DREDGING CORPORATION OF INDIA LIMITED
"Dredge House", H. B. Colony Main Road,
Seethammadhara, Visakhapatnam,
Andhra Pradesh- 530022, India

Tender No. DCI/HO/TECH/NAVCONSULT/2026-27 **Date:02-11-2026**

TENDER

for

"Engaging a Shipbuilding & Project monitoring Consultancy Firm for Design, Construction and Delivery of New TSHDs, CSDs & ICSDs"

General Manager (Technical)
Dredging Corporation of India Ltd.,
Visakhapatnam

DREDGING CORPORATION OF INDIA LIMITED
Technical Department, Head Office: Visakhapatnam

Tender No. DCI/HO/TECH/NAVCONSULT/2026-27 Date:02.11.2026

TENDER FOR

"Engaging a Shipbuilding & Project Monitoring Consultancy Firm for Design, Construction and Delivery of New TSHDs, CSD & ICSDs"

Tender schedule

Availability of bids in CPPP portal and Employer's websites for downloading	:	02.11.2026 onwards
Last date for receipt of pre-bid queries by Employers from bidders through email	:	11.11.2026 up to 15:00 Hrs.
Pre-bid Meeting Date	:	Online pre-bid meeting will be held on 11.11.2026 and clarifications will be uploaded in CPPP or DCI website) Webex meeting link: https://dcil21.webex.com/meet/hodtech
Uploading of Pre-bid clarifications	:	by 13.11.2026
Due date for submission of bids in CPPP portal	:	24.11.2026 up to 15:00 Hrs.
Opening of Technical bids	:	24.11.2026 at 15:30 Hrs.
Opening of Financial Bids		Will be notified to the in the CPPP portal

General Manager (Technical)
Dredging Corporation of India Ltd.,
Dredge House, H B Colony Main Road
Seethammadhara, Head Office, Visakhapatnam – 530 022
Andhra Pradesh (INDIA)
Ph No. (+)91-0891- 2871-388 / 222
Email ID: hodtech@dcil.co.in

SECTION – I
INVITATION FOR BIDS (IFB) / NOTICE INVITING TENDER (NIT)

Dredging Corporation of India Limited, (A Consortium of 4 Major Ports Visakhapatnam Port, Deendayal Port, Jawaharlal Nehru Port & Paradip Port), are carrying out dredging works at various Major Ports. At present DCI is executing dredging work at SMPK, Paradip port, Cochin port, New Mangalore Port, JNPA, Deendayal port, IWAI projects, etc.

As part of executing different types of dredging projects, given the growing scale and complexity of operations, as well as the increasing interface with multiple stakeholder agencies and ministries, DCI seeks to engage a “Shipbuilding & Project Monitoring Consultancy Firm” to assist in the activities Design & Construction activities of new Dredging Fleet that comprise of TSHDs, CSDs, ICSDs, and associated Ancillary crafts. The Consultant shall be responsible for review of design, technical specifications, proposed technologies, engineering drawings and documents, techno-commercial proposals, construction methodologies, project schedules and progress, quality assurance and quality control, inspection and testing, coordination with shipyards, Classification Societies and statutory authorities, monitoring of procurement and construction activities, commissioning, trials and delivery of the vessels, and providing comprehensive project management and technical support to DCI throughout the shipbuilding process.

In this regard, e-tenders are being invited through CPP portal by Dredging Corporation of India Limited, Head Office, Visakhapatnam, in single stage two cover (Techno-commercial & Financial) bidding procedure with proven technical and financial capabilities, for the works mentioned below:

1.	Name of the Work	:	Engaging a Shipbuilding & Project Monitoring Consultancy Firm for Design, Construction and Delivery of New TSHDs, CSDs & ICSDs
2.	Period of Contract	:	3 years from the date of issue of work order and extendable for one more year at the sole discretion of DCI and performance of agency, at the same rates, terms & conditions.
3.	Mobilization of team at DCI Head office, Visakhapatnam	:	15 days from the date of intimation by DCI
4.	Earnest Money Deposit (EMD)	:	Rs.7,00,000/- to be remitted only through NEFT/ RTGS and copy of electronic receipt/UTR to be uploaded along with the tender (e-receipt to be uploaded along with bid) or in the form of Bank Guarantee as per format provided in the tender. In case of BG submission, the BG or insurance security bond in original shall be submitted to Head office Visakhapatnam, before the due date & time of bid submission and this will form part of Technical Bid/ Techno-Commercial Bid (Cover-A), failing which his/ her bid will be liable for rejection, considering it as a non-responsive bid.

5.	Cost of Tender Documents	:	Rs.2,950/- (Rupees Two Thousand Nine Hundred and fifty Only) including GST (Non-refundable) to be remitted through NEFT/ RTGS and copy of electronic receipt/ UTR to be uploaded along with the tender, failing which his/her bid will be liable for summary rejection, considering it as a non-responsive bid.
6.	Exemption in fees	:	Micro and Small Enterprises (MSEs) registered with the Ministry of Micro, Small and Medium Enterprises (MSME) or having valid Udyam Registration shall be exempted from payment of the Earnest Money Deposit EMD) & bid-processing fee subject to submission of relevant supporting certificates /documents along with the bid.
7.	Details of Bank Account for submission of EMