordance with the provisions of law.

43. Maintaining Quality (ISO 9001:2015), Environment (ISO 14001:2015), OH&SMS (ISO 45001:2018), Safety Measures (ISM & ISPS) and other maritime codes / standards (IMO & DGS):

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

44. General:

44.1 Bid Documents are not transferable.

44.2 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.

44.3 All the pages in the tender document must be signed along with the office seal.

44.4 All Tender Documents shall be treated as private and confidential and must be returned back to DCIL, without defacing or altering.

44.5 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.

44.6 In case of corrigendum/ addendum regarding the subject tender work, DCIL will publish the same only on websites www.gem.gov.in, www.dredge-india.com. Tenderers are requested to visit the websites regularly.

44.7 After award of work, all correspondences must be made with the respective Project-In-charge of DCIL project office.

45. Punitive Provisions:

Without prejudice to and in addition to the rights of the Tender Authority to other penal provisions as per the bid documents or contract, if the Tender Authority comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Tender Authority may take appropriate measures including one or more of the following:

i. If his bids are under consideration in any procurement:

- a) Forfeiture or encashment of bid security/ EMD;
- b) calling off of any pre-contract negotiations; and
- c) rejection and exclusion of the bidder from the procurement process

ii. If a contract has already been awarded:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii. Provisions in addition to above:

- a) Banning/ debarment of the bidder from participation in future procurements of the Tender Authority for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application & Definitions of the terms

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

- i) Bidder: Means the person or persons, firm or company who bids for the work.
- ii) Contractor: Means the person or persons, firm or company whose bid/offer has been accepted and also fulfilled contractual obligations viz., submits performance guarantee, executing Contract Agreement, Integrity pact and executed contract as per tender conditions etc.
- iii) The Engineer of the Contract/ Tender Authority: The expression "The Engineer" means the Regional General Manager/ Chief Project Manager, DCIL ERO-Kolkata, for the purpose of this contract only.
- iv) The Engineer's Representative: The expression "The Engineer's Representative" means any officer or person from time to time deputed by Chief Project Manager / Regional General Manager, DCIL ERO-Kolkata, to act on their behalf for the purpose of this contract.
- v) Project-In-Charge/ Project Manager: Means DCIL's officer authorized as In-charge of the project.
- vi) Contract agreement: means the agreement entered into between DCIL and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. Tender notice, complete tender document including corrigendum and addendum, LOA, work order, agreement, correspondence exchanged before the issue of work order by which the Conditions of Contract are amended, varied or modified in any way by mutual consent will form part of the Contract.
- vii) Day: means duration of 24 hours commencing at 00:00 hours midnight till 24:00 hours and includes Sundays and Holidays.
- viii) The Vessel: the expression "Vessel" means the steel hull Mechanized vessel for hire.
- ix) Deficit Period: shall means the following
 - a) The period by which the availability of the deployed vessel meeting Tender Specification falls below the minimum guaranteed period (i.e. 350 days in a year) (calculation of availability period will be based on 24 hours and its part thereof on pro-rata basis).
 - b) The deployed vessel meeting Tender Specification does not report for duty within half an hour on receipt of order.
 - c) The deployed vessel meeting Tender Specification does not perform duty, during the periods pertaining to "Minor Breakdown"/" reasons attributable to contractor"/" lack of fuel"/" expiry of validity of certificates, insurance" and subsequently non-availability of substitute vessel for the routine service to dredgers.
 - d) The period during which the deployed vessel has been de-commissioned without approval of the Engineers.
 - x) Singular includes plural and vice-verse and masculine includes feminine and vice-verse where the context so requires.
 - xi) Contract Year: means 365 days from the date of commencement of work in 1st year thereafter 365 days from same date of 2nd year and so on.

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.

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

- 3.1 Within 07 (Seven) days from date of LoA from DCIL, the successful Bidder shall furnish the performance Guarantee in the Performance Guarantee Form provided in the Bidding Documents. The EMD paid via NEFT/ RTGS may be adjusted towards the Performance Guarantee as per Clause 3.4 of GCC and Clause 19.6 of ITB, and the balance amount shall be submitted accordingly. Failure of the successful Bidder to furnish performance Guarantee within 07 (seven) days from the date of LoA issued shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.
- 3.2 The proceeds of the Performance Guarantee shall be payable to the DCIL as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 3.3 A sum equal to 5% of the value as indicated in LoA shall be deposited by the contractor towards Performance Security by e-payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Guarantee in favor of Dredging Corporation of India Limited payable at Visakhapatnam as per Proforma at Annexure-II enclosed. Bank Guarantee shall remain valid for a period of three (03) months beyond the original or extended contract period as applicable from the date of the award of contract and shall be renewed for a further period, if required so. In case if any increase in value of the contract during the currency of contract, additional Performance Guarantee for the same shall be submitted by the party either by Net-Payment or in the form of bank guarantee.
- 3.4 At the option of contractor, EMD can be converted as part of Performance Guarantee and balance performance Guarantee shall be submitted in the form of BG/e- payment to DCIL, as per account details given.
- 3.5 In case the contract is further extended by giving additional quantity, sum equal to 5% of the contract value for the extended period of contract shall be deposited within 07 (seven) days after receiving a intimation of extension of contract from DCIL. Performance Guarantee (Performance Security) will not carry any interest, failure to submission of Performance Guarantee the amount equal to 5% of the contract value for the extended period of contract shall be deducted from monthly bills.
- 3.6 Before releasing the performance Guarantee, after the work is completed, the contractor is required to submit a "No dues and no claims" Certificate / letter to DCIL and the contractor shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a "No dues and no claims certificate".
- 3.7 Subject to Clause 3.5 the performance Guarantee (Performance Security) will be discharged by DCIL and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor 's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

4. Security Deposit:

- 4.1 Security deposit of 5% of admissible bill value shall be deducted from each running account bill.
- 4.2 Security Deposit will not carry any interest. On successful completion of contract, the Security Deposit will be refunded to the contractor upon submission of "No dues and No claims" certification letter.
- 4.3 DCIL shall be at liberty to deduct from the Security Deposit and/ or Performance Guarantee such sums as are due and payable by the successful tenderer to the Corporation as may be determined in terms of the contract, and the amount shall be appropriated from the Security Deposit and/ or Performance Guarantee accordingly.

5. The Contract & General Obligations of Contractor

5.1 Contractor Cannot Sub-let the Work

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible

- a) For the acts, defaults and neglect of any sub-Contractor, his Contractors, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his Contractors, servants or workmen, and
- b) For his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labors on a "Piece rate" basis shall not be deemed to be subletting under this clause.

5.2 Contractor is Responsible for all Damages to Other Structures/ Persons, caused by him in Executing the Work.

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The Contractor shall at his own cost protect, support and take all precautions with regard to the personnel or structure or services or properties whether belonging to DCIL or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep DCIL indemnified against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and / or to any person including the Contractor's workmen. Cost of insurance Cover, taken by the Contractor shall be borne by the contractor and shall not be reimbursed by DCIL.

5.3 Contractor to Indemnify DCIL against all Claims for Loss, Damage etc.

The Contractor shall indemnify and hold harmless the tender Authority, the tender Authority's personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses), demands, actions and proceedings and all costs arising there from on account of:

- i) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects, unless directly attributable to any negligence, wilful act or breach of the Award by the Tender Authority, the Tender Authority's personnel, or any of their respective agents, and
- ii) Pollution of waterway and damage caused to jetty, lock, dredgers/ other vessel or other structures related to waterway, in transportation used by the contractor.
- iii) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- iv) Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCIL or any other person or authority. Damage / injury caused to waterway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- v) The contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his representative to the workmen of the DCIL and other agencies employed by or with the permission and/or knowledge of the DCIL on or near the site of work
- vi) By submission of online tender by the tenderer DCIL shall be deemed to have been indemnified and kept indemnified by the tenderer against all claims for loss, damage injury caused by the tenderer/contractor or as a result of any act or omission by the Contractor in connection with and in the course of execution and maintenance of the contract work.
- vii) Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- viii) Contractor should follow and comply the rules and guidelines of the respective port.

5.4 Bidder not to publish Photograph Particulars of Work

The Bidder and his sub-Bidder or their Bidders and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works.

6. Insurance

6.1 From commencement to completion of the Work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. The Vessel and ancillary equipment (s) mobilized by the Contractor for the purpose of execution of this contract must be adequately insured and the Contractor shall ensure that comprehensive insurance(s) is (are) obtained by the Contractor to cover any form of public liability and any sort of damage including damage to third party life and property. Whereas vessels registered under RSV or similar Act must be insured with a member of the International Group of Protection & Indemnity Club, vessels registered under Inland Vessels Act, shall be insured with any reputed Indian insurance company in the following manner:

- a) The Hull, Machinery and 3rd party Liability.

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- b) Total loss of the Vessel.
c) Total Coverage for wreck removal in case the vessel is wrecked.
- 6.2 The Contractor shall prove to the Project-in-Charge from time to time that the Contractor has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive throughout the contractual period. The Contractor shall ensure that similar insurance policies are taken out by the sub-contractors (if any) and shall be responsible to the Tender Authority for any claims or losses to the Tender Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by the subcontractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Officer-in-Charge. If the Contractor and/or any sub-contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which may be required to effect under the Tender or/ under Applicable Laws, then and in any such case the Tender Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Tender Authority from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- 6.3 All persons deployed by the Contractor on board the Vessels and ashore shall be insured by the Contractor at his cost and documentary evidence should be provided before commencement of the Works. The Tender Authority shall not be responsible in any manner for any accident, injury or death to the personnel engaged by the Contractor during execution of the work on board or ashore.
- 6.4 The contractor shall provide evidence to DCIL, prior to the start of the work at site, that the insurances required under the contract have been effected.
- 6.5 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCIL, then and in any such case the DCIL may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 6.6 In the event that the contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the contract, the contractor shall indemnify DCIL against all losses and claims arising from such failure.
- 7. Payment:**
- 7.1 The Contractor's request(s) for payment shall be made to the DCIL Project-In-Charge, in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 7.2 The Bill for Services rendered/ payment will be on monthly basis upon prompt submission of GST invoices timely and with all the necessary supporting documents, bills/vouchers. Delayed invoices and the invoices submitted without necessary supporting documents shall not be considered and be returned back to the contractor.
- 7.3 No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 7.4 The Logbook is to be maintained by the contractor for the payment of the services provided and to be certified on daily basis. The work done certificate should be certified by Project-In-charge/ Logbook shall be certified by DCIL Representatives or the Person nominated by Project-In-Charge.
- 7.5 Payment shall be made within 45 (forty-five) days from the date of submission of an invoice/claim by the Contractor complete in all respects, and free from defect/dispute. For Bills/Invoices which are incomplete/ defective/ disputed or in respect of which any clarification is sought by DCIL, the above period will be reckoned only after rectification/sorting out of the defects /dispute /furnishing clarification by the Contractor to the satisfaction of DCIL. DCIL will not be liable for delayed payments, if any, for any reasons whatsoever.
- 7.6 Payment shall be made through RTGS / NEFT from Head Office, Visakhapatnam to the bank account, as provided by the bidder in the tender. However, no interest will be paid for any delay in releasing of

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payment. DCIL will not be responsible for non-receipt of payment due to incorrect bank account details provided by the tenderer in tender. The payment will be made after deduction of SD, Recoveries/ Disallowances, IT, LD, penalties/ fine/interest (as applicable) and Service provider shall not have any objection on the same. Contractor shall collect all requisite details viz., bill wise admissible bill value, deductions, SD etc from the Finance Dept, Eastern Regional Office, Kolkata on monthly basis. On receipt of payment, any further details shall be obtained by the Contractor from Finance Dept within one week from the date of receipt of payment.

- 7.7 GST will be reimbursed only when the service comes under GST purview. GST will be paid / reimbursed as per the rates applicable to that particular service, subject to actual payment made by the party to the Government. GSTR1 for each bill should be filed on a monthly basis and when the same will appear in our GSTR2A portal, payment against the invoice shall be released.
- 7.8 Monthly bills to be submitted to DCIL in duplicate (Original + Copy) on or before 7th of every month along with all supporting documents logbook/ Work done in original duly certified by Project-In-Charge or DCIL Representatives/ Person nominated by Project-In-Charge and one copy of Provident Fund Challans and Wage slip of Crew/ Workman without fail, after paying the wages and all the statutory payments. Submission of Invoices should not be delayed for more than one month for the purpose of payment by DCIL. Invoices cannot be processed on the photocopy of the documents.
- 7.9 The payments are to be made on actual execution of the work, i.e. if the Vessel is not available for operational use, the payment will be restricted to on pro-rata basis of daily retention charges. In case the performance of the contractor is not up to the mark, Project-In-Charge is having full authority to restrict the payment proportionately/pro-rata basis. If performance does not improve even after intimation by DCIL to do so, the Project-in-Charge shall have the authority to decide whether to release part payment or to withhold payment until the performance improves to his satisfaction. In this matter, the decision of the Project-In-Charge shall be final and binding on the contractor.
- 7.10 Payment will be released after deductions of SD, Recoveries/ Disallowances, IT, penalties/ fine/interest (as applicable) and Service provider shall not have any objection on the same.
- 7.11 In case of excess payment noted during reconciliation by DCIL, at any time during the period, such payments/ dues shall be recovered from the contractor bills / invoices in hand or other contracts of the Contractor with Corporation, OR same shall be paid by the contractor to the DCIL on demand as debt due to the DCIL.

8. Prices:

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

9. Contract Agreement:

Within 07 (seven) days from the date of issue of Letter of Acceptance, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.100/- stamp paper to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract Agreement" here in before, shall collectively be the Contract. Failure of the successful Bidder to execute contract agreement shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

9.1 Interpretation of Contract Document

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

9.2 Contract Amendments

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

10. Mobilization period:

- 10.1 On issuance of the 'Letter of Acceptance' (LOA) and subject to the Contractor having complied with the relevant terms and conditions of the Letter of Acceptance within the timelines stipulated therein, the Tender Authority shall issue a formal notification issuing/ granting the award of the Work in favour of the Contractor (the "Award"). Within 30 (Thirty) days from the date of "Letter of Acceptance" (LOA), the offered Vessel is to be mobilized at Haldia and commence operations in accordance with the

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Tender Documents.

- 10.2 However, due to any circumstances the Vessel for which specifications are submitted along with the Tender are not supplied/ not meeting the speed criteria upon its deployment, a suitable substitute Vessel of higher/ same specifications and capacity shall be supplied at no additional cost. No mobilization and de-mobilization shall be paid for supply of substitute Vessel. However, the acceptance of Substitute Vessel is subject to technical suitability of the Vessel for the tender work.
- 10.3 In case Tender Authority required additional Vessel pursuant to SCC Cl. 1. (R), same mobilization period of 30 (Thirty) shall be considered for the additional Vessel also, the days will be reckoned from the date of written intimation to the Contractor from DCI.
- 10.4 In the event that the bidder proposes to built and supply a new Steel Hull Mechanized Vessel, the bidder may, as an interim arrangement, offer an alternative vessel that meets all the technical specifications of the tender, without any restriction on the age of the vessel, to fulfill the operational requirements of DCIL. This arrangement shall be permitted on the condition that the initially offered vessel will be replaced with a new vessel conforming fully to the tender specifications within a period of twelve (12) months from the date of issuance of the work order, failing which the Performance Security shall be forfeited.

However, if the construction of the new vessel is found to be at an advanced stage, DCIL may, at its sole discretion, grant an extension for delivery for a maximum period of ninety (90) days, subject to the imposition of penalties at the rate of 0.25% of the Performance Guarantee amount for each day of delay. During this extension period, the Performance Security shall not be forfeited. If the contractor fails to supply the new vessel within the extended period, DCIL reserves the right to take penal action against the contractor. Such action may include, but shall not be limited to, termination of the contract, forfeiture of all dues including the Earnest Money Deposit (EMD), Performance Security, and Security Deposit, and banning of the firm along with all its partners, in accordance with applicable laws. DCIL may also initiate appropriate legal proceedings to claim damages from the bidder.

- 10.5 No mobilization and de-mobilization charges shall be payable to the contractor under any circumstances, this includes, but is not limited to, charges related to the original, substitute, or additional Vessel (s). All such costs shall be deemed to be included in the Contractor's quoted rate.
- 10.6 Liquidated damages (LD) shall be applicable for any delay in mobilization as per the provisions of GCC Clause-13. However, the Competent Authority/ Engineer of the contract may grant an extension of the mobilization period if they are satisfied that the delay was caused by reasons beyond the control of the Contractor. It is expressly clarified that this provision (LD) shall not apply to delays covered under Clause 10.4 of the GCC.
- 10.7 Demobilization Period: Demobilization is to be completed within 15 (Fifteen) days of completion of the tender period. The Vessel brought to the site by the contractor shall not be demobilize until the satisfactory completion of the work and shall only be demobilized/ removed from the site with the written permission of the Tender Authority.

Note: Mobilization/ Demobilization of the Vessel will be at Haldia.

11. Force Majeure

- 11.1 Notwithstanding the provisions of GCC Clauses 12 and 13, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. In case of Force majeure, extension of time shall be granted for the approved Force Majeure" period.
- 11.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and the Tender Authority and not involving the Contractor and the Tender Authority's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (ii) rebellion, terrorism, revolution, insurrection, military or usurped power or civil war; (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel and other employees of the Contractor and subcontractors; (iv) munitions of war, explosive materials, ionizing radiation or contamination by

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radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and (v) natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity.

However, Force Majeure should not be used by a Party to attempt to escape liability for bad performance. If there is delay in performance or other failures by the Contractor to perform its obligation under the Tender due to event of a Force Majeure, the Contractor shall not be held responsible for such delays/failures.

- 11.3 If a force majeure situation arises, the Contractor shall promptly notify the Tender Authority in writing of such conditions and the cause thereof within 21 (twenty-one) days of occurrence of such event with reasonable evidence thereof. The Contractor shall, upon given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Unless otherwise directed by the Tender Authority in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure Event. The Contractor shall give notice to the Tender Authority when it ceases to be affected by the Force Majeure Event.
- 11.4 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 Twenty-One (21) days from the beginning of such circumstances.
- 11.5 Notwithstanding anything contained herein, if the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, the Tender Authority shall have the right to terminate the Tender qua the Contractor without any financial repercussion.

12. Delays in the Bidder's Performance:

- 12.1 The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by DCIL.
- 12.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) encounters conditions impeding timely performance of Services, the Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 12.3 Except as provided under [GCC Clause 11](#), a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to [GCC Clause 13](#), unless an extension of time is agreed upon pursuant to [GCC Clause 11.1 & 11.2](#) without the application of liquidated damages.

13. Liquidated Damages (LD):

Liquidated damages (LD) @ 0.5% per week or part thereof, up to a maximum of 10% of the contract value, shall be levied on the Contractor by DCIL if the contractor fails

- a. to provide the services within 30 days from the date of placing of Letter of Acceptance (LoA),
- b. to provide additional Vessel pursuant to SCC Cl. No. 1.R,
- c. to providing a substitute Vessel with Similar or better specifications before withdrawing the offered Vessel for repairs.
- d. to provide the Vessel services continuously for 03 days at a stretch (effective only after mobilization and commencement of service).
- e. In any aforesaid event LD shall be effective from the first day of absence of Vessel/ Equipment (s). Once the LD reaches 10% of the contract value, DCIL shall terminate the Contract pursuant to GCC Clause 14,

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apart from invoking other rights and remedies as available to DCIL as per the contract.

Note: Liquidated Damages should not be interpreted as a Penalty and should not be subject for arbitration for this contract.

14. Termination for Default

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

- 14.1. If the Contractor fails to carry out any obligation under the Tender, the Engineer of the Contract may, by notice, require the Contractor to make good the failure and to remedy it within a specified reasonable time, as determined by the Engineer of the Contract. [Notice to Correct]
- 14.2. The Tender Authority shall be entitled to terminate the Tender if the Contractor:
- a) Fails to comply with the provision of Performance Guarantee or with a notice under Sub- Clause 14.1[Notice to Correct];
 - b) Without reasonable excuse fails to proceed with the Works on the Works Commencement Date,
 - c) If the Contractor fails to provide the service continuously for 3 days, a notice shall be issued to the Contractor for the immediate resumption of services. If the Contractor fails to provide the service for 15 continuous days after receiving the notice, it shall be deemed that the Contractor has abandoned the Works or willfully defaulted on the work, thereby demonstrating a clear intention not to continue performing their obligations under the Contract,
 - d) subcontracts the whole of the Works or assigns the Tender without the required agreement,
 - e) If the Contractor, in the judgment of DCIL, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - f) If the contractor becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against the Contractor, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under Applicable Laws) has a similar effect to any of these acts or events, or
 - g) Gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - i. For doing or forbearing to do any action in relation to the Contract, or
 - ii. For showing or forbearing to show favour or disfavour to any person in relation to the Tender.
 - iii. If any of the Contractor's personnel, agents or subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (g); provided however that lawful inducements and rewards to Contractor's personnel shall not entitle termination.
 - h) If a Force Majeure Event subsists for a period exceeding 180 (one hundred and eighty) days within a continuous period of 365 (three hundred and sixty-five) days.
- 14.3. In any of these events or circumstances, the Tender Authority may, upon giving further 7 (seven) days' notice to the Contractor, terminate the Tender vis-à-vis the Contractor and expel the Contractor from the Site.
- However, in the case of sub-paragraph (b) and (C) above, the Tender Authority may, by notice, terminate the Tender immediately.
- 14.4. The Tender Authority shall be entitled to terminate the Tender, at any time for the Tender Authority's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 7 (Seven) days after the later of the dates on which the Contractor receives this notice or the Tender Authority returns the Security Deposit (after making adjustments, if any). The Tender Authority's election to terminate the Tender shall not prejudice any other rights of the Tender Authority, under the Tender or otherwise.
- 14.5. Upon termination of the Tender under Clause 14.3 or 14.4 above, the Contractor shall: (i) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works; (ii) leave the Site and deliver any required Contractor's

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Equipment, all Contractor's Documents, and other design documents made by or for the Contractor to the Engineer.

However, the Contractor shall use its best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any sub-contract, and (ii) for the protection of life or property or for the safety of the Works.

- 14.6. After termination, the Tender Authority may complete the Works itself and/or arrange for any other entities to do so. The Tender Authority and/or these entities may use any Contractor's Equipment, Contractor's Documents and other design documents made on behalf of the Contractor for the purposes of completion of the Works.
- 14.7. After completion of the Works, the Tender Authority shall give notice that the Contractor's Equipment will be released to the Contractor at or near the Site. The Contractor shall promptly arrange the removal of such Contractor's Equipment, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Tender Authority, the Contractor's Equipment may be sold by the Tender Authority in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.
- 14.8. As soon as practicable after a notice of termination under Sub-Clause 14.3. or 14.4 has taken effect, the Engineer-In-Charge shall proceed to determine the value of the Works and any other sums due to the Contractor for work executed in accordance with the Tender.
- 14.9. After a notice of termination under Sub-Clause 14.3 or 14.4 has taken effect, the Tender Authority may:
- a) Withhold further payments to the Contractor until the Costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other Costs incurred by the Tender Authority, have been established, and/or
 - b) Recover from the Contractor any losses and damages incurred by the Tender Authority and any extra Costs of completing the Works, after allowing for any sum due to the Contractor under Clause 14.8 above. After recovering any such losses, damages and extra Costs, the Tender Authority shall pay any balance to the Contractor.

15. Termination for Insolvency

DCIL may at any time terminate the Contract by giving written notice of 07 days to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DCIL.

16. Termination for Convenience

The DCIL may, by written notice sent to the Contractor, terminate the Contract within 07 days from notice period, in whole or in part. The notice of termination will specify that termination is for the DCIL's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

17. Temporary suspension:

In the event of local disturbances caused by local Unions/ Strike/ Cyclone/ pandemic condition/on emergency when vessel movement restricted as per Government order or early completion / temporary suspension/ closure of the project work due or breakdown of dredgers & various constrains, the contract shall be suspended temporarily by giving 24 Hours' notice to the Tenderers and 24 Hours' notice for commencement of the work. For which payment will not be paid.

18. Settlement of Disputes/Arbitration clause

In case of dispute between DCIL and the contractor for contract up to Rs.10 Crores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of CGM, 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

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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 strictly in accordance with the instructions of CGM.

If any dispute or difference arises between the DCIL and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters other than which are stated to be final and binding on the contractor, it 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.

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 re-enactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

The Sole Arbitrator is precluded from awarding any interest for the pre-reference period and pendent lite period. The Sole Arbitrator's fees, cost of stay arrangements and transportation shall be equally shared by the two parties. Other legal costs like hiring fees of advocates, appearance fees, professional fees for pleadings, drafting, arguments, etc. will be borne by the respective parties. The parties will enter into an agreement to this effect after a dispute, which either party wants to refer to arbitration, has arisen and before referring the dispute to arbitration.

Representing matters to Independent External Monitors in case of Tenders/ Contracts which are of Rs. 1 CRORE and above value: Signatories to the Integrity Pact with regard to a Tender/Contract can represent a matter with regard to the Tender/Contract to the Independent External Monitors (IEMs) under the Integrity Pact Provisions. Persons signing the Integrity Pact shall not approach for Negotiation/Conciliation/Arbitration/Adjudication while representing matters to the IEMs and he/she will await their decision in the matter."

The names and Contact Addresses of the Two Learned Independent External Monitors are mentioned below: -

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

19. 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.

20. Compliance with Statutory Requirements:

The Contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Employees Compensation Act, Contract Labor

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(Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Minimum Wages Act, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep DCIL indemnified in case any proceedings are taken or commenced by any authority against DCIL for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, DCIL is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, DCIL shall be entitled to deduct the same from any monies due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which DCIL is required or called upon to pay or reimburse on behalf of the Contractor.

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

- i) Contract Labour (Regulation and Abolition Act), 1970.
- ii) India Contract Act, 1872.
- iii) Major Port Trust Act, 1963.
- iv) Workmen's Compensation Act, 1923.
- v) Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
- vi) Industrial Dispute Act, 1947.
- vii) Indian Arbitration and conciliation Act, 1996.
- viii) Payment of Gratuity Act, 1972.
- ix) Equal Remuneration Act, 1976.
- x) Employees Provident Fund and Misc. Provisions Act, 1952.
- xi) Minimum Wages Act, 1948.
- xii) Dock workers Act, 1948
- xiii) ESI Act, 1948 and
- xiv) Laws applicable to women, wherever applicable and any other relevant statutes, together with the amendments, thereon. The contractor shall maintain various registers as required under the statutes and produce to the officer of the Corporation nominated for the purpose, every month/as and when required for verification. No child labour should be engaged.

The successful bidder shall be deemed to indemnify and keep indemnified the DCIL & Tender Authority from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to above.

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

21. Taxes and Duties

The contractor shall pay all taxes including, levies, duties, etc. which he may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of bid in respect of or in accordance with the execution of contract and DCIL will in no way be liable in this regard.

The prices quoted shall include all statutory levies but excluding Goods and Service Tax ("GST"). GST should be indicated separately in the relevant column of BOQ. The summation of all item-wise total prices (excluding GST) (i.e., Grand total as mentioned in BOQ) would be the basis of evaluation.

Each of the Bidders agree that upon a Bidder being declared as the Contractor, such Contractor shall comply with all Applicable Laws pertaining to GST (as amended from time to time) including but not limited to Central Goods and Services Tax Act, 2017; West Bengal Goods and Services Tax Act, 2017; Integrated Goods & Services Tax, 2017 and all rules, rules, regulations, procedures, circulars & instructions notified there under and/ by the Ministry of Finance, Government of India and Ministry of Finance, Government of West Bengal/Other States in

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India (collectively "GST Laws"), and to ensure that such compliance is done within the time prescribed under such GST Laws. The Contractor should ensure accurate transaction details, as required by GST Laws, are timely uploaded in Goods and Service Tax Network ("GSTN"). In case there is any mismatch between the details so uploaded in GSTN by the Bidder and details available with the Tender Authority, then payments to the Contractor to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time the Tender Authority is of the reasonable opinion that accurate tax amount is finally reflected in the GSTN to the Tender Authority's Account and is finally available to the Tender Authority in terms of GST Laws and that the credit of GST so taken by the Tender Authority is not required to be reversed at a later date along with applicable interest.

The Bidder's right to re-imburement of GST is subject to all the GST compliances by the Bidder under the GST laws including but not limited to issuance of valid GST invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.

The Bidder shall indemnify the Tender Authority from and against all liabilities, costs, charges, expenses, penalties, suffered or incurred, including any reasonable attorney fees incurred by Tender Authority, arising out of or as a result of non-compliance with GST Laws by the Bidder. Any loss of input tax credit to the Tender Authority for the fault of the Bidder shall be recovered by the Tender Authority by way of adjustments in the consideration payable under future invoices.

If it is eventually discovered that if at any point of time during submission of Bids or immediately prior to that, the Contractor was labelled as a blacklisted dealer as per GSTN rating system and/or GST registration of the Contractor was cancelled/suspended, the Work Order to the Contractor shall be revoked by the Tender Authority, without prejudice to its rights and contentions under Applicable Laws and the Tender Documents.

If any new taxes and duties, increase in existing taxes and duties are imposed by the Central / State government and is applicable to the Tender, the Tender Authority shall be liable only towards 50% (fifty percent) of the increased amount in taxes.

Illustration: If Taxes now determined are INR 100.00 and 1(one) year here from, if the Taxes are determined to be INR 110.00 because of change in laws, the Tender Authority shall have the maximum liability up to INR 5.00 only.

In case any change in GST Law after the scheduled last date of submission of tender results in any additional benefit of input tax credit and/or any savings in the hands of the Bidder vis-à-vis what was available prior to scheduled last date of submission of the tender, the benefit/ savings in this account shall have to be passed on to the Tender Authority by the Bidder in full. The Bidder shall also be obliged to submit details of such savings /benefits duly certified by their Statutory Auditors periodically as required by the Tender Authority.

22. Income Tax Deduction:

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

The Contractor shall be required to submit Tax Invoice complying with the requirement of GST Law, time being in force along with all relevant details and workings as per advice of the Engineer of the Contract. If required by Tender Authority, the Contractor would be obliged to submit documentary evidence of remittance of GST and other taxes claimed through the Invoice, to Govt.

Tax Deduction at Source (TDS) as per law in force in India (both on account of Income Tax and GST), shall be made by Tender Authority from the payment released to the Contractor.

The Contractor (and in case of Consortium Bidder, the Lead Member) shall submit a certificate from a practicing-chartered accountant or firm of chartered accountants in India, which shall certify the rate of taxes required to be deducted by the Tender Authority as Tax Deducted at Source (TDS) under the Applicable Laws including The Income Tax Act, 1961, Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, West Bengal Goods and Services Tax Act, 2017 in connection with payments to be made by the Tender Authority to the Contractor. The Contractor shall indemnify, keep indemnified and hold harmless the

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Tender Authority from and against losses, costs or expenses (including reasonable attorneys' fees) arising out of any claims made by the Income Tax Department, Government of India in connection with the Tender Authority's reliance on the Withholding Tax Certificate.

23. Breach of Contract:

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

DCIL also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer. Further, the firm/ contractor 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.

24. Information about Employment of Relatives:

The Bidder shall enclose a certificate in the prescribed format ([Annexure-V](#)) that "he is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Ports Shipping and Waterways, Government of India". The Bidder shall also furnish a declaration along with his bid enclosing the names of the relatives who are employed in DCIL.

25. Undertaking that bidder has not indulged in corruption:

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

26. Information about Litigation:

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

27. Vendor registration form:

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

28. 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 DCIL 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 by DCIL as well as GeM portal. Hence Bidders are requested to indicate their valid corporate e-mail- id and mobile no. of authorized representative for communications through e- mails. Email Id's of successful bidder (contractor) will be continued to serve the purpose till completion of contract with fulfilment of contract obligations.

29. Debarring or Black listing:

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

30. Notice to Contractor:

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

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such posting or dispatch or date of e-mail.

31. 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.

32. Limitation of Liability

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

33. 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.

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

35. Backing Out undertaking

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

36. Integrity Pact:

36.1. The Integrity Pact has been included to this subject Tender and to be submitted duly signed & stamped on all pages, on Rs.100/- non-judicial stamp paper in 02 (two) original sets as per the Annexure-XI. This Integrity Pact will form part of the Tender Document. Stamp paper shall not be more than six months old from the date of issue of tender.

36.2. And the original document must be submitted to this office by speed post or by hand so as to reach this office on or before or by the time of opening of Technical bid.

36.3. The Bidder shall not change the contents of the Integrity Pact. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

36.4. "REPRESENTING MATTERS TO INDEPENDENT EXTERNAL MONITORS: In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, the management and the contractor may try to settle dispute through mediation before the panel of IEMs in a time bound manner. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, further action shall be taken for dispute resolution as per the terms & conditions of the contract."

36.5. Previous Transgression: The Bidder shall declare that no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any Public Sector Undertakings / Enterprises in India that could justify his exclusion from the tender process. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

36.6. However, Dredging Corporation of India Limited reserves the right to change the Independent External Monitor (IEM) at any stage during contract period, which will be intimated to the bidders accordingly.

37. Backing out from contract:

In case of backing out from the contract for any reasons, which includes extension period, the entire Performance Guarantee including converted EMD amount, Security deposit, etc. will be forfeited.

38. Fore-closure of the contract:

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If at any time after award of the contract, DCIL for any reason whatsoever does not require the whole or any part of the work to be carried out; DCIL shall give 07 calendar days' notice in writing (email/letter/any other written mode) to that effect to the contractor. The contractor shall not have any claim for compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such work. The contractor shall be paid at contract rate for the works executed charges in actual.

39. Removal of Equipment:

No equipment consigned for the Work(s) shall be removed from the Site without approval from the Engineer which shall not be unreasonably withheld.

40. Office and Liaison Officer:

The Contractor shall establish an office at Kolkata/Haldia with telephone, Fax and e-mail facilities.

A Liaison Officer should be deployed by the Contractor for interacting /communicating with the Tender Authority, the vessels and other concerned officials at Kolkata/ Haldia. Such liaison officer shall have Mobile Phone with residential telephone facility. He should be a person having experience in the field of similar works. The contractor/ his competent and authorized agent/ representative shall constantly be at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform the engineer or his Representative in writing about such representative / agent of him at site.

The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons who is capable of and has experience in executing the work and the Engineer shall be at liberty to direct the contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

41. Salvage of Plant, Equipment, Vessel, Craft etc.,

The Contractor shall forthwith and with due dispatch raise and remove any plant floating or otherwise or any Vessel or vessel or craft or equipment belonging to them or to any sub-contractor employed by them which may sink in the course of the execution of works within the limits of site or elsewhere within the docks or in Hooghly river within port limits and until the same shall be raised and removed, the Contractor shall set all such buoys and display at night such lights and do all such things for safety of navigation as may be required by the Tender Authority. In the event of the Contractor not carrying out the obligations imposed on it by this clause, the Tender Authority may, through some other agency, raise and remove such sunken plant, Vessel, vessel or craft and set buoy and light the same and the Contractor shall reimburse to the Tender Authority all costs in connection therewith, which the Tender Authority shall be at liberty to recover as debt due.

42. Articles of Value:

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest shall be placed under the care and authority of the Tender Authority. The Contractor shall take every precaution to prevent damage to any such article and shall immediately report to the Engineer-In-Charge or his representative in writing of such discovery and carry out, at the Tender Authority's expenses and Engineer-In-Charge's order as to their retrieval.

43. Compliance with Labour Legislations:

The Contractor shall comply with all Applicable Laws respecting employment and employment practices, terms and conditions of employment, and wages and hours, and should not engage in any unfair labour practice or unlawful employment practice. The contractor shall disburse monthly wages to the staff engaged for execution of the work on a regular basis. The contractor shall indemnify DCI against any proceedings, penalties, or liabilities arising out of non-compliance with applicable labour legislations and their amendments from time to time.

44. Conflict of Interest:

44.1. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process under this Tender, if:

- a) Where one Bidder is a related party of another Bidder (within the meaning of section 2(76) of the Companies Act, 2013)

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Provided however, that if the relationship between two Bidders as related parties, arises ONLY on account of common shareholding by the President of India/ Governor of any State/ All India Financial Institutions, Public Financial institutions, for the purposes of this Tender, it shall be so deemed that there is no conflict of interest between such Bidders.

- b) Where the significant beneficial ownership of two or more Bidders are vested in the same Person or same group of Persons.

Provided however, that in Consortium Bidders, group entities of a Group of companies can participate as members of the same Consortium Bidder;

- c) A Bidder (or its Affiliates) receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder (or its Affiliates) or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder (or its Affiliates).

In cases of Consortium Bidders, such conflict of interest shall be evaluated between the members of one Consortium Bidder and the members of another Consortium Bidder or any other Bidder. If any member of one Consortium Bidder is found to have conflict of interest with a member of another Consortium Bidder or any other Bidder, then it shall be so construed as if the two Consortium Bidders or Bidders have conflict of interest.

44.2. A Bidder (including Consortium Bidder) shall be liable to be disqualified, if any regular legal, financial or technical adviser/ consultant of the Tender Authority in relation to the Tender is engaged by such Bidder (or any of its Affiliates and where there is a Consortium Bidders, by any member of the Consortium Bidder)) in any manner for matters related to or incidental to the Tender or the bidding process under this Tender. For the avoidance of doubt, this disqualification shall not apply where such regular legal, financial or technical adviser/ consultant of the Tender Authority was engaged by the Bidder (or any of its Affiliates) during the period preceding at least 1 (one) year from the date of issuance of the Tender Document and/or in connection with other projects/ assignments and for different nature of services.

44.3. The Contractor (whether a Consortium Bidder or not, and in cases of Consortium Bidders, each member of the Consortium Bidder) shall not appoint any regular legal, financial or technical adviser/ consultant of the Tender Authority during the period of the Tender and also during the 3 (three) year period following the expiration of the Tender Period or termination of the Award of Tender in favour of the Contractor, whichever is earlier.

44.4. In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium Bidder/ Bidder of its responsibility and appropriate action shall be initiated in terms of the provisions of this Tender Document, including but not limited to suspension, debarment, blacklisting, etc.

44.5. The Bidder(s) shall have valid documents as listed in various clauses of this tender document and submit the same in the manner as stipulated.

44.6. Bidders who participate in current tender are deemed to have accepted the following Annexure as compliance to Clause "Conflict of Interest":

Common IP Addresses: Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s)/ Seller(s). The received bids having matching/ common IP address with either Bidder(s)/ Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

45. Technical Specification of the Vessel: Specified at Clause 3 of the ITB.

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SECTION-IV

SPECIAL TERMS AND CONDITIONS OF CONTRACT

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

1. SCOPE OF WORK:

- A. The Dredging Corporation of India Limited (DCIL) is carrying out a maintenance dredging contract in the navigational channel of the Haldia Dock Complex using trailer suction hopper dredgers. In this connection, DCIL intends to hire a steel-hull, twin-screw mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary. The Vessel will provide shore support services to DCI dredgers throughout the year. The services of the Vessel will include transporting men and materials from shore to dredgers and back, as well as other project works as instructed by the Project-in-Charge. The Vessel should be available 24 hours a day, with average running hours expected to be 3 to 6 hours in a 24-hour period.
- B. The Vessel will primarily be deployed in the Hooghly Estuary, in the Haldia channel, to operate in all weather conditions. The Vessel is required mainly for making routine trips for transporting personnel and materials, such as DCI officials, dredger personnel with baggage, port officials, laundry clothes, dredger stores and spares, ship garbage, dredger provisions, various dredging equipment, lube barrels, and workshop personnel with materials, between the shore and dredgers and vice versa.
- C. The Vessel may also be used for carrying out diving works and other project-related works on an as-required basis at the discretion of the Project Manager or an official nominated by the Project Manager.
- D. The Vessel should be on standby at the designated jetty, anchorage, or shore site round the clock throughout the contract period. The placing and tie-up of the proposed Vessel is the full responsibility of the bidder, who shall obtain all necessary permissions and complete other formalities. No extra payment will be made by DCI for this purpose. Trips shall commence from the River Tug Jetty (Outer), Haldia Approach Jetty, or Silver Jetty, as required by DCI. No additional payment will be considered for travel from the tie-up location to the reporting location for trip commencement.
- E. The Vessel may be required to attend more than one dredger in a single trip at the dredging ground (i.e. Haldia Reach, Haldia Anchorage, Jellingham, Lower Jellingham Crossing, Eden Channel, or Auckland Channel, as required). After reaching the dredging ground and attending to the first inbound dredger, the Vessel may need to proceed to the outer limits of the channel for anchoring if other dredgers arrive late.
- F. Tying the Vessel to port buoys is strictly prohibited. The Vessel should have adequate anchoring facilities and maintain a VHF watch to communicate with inbound dredgers, facilitating anchor weighing and completion of assigned tasks. Instructions for trip schedules and dredgers to be covered in each trip will be provided by the project official nominated by the Project Manager. The starting and closing times of each trip should be recorded in a daily logbook and regularly communicated to the project office.
- G. The security and safety of the proposed Vessel is bidder's responsibility. All CISF and other security matters are to be looked after by the bidder. Under no circumstances will DCI be held responsible.
- H. The tenderer shall be deemed to have inspected the site and acquainted himself with the scope of work, sea and weather conditions in all seasons of a year and other local conditions affecting the supply of Vessel before submission of tender. Claims made on account of any variation in conditions and insufficiency of the above data shall not be entertained. The Vessel will be used continuously at Haldia, and payment shall be made on monthly basis on submission of bill duly certified by the Project Manager or any other authorized representative.
- I. The Contractor will be responsible for keeping the Vessel in seaworthy condition at all times and maintain all valid certificates throughout the contract period to perform the duties. The Engineer of the contract at its discretion, depending upon the requirement, may deploy the Vessel anywhere within the jurisdictions of the Port and the vessel should undertake any work that it is designed to and capable of.
- J. The Contractor shall be responsible for ensuring uninterrupted supply and deployment of the Vessel for routine services and any other project-related works as assigned by the Project-in-Charge or any other authorized representative of DCIL. In the event of any breakdown or non-operation of the Vessel after

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commencement of services, the Contractor shall immediately report the incident to the DCI Project Office within thirty (30) minutes of its occurrence and shall be fully accountable for timely reporting on all such occasions. Based on the nature of the breakdown (i.e. minor or major) and the time required for repair or rectification, a maximum of fifteen (15) days in a calendar year may be considered as permissible layoff or breakdown period for the purpose of calculating guaranteed availability. During this period, the Contractor shall provide an alternative Vessel available locally, subject to prior approval by DCIL. The Contractor shall maintain and deploy the Vessel in accordance with the Tender Specifications (ITB Cl. No. 3 & SCC Cl. No. 1), ensuring its availability and operational readiness for a minimum of three hundred and fifty (350) days per calendar year (Guaranteed Availability Period).

In addition to the layoff period, a total of 30 days will be allowed over the contract period including extension period if any, for dry-docking and special survey repairs to ensure the vessel maintains its Certificate of Class. Breakdown and dry-docking allowances are separate and non-cumulative.

Exemption from penalties or non-payment during any layoff or breakdown or dry-docking and special survey repairs period shall be granted only if such an approved alternative Vessel is provided; in the absence of such an approved alternative Vessel, the layoff or breakdown or dry-docking period shall be treated as a deficit in availability, and applicable penalties shall be imposed in accordance with Clause 8(II).

Arrangement for alternate Vessel during the period of 15 days in a year in case of breakdown/ layoff and a total 30 days period during entire contract period in case of drydocking and special survey repairs, the contractor shall arrange for a suitable steel hull mechanized Vessel at Haldia: Registered under I.V Act available locally, equipped with Communication and Navigation Equipment's as per requirement of Statutory Authority, Life Saving and Fire Fighting Apparatus as per requirement of Statutory Authority, valid survey certificate issued from Inland Water Transport Directorate, West Bengal, valid insurance certificate (as per contract clause).

No Mob & De-Mob is applicable for this arrangement.

However, the arranged alternative Vessel shall be subject to acceptance by the Engineer of the contract.

Charges for alternate Vessel during 15 days period in a year in case of breakdown/ layoff and a total 30 days during entire contract period in case of dry-docking and special survey repairs will be paid as mentioned below:

- i) The Daily Hire charges will be 50% of the Daily Hire Charges quoted by successful L-1 bidder in the price bid (BOQ). Daily Hire Charges to be paid for 24 hours in a day or part thereof on pro-rata basis.
- ii) Hourly Running charges will be 50% of the Hourly Running Charges quoted by successful L-1 bidder in the price bid (BOQ). Hourly Running Charges to be paid per hour or part thereof on pro-rata basis.
- iii) These rates shall be applicable uniformly during the initial contract period and any extended period also.

In case the Tenderer fails to supply alternate Vessel/substitute Vessel, the Tender Authority without prejudice to rights and other remedies available under the contract reserve the right to get the Vessel supplied through other Agencies at the risk and cost of the contractor and deduct the sum from the contractor from his bills or from any amounts due to the contractor. In the event of any dispute arising in these regards, the decision of Chief General Manager (CGM), Dredging Corporation of India Limited shall be final and binding on both the parties.

- K. Upon opening of technical bids, at the instruction of the Tender Authority, the tenderers, at their own cost, shall arrange for inspection and trials of the Vessel (s) offered in the tender to the representative of DCIL within 7 (seven) days of such instruction and produce all certificates, such as Vessel registration certificate, class certificate, plying license (if any), insurance, competency certificates of Vessel crew, and ownership documents of the Vessel, etc. The Tender Authority reserves the right to inspect the Vessel (s) and seek any other details/ documents to ascertain the competence of the tenderer. The suitability of the Vessel as per tender conditions will be decided by the Committee appointed to inspect the Vessel. Based on the Committee's report, if the Vessel does not meet the desired requirements for the intended work as per tender conditions, the bidder will be technically disqualified, and their offer will be rejected. If any modifications/ alterations are required, the contractor will have to carry out such repair and modification works accordingly at their own cost before acceptance of the Vessel. In case of minor shortfalls in statutory/operational requirements, the Tendering Authority reserves the right to accept undertakings with conditions of post-award compliance, provided the vessel is found technically suitable during inspection.
- L. The Engineer of the Contract reserves the right to inspect the deployed Vessel at any time during the tenure

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of the contract, as deemed necessary. If, upon such inspection, any repairs and/or modifications are found to be necessary for the Vessel to meet the performance and operational requirements stipulated in the tender, the contractor shall, upon receiving written instructions from the Engineer, promptly carry out such repairs and/or modifications at their own cost and without any claim for additional compensation.

- M. The Vessel shall be required to be manned, maintained, and made available for operation on a 24 Hours basis and shall be required to report for operation at ½ (half) hours' notice. All transportation costs towards men and all materials, including fuel, lubricants, stores, Port dues (if any) etc., will be the responsibility of the contractor.
- N. In the event that the Contractor provides a Vessel taken on hire or lease and its operation is discontinued due to any dispute with the Owner, the Contractor shall forthwith make suitable alternative arrangements to prevent any disruption of work and shall be liable for all costs and expenses incurred in connection therewith. The Contractor shall replace the Vessel with a suitable one of equal or higher specification and capacity at no additional cost.
- O. The Contractor shall be solely responsible for keeping the Vessel in seaworthy condition at all times and maintaining all valid certificates and insurances throughout the contract period. All operational costs, including stores, spares, lubricants, freshwater, berthing charges, fuel, port charges, crew wages, allowances, provident fund, victualling, insurance, dry docking, repairs, and statutory surveys, shall be borne by the Contractor.
- P. The successful tenderer shall mobilize the Vessel and commence work within 30 (Thirty) days from the date of issue of the "Letter of Acceptance" (LOA).
- Q. The Vessel must hold valid Survey and Class Certificates from the day of commencement of the service until completion of the contract, including any extension period. The successful bidder shall ensure that all required insurance policies and other relevant statutory certificates of the Vessel are valid and in force prior to the commencement of work, in order to fulfill its contractual obligations in compliance with all applicable statutory requirements. The contractor shall be solely responsible for maintaining the validity and ensuring the timely renewal of all such certificates, approvals, and insurance documents throughout the contract period, including any extensions. Any non-compliance with statutory requirements, or any suppression of information related to the expiry, suspension, or withdrawal of Class or statutory certificates, shall result in the blacklisting of the contractor and forfeiture of the Security Deposit including Performance security, without prejudice to any other rights available to DCIL under the contract.
- R. Upon receipt of a requirement, the Tenderer shall provide one additional Vessel within 30 days from the date of DCI's written notice or communication, fully compliant with the Specification of steel hull Vessel as outlined in Clause No.3 of the ITB. The provision of this additional Vessel shall be at the same rates, terms, and conditions as stipulated in this contract. No additional payments shall be made beyond the rates quoted by the L-1 bidder as specified in the Bill of Quantities (BOQ) of this tender.

Other Work Requirements:

- S. The Vessel should be manned by experienced crew members for making routine trips to DCI Dredgers, for transportation of men and materials, from shore to Dredgers and vice versa within the jurisdiction of Haldia Dock Complex, SMPK. Manning in the Vessel has to be provided as per rule (M.S. Act or RSV Type or IV Act) requirement for the designated operations. The Contractor shall maintain an adequate number of crew members on their payroll to accommodate leaves and exigencies. The Contractor shall deploy a liaison officer to facilitate communication between DCIL, the Vessel, and local authorities.
- T. The crew must hold valid certificates of competency as applicable. The Contractor shall submit attested copies of such certificates to DCIL. The contractor shall inform the appropriate authority at Haldia Dock Complex, SMPK, regarding the operation of the Vessel, including details of the personnel to be deployed by him. The Contractor shall arrange for dock entry passes, gate passes, RFID cards, and other necessary documentation at his own expense. Additionally, the Contractor will be fully responsible for arranging and securing a standby location for the Vessel, including tie-up arrangements.
- U. In the event of holidays and outside regular working hours, services shall be provided based on telephonic intimation to the contractor or their authorized representative.

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2. Commencement of Work:

Upon issuance of the Letter of Acceptance (LOA), and subject to the Contractor's compliance with its terms and conditions within the stipulated timelines, the Tender Authority will issue a formal award notification. The Contractor must mobilize the Vessel at Haldia and commence operations within 30 days from the LOA date, as per the Tender terms and conditions.

3. Contract Period:

- 3.1. Initially the contract period is for 03 (Three) years from the date of actual commencement of work and extendable by another one year at the discretion of DCIL.
- 3.2. Before expiry of the contract, the tenderer shall be informed by written notice to extend the contract for further period as per discretion of DCI with same rates, terms and conditions. DCIL reserves right regarding giving extension, deciding period of extension, curtailment of the contract period and DCIL's decision in the matter will be final binding on the contractor and will not subject to the arbitration. Contractor has to execute the work as per rates quoted in schedule of rates/ Negotiated Rates and as per Contract Conditions laid down in Tender document during the initial contract period and extended/ curtailed period.
- 3.3. In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 7 days' notice of termination. Upon termination the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, the Contract shall be terminated by giving 7 (seven) days' notice by DCI, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms and conditions of the contract, or if the tenderer abandons the work or breaches the contract, without prejudice to its rights and remedies.

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

Aligned with Clause 14 of the GCC – Termination for Default. If the contractor abandons the contract or fails to commence the work without valid reasons or is unable to perform the designated duties (up to the satisfaction of the Tender Authority) progress as per the agreed program, in accordance with Clause 14 of the GCC, the Engineer of the Contract may issue a written Notice to Correct, requiring the Contractor to remedy the failure within a specified reasonable time, as determined by the Engineer 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 DCIL, apart from forfeiture of Performance security and Security deposit, the balance work shall be carried out at the risk and cost of the contractor. In this regard the total expenditure incurred in excess to the contract rates will be deducted from the bills/ balance amounts due to the contractor. If the total expenditure is more than the bills/ balance amounts due to the contractor, then after adjustment from the bills/balance amounts due, the remaining is to be borne by the contractor and will be recovered from the contractor any amounts payable to the contractor from DCIL and/or as debt due. This Clause shall be read in conjunction with Clause 14 (Termination for Default) of the GCC. In case of any inconsistency, the provisions of GCC Clause 14 shall prevail.

5. Guaranteed Availability:

- 5.1. The Contractor guarantees the availability of the contractual Vessel, meeting tender specifications, for at least 350 days in a year, in fully operational condition. The guarantee availability of the vessel will be calculated at the end of every contract year. If the vessel's availability falls below the guaranteed level, the following penalties will be applied and deducted from the last bill of every contract year,
 1. No daily hire charge will be paid for the deficit period.
 2. A penalty as per SCC Clause No. 8 (II).
- 5.2. A maximum of 15 days in a year will be considered as breakdown/ layoff period to maintain the guaranteed availability period of 350 days. Planned layoff periods are subject to prior approval from the Engineer of the contract. Breakdown or layoff days, even if not consumed in a particular year, cannot be carried forward to subsequent years. During the breakdown/ layoff period, the contractor must provide an alternate Vessel to ensure uninterrupted routine service in accordance with Clause no. SCC Cl. 1 (J), failing which Recovery & penalty will be applicable in accordance with Clause no. SCC Cl. 8 (II).

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- 5.3. In addition to the layoff period, a total of 30 days will be allowed over the contract period including extension period if any, for dry-docking and special survey repairs. This is to ensure the vessel maintains its Certificate of Class. Before withdrawing the offered Vessel for repairs, the Contractor must provide an alternative Vessel in accordance with Clause no. SCC Cl. 1 (J).
- 5.4. The Contractor shall maintain and deploy the Vessel in accordance with the Tender Specifications (Clause-3 of the ITB), ensuring its availability and operational readiness for a minimum of three hundred and fifty (350) days per contract year (the "Guaranteed Availability Period"). In the event of any conflict with other provisions of the Contract, this Guaranteed Availability Period shall take precedence.
- 5.5. Layoff or dry-docking periods shall not be excluded from availability calculations unless an alternative Vessel, in accordance with Clause no. SCC Cl. 1 (J) and approved by DCI, is deployed and remains operational for the duration of such downtime.
- 5.6. Breakdown and dry-docking allowances are separate and non-cumulative. The Contractor is permitted a maximum of 15 days per contract year for breakdowns and a total of 30 days for dry-docking across the entire contract period, including any extended period. Unused days under either allowance cannot be transferred, combined, or carried forward.

6. Contractors' Price is Inclusive of All Costs:

The Bill of Quantities shall be inclusive of all operational costs, including but not limited to port dues for plying in port waters, buoy charges if any, jetty or anchor charges if any, labor charges, union charges, material handling charges (shifting materials from the Vessel to dredgers and vice versa), crew passes, insurance (aligned with Clause No-6 of the GCC), fuel, lubricants, spares, dry docking, repairs and maintenance, statutory surveys, watchkeeping, mobilization and demobilization charges, all consumable items for the Vessel, and statutory dues and levies; all these costs shall be borne by the contractor and must be taken into account while quoting the rates.

7. Equipment Quality

The Contractor shall ensure that during the Tender Period, the Equipment deployed at the Sites remains fully functional and operational round the clock, except for reasonable intervals required for maintenance, is free from material defects, is not prone to frequent breakdowns of any nature, remains open for inspection at any time by authorized representatives of the Tender Authority, and is operated by the Contractor's duly trained personnel.

8. Operation Mode & Charges:

The vessel shall be ready for operation for 24 hours.

- I. On Standby Mode: The vessel shall be deemed to be on standby if the vessel is made available to DCIL fully ready and fit for operation with sufficient crew, fuel and stores on board whereby the DCIL official can order the master to commence operation at half an hour's notice.
- A. Daily hire charge: These charges shall be paid for each day the Vessel is on standby mode described in Sl. No 8.I above. However, during the lay off period of the Vessel either for repair or for any other reasons attributable to the contractor, no charge will be payable. Daily hire charges to be paid for 24 Hours in a day or part thereof as per actual work done certified by DCIL.
- B. Hourly Running charges: This charge shall be payable only for the period the Vessel is actually in operation for DCIL requirements as directed by the Project Manager. The Contractor shall not claim this charge for machinery trials. Hourly running charges shall be paid per hour or part thereof based on actual work done, as certified by DCIL.

In Running Mode, Hourly Running Charges shall be payable only for the duration during which the Vessel is actually in operational use as directed by the Project-In-Charge of DCIL. These charges shall not be applicable for engine or machinery trials. Running hours will be computed from the time the Vessel departs the reporting point to the time it returns upon completion of its designated task. However, any period

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where the Vessel remains idle—such as being tied alongside a dredger, jetty, or berth with all engines shut down—shall be excluded from running time calculations.

The Hourly Running Charge quoted by the Bidder in the BOQ shall exclusively comprise the cost of fuel consumed for operating the machinery, calculated at the prevailing diesel rate at Haldia as on the scheduled last date for submission of tender.

The bidder will have to arrive Hourly Running Charge by the following formulae: -

Hourly Running Charge = (Average Fuel Consumption per Hour of the Vessel in Litre per Hour) x Price of Per Litre fuel (HSD) at Haldia as on the scheduled last date for submission of tender.

- ii. Contractor shall at any situation compulsorily guarantee availability of the deployed launch meeting tender specification at ITB Clause No. 3 for 350 days in one (01) contract year, in fully operational condition. If the availability of the launch calculated at the end of each contract year falls below the guaranteed level i.e. 350 days due to breakdown/ layoff/ renewal of certificates/ lack of fuel/ or any other reasons attributable to the contractor, the shortfall days from Guaranteed period of 350 days will be reckoned as “DEFICIT PERIOD”. DCIL will not pay the Daily Hire Charge (8.I.A) for the “DEFICIT PERIOD”. Further, a Sum equivalent to the 50% of the Daily Hire Charge under the contract will be imposed as penalty for each day or part thereof during the “DEFICIT PERIOD”. However, Engineer of the contract may waive of the penalty if he is satisfied that the reasons of the default were beyond the control of the contractor (e.g., force majeure events like natural disasters, port closures, or government-imposed restrictions).

Illustration towards calculation of penalty during Deficit Period considering the following situation:

At the end of a contract year, i.e., during the 12th month bill scrutiny, if it is found that deployed Vessel was available for 340 days during the respective contract year. Then,

- 1) No of days Vessel was available to DCI in fully operational condition =340 days.
- 2) Guaranteed Availability Period for the Vessel as per Tender=350 days.
- 3) Deficit Period = (Guaranteed Period–Actual Availability) = (350-340) days=10 days.

Recovery & Penalty:

- 4) Recovery towards Daily Hire Charges already paid in previous months = Daily Hire Charges X 10 days.
- 5) Penalty for Deficit Period= 50% X (Daily Hire Charges X 10 days).

Note: An exemption from Recovery & penalty shall only apply for 15 days in case of breakdown/ layoff, and/or 30 days in case of dry-docking, only if an alternate launch is provided in accordance with the Clause no. SCC 1 (J), and duly approved as per specifications. In such cases, these periods shall not be treated as deficit under Clause 8(II), provided that an alternate launch is arranged in accordance with the required specifications. Tending Authority shall be entitled for imposing Recovery & penalty, if:

- a) An alternate launch is not provided during breakdown or layoff periods and/or 30 days for dry-docking period, or
- b) The shortfall in availability exceeds the allowable 15 days for breakdown/ layoff and/or 30 days for dry-docking,

9. Price Variation:

The bidder shall be entitled for reimbursement on variation in fuel rates during the period of contract. The base price of fuel (HSD) which is Price of Per Litre fuel (HSD) at Haldia as on the scheduled last date of submission of the tender. The payment will be regulated along with the monthly bills supported by relevant fuel vouchers/ fuel invoices. Fuel consumption of 40 Liters/ hour or pro rata will be considered for the purpose of fuel escalation. No other price variation will be allowed for whatsoever reason during the currency of the contract including the extended period if any.

Fuel Escalation/De-escalation = $(P2 - P1) \times H \times 40$ litres per hour.

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P1 = Per Litre fuel Price at Haldia as on the scheduled last date of submission of the tender.

P2 = Per Litre Fuel price as per the Invoice from supply point during the month under consideration.

H = Operational Running hours as certified by PIC for the period under consideration.

All the Invoices with Fuel rate from Source/ issued by fuel supply point at Haldia for every fuel supply made to the Vessel during the month under consideration shall be submitted along with the monthly bill for the purpose of Fuel price variation calculation.

Fuel escalation/de-escalation charges shall be payable only for the actual running/ Operational hours of the Vessel as certified by Project in Charge (PIC) but not for the retention hours or standby hours.

Contractor is required to submit the claim on monthly basis in case there is an increase or decrease in fuel prices during the month under consideration.

10. Log Book:

The Vessel shall maintain deck and engine logbooks as per trade practice. Apart from this, the contractor, at their own cost, will print sufficient logbooks in the DCIL-approved format (Annexure XIII & XIV). The contractor shall maintain a proper logbook for the operations of the Vessel, which shall form the basis for payment. The log entries, with proper time for each trip and purpose of use, shall be signed/ attested by the users and/or the person authorized by the Project Manager, and the logbook shall be signed by the Master of the Vessel on a daily basis. The logbook shall be invariably enclosed with the monthly bills for payment. The Vessel shall intimate the start time from the jetty while starting each trip and the closing/end time of each trip every day without fail.

The logbook shall record all important particulars of the Vessel, including vessel movement, engine parameters, daily running hours, fuel consumed/ bunkered.

Furthermore, the starting and closing time of each trip, as well as any idle time alongside dredgers, jetties, berths, or any other location when all engines are completely stopped, shall be duly recorded in the daily logbook and regularly reported to the DCIL Project Office.

The monthly logbook/abstract shall be prepared, mentioning all the above-stated important parameters, duly signed by the In-Charge/Master and counter-signed by the Project Manager or their authorized representative. The abstract shall be submitted with the monthly bill; no payment will be released without it. Regular LSA & FFA drills shall be undertaken onboard and recorded. The daily logbooks shall be retained onboard and produced on demand by DCIL.

11. Dock entry pass (RFID card) and Gate entry pass:

The dock entry passes, gate passes, RFID cards, etc., for personnel, materials, consumables, oil, lubricants, etc., shall be arranged by the Contractor at their own cost, and DCIL shall not be responsible for any CISF or port-related issues. The arrangement for tie-up and standby of the Vessel, including the location, shall be the full responsibility of the Contractor.

12. Contractor is Responsible for safety of the Vessel including men and material:

The Contractor shall be solely responsible for all adequacy, stability, and safety of all site operations, even if prior approval has been obtained from the Engineer or their representative. DCIL shall not be responsible for any accidents involving the Vessel in the river, at the jetty, or on stream. DCIL shall also not be responsible for any issues related to fraud, mismanagement, CISF problems, Vessel placement, port issues, local union disputes, maintenance-related work, or any other similar matters. The Contractor shall be fully responsible for placing and securing the Vessel after completing its regular duties.

13. Illegal Activities:

The Contractor's deployed personnel shall not engage in any illegal, anti-national, or anti-social activities against DCIL. The Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or amongst their employees, and ensure the preservation of peace and protection of persons and property in the neighborhood of the work. The Vessel Crew shall behave and perform their duties in a decent manner without any quarrel, as the work site is a restricted area. If any crew member is found unsuitable, they shall be replaced immediately as directed by the Project Manager.

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14. Other conditions:

- a) Upon commencement of the work, the Engineer of the Contract reserves the right to conduct a speed trial of the deployed Vessel at Haldia on the Hooghly Estuary at any time during the contract tenure, if deemed necessary. The Contractor shall arrange this trial at their own cost, to the committee nominated by the Engineer of the Contract. If the vessel fails to achieve average cruising speed of 08 to 10 knots during the trial, the Contractor shall be allowed to rectify the defect within 30 days without any penalty.

However, if the average cruising speed remains below 08 to 10 knots even after 30 days rectification period, DCIL may, at its sole discretion, grant an extension for defect rectification for a maximum period of ninety (90) days, subject to the imposition of a penalty at the rate of 0.36% of the Performance Guarantee amount for each day of delay.

In case the contractor proposes to withdrawal the vessel for defect rectification/repair, a suitable substitute vessel of higher/similar specifications and capacity shall have to be deployed at no extra cost and withdrawal shall be permitted only after mobilization of the substitute vessel at Haldia, in accordance with Clause 10.2 of the GCC.

Failure to rectify defects or deploy a suitable substitute within the stipulated period shall entitle DCIL to take penal action, including termination of the contract, forfeiture of all dues including EMD, Performance Security, and Security Deposit, banning of the Contractor and its partners, and initiation of legal proceedings to claim damages. Grant of the extended rectification period and imposition of penalties shall be at the sole discretion of DCIL.

- b) The Contractor shall undertake strict measures for "Energy Conservation" at all times.
- c) The Contractor shall directly approach the Port or any other statutory authority to resolve Vessel -related issues for performing the tender work.
- d) All claims should be submitted with supporting documents like bills for fuel supply, PF challans, certified log sheets, etc. Email communications shall not be entertained. The rates quoted by the Contractor and accepted by the Tender Authority shall remain firm during the period of the contract and any extended period, and requests for rate enhancements will not be entertained at any stage.
- e) The Tenderer should submit their P.F. Account No. along with this tender or before commencement of work and pay the premium. Failing which, the Tender Authority shall recover an amount equal to 25.16% of the employee wages, comprising 12% towards worker's contribution, 12% towards employer's contribution, and 1.16% towards administrative charges, or as amended by the P.F. Authorities from time to time. The recovered amount will be directly deposited into the DCIL ECPF Trust, Visakhapatnam.
- f) All invoices should be submitted in duplicate (original and copy) along with all supporting documents to the Project Manager. All invoices complete in all respect, along with all relevant enclosures, should be submitted in the first week of the month for services carried out during the previous month.
- g) In matters of interpretation of terms and conditions, special conditions, etc. covered under various clauses of this contract, the decision of the Regional Project Manager, DCIL ERO Kolkata shall be final and binding on the Tenderer.
- h) The Tenderer shall ensure that wages of staff working under them are paid on time and their statutory dues, such as GST, PF and ESI, are updated regularly. Failing which, the contract is liable for termination without notice.
- i) The Contractor shall be liable for all kinds of pollution and the cost of cleanup/ prevention measures that occur due to the Contractor's or the Contractor's personnel's willful, wanton, intentional acts, omissions, or gross negligence that cause or allow the discharge, spills, or leaks of any pollutants from the Vessel under contract.
- j) Where a bidder is declared the L1 and mobilizes the initial vessel pursuant to Clause 10.4 of the GCC, all relevant provisions of the GCC and SCC that apply to the contractual vessel shall equally apply to the initial vessel.

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15. Variation of Quantity:

The quantities mentioned in the BOQ are approximate only for the 4-year contract period. However, they may increase or decrease depending on the operational requirements of the project. No claims or compensation of any kind will be entertained, and the Contractor shall execute the contract as per the agreed rates and terms and conditions.

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DREDGING CORPORATION OF INDIA LIMITED

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ANNEXURE-I

Date: _____

BID FORM

To
The Regional General Manager,
Dredging Corporation of India Limited,
Eastern Regional Office: Kolkata,
Flat No-B/3, CPT Quarter
Nimak Mohal Road, Kolkata-700043,
West Bengal.

Sir,

Sub: Tender for "Supply, Manning and Running of One Steel Hull Mechanized vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary"—Reg.

Ref: Tender No. DCI/ERO/HAL/OPS/RB/2026-27, Date: 02-04-2026

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 DCIL and complying with all other terms and conditions of the tender and Contract.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as specified in the bidding documents.

Dated this _____ day of _____ 2026.

Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
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ANNEXURE-II

FORM OF BANK GUARANTEE
(IN LIEU OF PERFORMANCE
GUARANTEE)

Bank Guarantee No.:

Date:

To
The Dredging Corporation of India Limited,
H.B Colony Main Road,
Seethammadhara,
Visakhapatnam-530 022.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPEMINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the "DCI") having agreed to exempt M/s _____ having its Registered Office at _____

_____ (herein after called the said "CONTRACTOR" from the demand under the terms and conditions of an Agreement / Contract / Work Order dated _____ made between DCI and Contractor for "Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary" (here in after called the said "Agreement"), of performance Security for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rupees_Only),

1. We here in after referred to as "the Bank" at the request of M/s _____ (Contractor) do here by undertake to pay to the DCI an amount not exceeding Rs. _____ (Rupees Only) against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of by said Contractor of any of the terms and conditions contained in the said Agreement.
2. We do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the DCI without reference to the Contractor 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)

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor or any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this bank guarantee being absolute and unequivocal. The payment so made by us under this bank guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

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

Dated _____ day of -2026

For

(Name of the bank with address)

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
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ANNEXURE-III

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee
No. Date:

To
Dredging Corporation of India Limited,
H.B Colony Main Road,
Seethammadhara,
Visakhapatnam-530
022

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

KNOW ALL MEN by these presents that we, (Bankers full address) (Hereinafter called "the Bank" are bound unto the Corporation for the sum of Rs..... (Rupees..... only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

- a) if a Bidder:
 - i. withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form, (or)
 - ii. does not accept the correction of errors pursuant to ITB Clause 31; (or)
- b) in the case of a successful Bidder, if the Bidder fails:
 - i. To accept the Letter of Acceptance (LOA)/ work order (or).
 - ii. To pay performance Guarantee within 07 (seven) days of receipt of LoA (or)
 - iii. To submit contract agreement duly signed and stamped in the prescribed formats within 07 (Seven) days from the date of issue of LoA (or).
 - iv. To mobilize & commence the work within 30 (Thirty) days from date of issue of LOA.
- c) Pursuant to ITB Clause No-45.

We undertake to pay to the Corporation up-to the above amount upon receipt of his first written demand, without the Corporation having to substantiate his demand, provided that in his demand the Corporation will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs..... /- (Rupeesonly) and will remain in force up to 120 days from the date of opening of Tender, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of.....2026.

For(Indicate Name of the Bank)

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-IV

FORM OF CONTRACT AGREEMENT

This agreement made on day of _____ between **M/s. Dredging Corporation of India Limited**, a body under the Companies Act, 1956, having its Head Office at Office at “ Dredge House” , H.B Colony Main Road, Seethammadhara, Visakhapatnam (here in after called “the EMPLOYER”, which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and _____(Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part, whereas the “Employer” is desirous to Hiring one Vessel with “Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary” and whereas the CONTRACTOR has deposited a sum of Rs. _____ as Performance Security in the form of RTGS/NEFT/BG for the due fulfillment of all the Conditions of the Contract:

Now this agreement witnesseth as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - The Contract Agreement.
 - The Tender submitted by the Contractor.
 - Instructions to Tenderer.
 - Conditions of Contract.
 - Specification for the Works.
 - Price Bid.
 - LoA and Work order.
 - Correspondence exchanged before the issue of work order by which the Conditions of Contract are amended, varied or modified in anyway by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the “Contract Price” of Rs. (Rupees _____) at the times and in the manner prescribed by the Contract.

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

SIGNED AND SEALED BY:

CONTRACTOR

EMPLOYER

Signature :

Signature :

Name :

Name :

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

Designation : Designation :

Seal : Seal :

In the presence of Witness

Signature : Signature :

Name & Address : Name & Address :

**DREDGING CORPORATION OF INDIA LIMITED
E-TENDER**

ANNEXURE-V

PROFORMA FOR EMPLOYMENT OF RELATIVES

Date:

To
The Regional General Manager,
Dredging Corporation of India Limited,
Eastern Regional Office: Kolkata,
Flat No-B/3, CPT Quarter
Nimak Mohal Road, Kolkata-700043,
West Bengal.

Sir,

Sub: Tender for “Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary”–Reg.

With reference to your Tender No. DCI/ERO/HAL/OPS/RB/2026-27, Date: 02-04-2026 and as per Cl.No. 24 of GCC, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd. Or any Officer of the rank of the Asst. Secretary or above in the Ministry of Ports Shipping and Waterways, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘OR’

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

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

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

**Strike out whichever is not applicable.*

Signature of Tenderer with Seal

**DREDGING CORPORATION OF INDIA LIMITED
E-TENDER**

PROFORMA FOR UNDERTAKING

ANNEXURE-VI

Date:

To
The Regional General Manager,
Dredging Corporation of India Limited,
Eastern Regional Office: Kolkata,
Flat No-B/3, CPT Quarter
Nimak Mohal Road, Kolkata-700043.
West Bengal,

Sir,

Sub: Tender for “Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary”–Reg.

With reference to your Tender No. DCI/ERO/HAL/OPS/RB/2026-27, Date: 02-04-2026 and as per Cl. No. 25 of GCC, we hereby undertake that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

And,

As per Cl. No. 25 of GCC, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-VII

PROFORMA FOR LITIGATION

Date:

To
The Regional General Manager,
Dredging Corporation of India Limited,
Eastern Regional Office: Kolkata,
Flat No-B/3, CPT Quarter
Nimak Mohal Road, Kolkata-700043.
West Bengal,

Sir,

Sub: Tender for "Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary"—Reg.

With reference to your Tender No. DCI/ERO/HAL/OPS/RB/2026-27, Date: 02-04-2026 and as per Cl.No. 26 of GCC, we hereby certified that, we do not have any current litigation with any party/firms.

‘OR’

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

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

*Strike out whichever is not applicable.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-VIII

VENDOR REGISTRATION FORM

FORM FOR VENDOR CODE CREATION/CHANGES IN ERP			
1.0 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 No.		GSTIN	
Type of Vendor	Registered / Unregistered / Composite Dealer <i>(Tick whichever is applicable)</i>		
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	

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-IX

BANK ACCOUNT DETAILS

To
The Regional General Manager
Dredging Corporation of India Limited,
Eastern Regional Office: Kolkata,
Flat No-B/3, CPT Quarter
Nimak Mohal Road, Kolkata-700043.
West Bengal,

Sir,

Sub: Tender for "Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary"—Reg.

With reference to your Tender No. DCI/ERO/HAL/OPS/RB/2026-27, Date: 02-04-2026 and as per Cl.No.13.1.11 of ITB, of Tender, we hereby furnish our Bank Account details for payment through E-transfer as follows:

1. Name of the Firm :
2. Name of bank :
3. Name of branch :
4. Account No. :
5. IFSC No. of the Bank :

Cancelled cheque enclosed

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

**DREDGING CORPORATION OF INDIA LIMITED
E-TENDER**

ANNEXURE-X

PROFORMA FOR BACKING OUT DECLARATION

To
The Regional General Manager,
Dredging Corporation of India Limited,
Eastern Regional Office: Kolkata,
Flat No-B/3, CPT Quarter
Nimak Mohal Road, Kolkata-700043.
West Bengal,

Sir,

Sub: Tender for "Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary"–Reg.

With reference to your Tender No. DCI/ERO/HAL/OPS/RB/2026-27, Date: 02-04-2026 and as per Clause No. 35 of GCC, we here by certify that, we have not backed out from any tender after award of work, during last three years ending last day of month previous to one in which tender is invited.

"OR"

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

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

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

**Strike out whichever is not applicable.*

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

ANNEXURE-XI

INTEGRITY PACT (IP)

Dredging Corporation of India Limited (DCIL) hereinafter referred to as “The Principal”,

And

(_____) hereinafter referred to as “The Bidder / Contractor”

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for _____ (the name of the work and NIT No). 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)/ 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 I – Commitments of the Principal

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

No employee of 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 other benefit which he/she is not legally entitled to.

The Principal will, during the tender process treat all Bidder(s) with equity and fairness. 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 tender process or the contract execution.

The Principal will exclude from the process all know prejudiced persons.

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

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

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:

The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal’s employee 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 during the execution of the contract.

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 actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on 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.

The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

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India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of Foreign Principals, if any. Further details as mentioned in the "Guidelines of 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 India 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.

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.

The Bidder(s) / Contractor(s) who have signed the integrity Pact shall not approach to the Courts while representing the matter to IEMs and shall wait for their decision.

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 or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" will be followed.

Section 4: - Compensation for Damages.

If the Principal has disqualified the Bidder 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.

If the Principal has terminated the contract according to Section-3, 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.

The Bidder shall declare that no previous transgressions occurred in the last three years with any other company in any country confirming to the anti corruption approach or with any Public Sector Undertakings / Enterprises in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

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.

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

The principal will disqualify from the tender process all bidders who does 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 Chief Vigilance Officer (CVO).

Section 8: Independent External Monitor / Monitors.

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.

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

The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents 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. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings

Signature of Tenderer with Seal

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could have an impact on the contractual relations between the Principal and Contractor. The parties Offer to the Monitor the option to participate in such meetings.

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.

The Monitor will submit a written report to the Managing Director, 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.

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

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

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

Section 9: Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 Months after the last payment under the contract, and for all other Bidders 06 months after the contract has been awarded.

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 the Managing Director of DCIL.

Section 10: Other provisions.

This agreement is subject to Indian Law. Place of performance is Haldia and jurisdiction is the Corporate Office of the Principal, i.e., Visakhapatnam.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made. If the Contractor is a partnership firm/ consortium/ Joint Venture (JV), this agreement must be signed by all partners or consortium/Joint Venture (JV) members.

Should one or several provisions of this agreement turn out 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.

Issues like warranty / Guarantee etc. shall be outside the purview of Monitors

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 Principal)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place: _____	Witness 1: _____
	(Name & Address) _____
Date: _____	_____

	Witness 2: _____
	(Name & Address) _____

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
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Annexure-A to Integrity Pact

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tenders. An agent who is not registered with DCIL shall apply for registration in the prescribed Application Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainership being paid by the principal to the agent before the placement of order by DCIL.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA, IF ANY.
- 2.1 Bidders of Foreign nationality shall furnish the following details in their offer:**
- 2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
- 2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by DCIL in Indian Rupees only.
- 2.2 Bidders of Indian Nationality shall furnish the following details in their offers:**
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.
- 2.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.
- 2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by DCIL in India in equivalent Indian Rupees.
- 2.3 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph – 2.1 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by DCIL. Besides this there would be a penalty of banning business dealings with DCIL or damage or payment of a named sum.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-XII

A technical Description of the Steel Hull Mechanized Vessel

1	Name of the Vessel	:	
2	Name of the owner	:	
3	Builder's name and Address	:	
4	Year of built	:	
5	Call Sign & Official No.	:	
6	LOA	:	
7	Breadth	:	
8	Depth (module) main hull	:	
9	Draft (max)	:	
10	Speed of Steel Hull Vessel	:	
11	Particulars of registry of Steel Hull Vessel, year of registry and Port of Registry, (Registration Certificate)	:	
12	Validity of Class	:	
13	Flag/ Nationality	:	
14	Main Propulsion Engines		
	i) Make/Model No.	:	
	ii) BHP/Eng.	:	
	iii) LSHFHSD Consumption	:	
15	a) Lit/Hrs./engine	:	
	Propulsion and steering	:	
16	Auxiliaries		
	i) Total no of DG sets on board	:	
	ii) Make/Model No.	:	
	iii) Rating of each DG set in KVA	:	
	iv) Total shipload in KW/Watt	:	
17	v) Fuel oil consumption of Aux Engine	:	
	Fuel Capacity	:	
18	Fresh water capacity and Consumption per day	:	
19	Communication equipment (Specify each equipment)	:	
20	Single screw or twin screw	:	
21	Navigation Equipment (Specify each equipment)	:	
22	Lube oil consumption	:	
23	(a) Carrying capacity of persons	:	
	(b) Carrying capacity of equipment and material	:	
24	LSA (Life Saving Appliances)	:	
	FFA (Fire Fighting Appliances)	:	
25	Date of last dry-docking on	:	

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

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26	Next Dry Dock due on	:	
27	Validity of Certificate of Survey	:	
28	Insurance details	:	
29	Place where the Steel Hull Vessel is presently available	:	

NOTE: (1) If the Tenderer is not the Owner, hire agreement with the Owner of the Steel Hull Vessel/ Vessel(s) should be submitted on stamp paper duly notarized along with Tender.

**DREDGING CORPORATION OF INDIA LIMITED
E-TENDER**

ANNEXURE-XIV

Date:-										BRIDGE LOG BOOK DAILY FORMAT (0000 Hrs to 2400 Hrs)										Name of Vessel:-	
No. of Operations.	NOTICE RECEIVED TIME	STANDBY TIME	REPORT TIME	REPORTING PLACE	OPERATION START	NAME OF THE SHIP	TYPE OF OPERATION	OPERATION COMPLETION TIME	Time taken for Operation	Out of Commission Hours	Standby Hours	REMARK									
1																					
2																					
3																					
4																					
5																					
6																					

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-XV

No Claim Certificate

(On company letterhead)

To,
(Tender Authority)

NO CLAIM CERTIFICATE

Sub: **Contract Agreement no. ----- Dated -----for the supply of -----**

We have received the sum of Rs. ----- (Rupees _____ only) in full and final settlement of all the payments due to us for the supply of under the above mentioned contract agreement, between us and Dredging Corporation of India Limited. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against the work "Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary", against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or

Officer authorized to sign the contract documents

on behalf of the contractor

(Company stamp)

Date: _____

Place: _____

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-XVI

Declaration by the Bidders

Date:

To
The Regional General Manager,
Dredging Corporation of India Limited,
Eastern Regional Office: Kolkata,
Flat No-B/3, CPT Quarter
Nimak Mohal Road, Kolkata-700043,
West Bengal.

Sir,

Sub: Tender for "Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary"— Declaration from the Bidder-Reg.

Tender No. DCI/ERO/HAL/OPS/RB/2026-27, Date: 02-04-2026

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1	No alteration has been made in any form in the downloaded Tender document.
2	I / We have not been banned or delisted by any Government or quasi Government agency or public sector undertaking.
3	I / We accept the payment terms of General & Special Conditions of Contract.
4	I / We provide our acceptance to all Tender Terms and Conditions.
5	I / We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 05 years.
6	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily.
7	I / We agree to disqualify us from this tender and black list us for tendering in DCIL projects in future, if it comes to the notice of Employer that the documents/submissions made by me/us are not genuine and or incomplete information

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-XVII

FORMAT FOR DECLARATION BY THE BIDDER FOR CODE OF INTEGRITY & CONFLICT OF INTEREST
(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)

To
The Regional General Manager,
Dredging Corporation of India Limited,
Eastern Regional Office: Kolkata,
Flat No-B/3, CPT Quarter
Nimak Mohal Road, Kolkata-700043.
West Bengal,

Sir,

Sub: Tender for "Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary"—Reg.

With reference to your Tender No. DCI/ERO/HAL/OPS/RB/2026-27, Date: 02-04-2026 and as per Clause No. 44 of GCC, we hereby declare that we shall abide by the Code of Integrity for Public Procurement and have no conflict of interest.

The details of any previous transgressions of the code of integrity, in any country during the last three years or of being debarred by Ministry of Science & Technology/DCSIR and debarment across all the Ministries/Department are as under:

- a)
- b)
- c)

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-XVIII

FORMAT FOR SELF DECLARATION REGARDING RESTRICTION UNDER RULE 144 (XI) OF GFR 2017
(LAND BORDER SHARING)

(to be printed in letter head)

Tender No. DCI/ERO/HAL/OPS/RB/2026-27, Date: 02-04-2026

1- DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

2- I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of M/s _____ (name of bidder entity), that:

3- I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

4- I certify that M/s _____ (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

5- I understand that the submission of incorrect data and/ or if certificate/ declaration given by M/s _____ (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

SECTION-V

CHECK LIST FOR TECHNICAL BID

1. A Bid Form except the Price Schedule
2. A list of works bided for and in hand / being executed as on the date of submission of bid with proof of documents.
3. A detailed list of Vessel (s) available with the tenderer and which is proposed for deployment of work under consideration including their specification.
4. 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) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 07 years ending last day of month previous to one in which tender is invited. The certificate should include the following information:
 - a) Brief description of the work
 - b) Actual Work done amount.
 - c) Time limit for completion
 - d) Whether the work has been completed within the stipulated time.
 - e) Whether any liquidated damages have been levied.
5. Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment mode (NEFT / RTGS) containing electronic receipt with Transaction Ref. No. / UTR No., date and amount.
6. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of:
 - i) e-Payment mode (NEFT / RTGS) containing electronic receipt with Transaction Ref. No. / UTR No., date and amount.
 - Or
 - ii) Bank Guarantee (copy to be uploaded online. **Please refer to “NOTE” regarding the submission of original BG**)
7. Copies of original document defining the constitution or legal status, Place of registration and principal place of business of the company or Partnership.
8. Copy of PAN Card.
9. Copy of GST Registration Certificate.
10. Copy of Registration with provident Fund Authorities (including Form No-5A of EPFO).
11. Bank Account details along with copy of cancelled cheque.
12. Power of Attorney on stamp paper (non-judicial) Rs. 100/-, in favor of the person authorized to sign the tender document. This stamp paper should be duly notarized on an Rs.100/- stamp paper. And the stamp paper should be not older than six (06) months from the date of issue of tender.
13. a) Copy of clear title of the ownership of the Steel Hull Vessel if the tenderer is not the owner of the Steel Hull Vessel, necessary documents in support of the authorization or lease granted by the owner of the Steel Hull Vessel to the tenderer to offer and operate the mechanized Steel Hull Vessel by the tenderer. This authorization or lease shall be executed on an Rs.100/- stamp paper duly notarized. And the stamp paper should be not older than six (06) months from the date of issue of tender. The original document must be submitted to this office of Tender Inviting Authority through post or by hand so as to reach by the time of tender opening.

b) In the event that the Bidder does not possess a vessel meeting the specifications stipulated under Clause 3 of the ITB and intends to construct and supply such a vessel, the Bidder shall be required to enter into a formal agreement with a registered shipyard. The original copy of the said agreement must be duly affirmed before a First-Class Judicial Magistrate and executed on a non-judicial stamp paper of value ₹100/-. Bidders who own and operate their own shipyards shall be required to submit an undertaking to that effect. The original undertaking must also be duly affirmed before a First-Class Judicial Magistrate and executed on a non-judicial stamp paper of value ₹100/-, relevant document should be submitted along with the Technical Bid. The original document must be submitted to this office of Tender Inviting Authority through post or by hand so as to reach by the time of tender opening.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

14. A declaration that the Vessel is free from all encumbrances and liens, without any reservation or limitations.
15. General Arrangement Plan and all other relevant technical details of the Vessel must be submitted along with the Bid.
16. **Annexure I to XVII** (on company or firm's letterhead wherever mentioned).
17. Average Annual Turnover certificate, issued by a reputed Chartered Accountant, for the last three financial years, i.e. financial years 2022-23, 2023-24 and 2024-25.
18. Checklist for Technical Bid.
19. Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer.
20. Integrity pact as per format, to be executed on Rs. 100 Non-Judicial Stamp Paper in 02 (two) original sets as per the **Annexure-XI**.
21. Copies of original Registration Certificates, valid Class Certificate, survey reports of the proposed Steel Hull Vessel offered to DCIL, including copy of the insurance policy covering Hull & Machinery, Crew and Third Party, Total loss of the Vessel, Total Coverage for wreck removal in case the vessel is wrecked etc.
22. GFR-144 (xi) compliance certificate as per the latest GOI **Annexure-XVIII**.
23. Other documents prescribed in this bid document not mentioned above.

NOTE: Of the above documents, Sl. No. 6 (ii) EMD (in case of BG), Sl.No.12 Power of Attorney and Sl. 13 (a) Lease Agreement (with vessel owner), 13 (b) Agreement with a registered shipyard/Undertaking (in case of own Shipyard) Sl. 20 Two Set Integrity Pact in ORIGINALS shall be forwarded to Tender Inviting Authority through post or by hand so as to reach by the time of tender opening.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

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

PREAMBLE

- 1) The items given in the Price Bid / Bill of Quantities are for “Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary”
- 2) The rates quoted in the Price Bid / Bill of Quantities are all inclusive except GST. Contractor shall raise GST invoice and mention their GST Registration Number and GST Amount on the Invoice.
- 3) The payment would be made for relevant items of Price Bid / Bill of Quantities as detailed in Payment Clause.
- 4) No charges, other than those specified in the bid conditions shall be payable.
- 5) No interest will be payable by DCIL on delay payments for any reason what-so-ever.

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

PRICE BID/BILL OF QUANTITIES (BOQ)

Name of work: "Supply, Manning and Running of One Steel Hull Mechanized Vessel with an average cruising speed of 08 to 10 knots at Haldia on the Hooghly Estuary".

Tender No: DCI/ERO/HAL/OPS/RB/2026-27, Date: 02-04-2026

Sl. No.	Description	Unit	Rate (In Rs.) Excluding GST		
			Quantity	Rate	Total amount
A	B	C	D	E	F = D x E
1. APPLICABLE ONLY TO BIDDERS WHO POSSESS A VESSEL THAT IS NOT MORE THAN 10 YEARS OLD AND THAT MEETS THE SPECIFICATIONS STIPULATED UNDER CLAUSE 3 OF THE ITB.					
1.1	<u>DAILY HIRE CHARGE</u> These charges shall be paid for each day the Vessel is on standby mode described in SCC Clause. No 8.I (A) above. However, during the lay off period of the Vessel either for repair or for any other reason attributable to the contractor, no charge will be payable. The rate is inclusive of all but excluding GST.	Per day of 24 Hrs or part thereof on Pro-rata basis	1,461	NOT TO BE FILLED HERE	NOT TO BE FILLED HERE
1.2	<u>HOURLY RUNNING CHARGE</u> This charge shall be payable only for the period the Vessel is actually in operation for DCIL requirement at the directive of the Project-In-Charge. The contractor will not claim this charge for trial of machineries. As per illustration in SCC Clause 8.I (B) The rate is inclusive of all but excluding GST.	Per Hour or part thereof on Pro-rata basis	8,766		
2. APPLICABLE ONLY TO BIDDERS WHO DO NOT POSSESS A VESSEL MEETING THE SPECIFICATIONS STIPULATED UNDER CLAUSE 3 OF THE ITB AND INTEND TO CONSTRUCT AND SUPPLY SUCH A VESSEL.					
2.A RATE FOR THE VESSEL MEETING ALL TECHNICAL SPECIFICATIONS STIPULATED UNDER CLAUSE 3 OF THE ITB BUT WITHOUT RESTRICTION ON THE AGE OF THE VESSEL.					
2.1	<u>DAILY HIRE CHARGE</u> These charges shall be paid for each day the Vessel is on standby mode described in SCC Clause. No 8.I (A) above. However, during the lay off period of the Vessel either for repair or for any other reason attributable to the contractor, no charge will be payable. The rate is inclusive of all but excluding GST.	Per day of 24 Hrs or part thereof on Pro-rata basis	365	NOT TO BE FILLED HERE	NOT TO BE FILLED HERE
2.2	<u>HOURLY RUNNING CHARGE</u> This charge shall be payable only for the period the Vessel is actually in operation for DCIL requirement at the directive of the Project-In-Charge. The contractor will not claim this charge for trial of machineries. As per illustration in SCC Clause 8.I (B) The rate is inclusive of all but excluding GST.	Per Hour or part thereof on Pro-rata basis	2,190		
2.B RATE FOR THE NEWLY BUILT VESSEL MEETING ALL TECHNICAL SPECIFICATIONS STIPULATED UNDER CLAUSE 3 OF THE ITB.					

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

2.3	<p><u>DAILY HIRE CHARGE</u></p> <p>These charges shall be paid for each day the Vessel is on standby mode described in SCC Clause. No 8.1 (A) above. However, during the lay off period of the Vessel either for repair or for any other reason attributable to the contractor, no charge will be payable.</p> <p>The rate is inclusive of all but excluding GST.</p>	Per day of 24 Hrs or part thereof on Pro-rata basis	1,096		
2.4	<p><u>HOURLY RUNNING CHARGE</u></p> <p>This charge shall be payable only for the period the Vessel is actually in operation for DCIL requirement at the directive of the Project-In-Charge. The contractor will not claim this charge for trial of machineries. As per illustration in SCC Clause 8.1 (B)</p> <p>The rate is inclusive of all but excluding GST.</p>	Per Hour or part thereof on Pro-rata basis	6,576		

GRAND TOTAL AMOUNT (Rs.)

NA

Note:

- i) Enter data in the colored cell Only.
- ii) Bidders who possess a vessel that is not more than 10 years old and that meets the specifications stipulated under Clause 3 of the ITB shall duly complete the Bill of Quantities (BOQ) provided at serial number 1.1 and 1.2.

Bidders who do not possess a vessel meeting the specifications stipulated under Clause 3 of the ITB and intend to construct and supply such a vessel shall duly complete the Bill of Quantities (BOQ) provided at serial numbers 2.1 to 2.4.

DCIL will award the contract to the bidder who has quoted for all items of the BOQ of the relevant combination and whose bid has been determined to be the lowest evaluated bid by quoting the lowest total amount of the BOQ for the four-year period, thereby becoming the successful L-1 bidder for the tender.
- iii) The quantity mentioned above is approximate for 4 (four) years and may vary (decrease or increase) as per operational requirements.
- iv) Rate should be inclusive of all expenditures as necessary for the work except GST.
- v) Bidders shall submit the price schedule **blank** (without values/offer) duly sealed and signed along with the **Technical bid**. The price should be filled in and submitted **in excel format on the GeM portal only**. Bidders are advised that the price quoted shall not be mentioned anywhere else in the Technical bid, failing which their bid will be rejected.
- vi) Hourly running charge shall include only the cost of fuel for running the machineries based on the rate of HSD at Haldia as on the scheduled last date of submission of the tender. The breakup of hourly running chargers may be asked for submission at the discretion of DCIL.
- vii) Running hours will be calculated from the starting time of Vessel from the reporting point to the returning time of the Vessel at the reporting point after completing the routine trip and/or DCIL work, excluding the period when the Vessel is tied up with the dredger alongside and/or at any location(s) including berths and jetties and remains in a fully idle condition, i.e., the main engines and auxiliary engines are totally stopped.

Signature of Tenderer with Seal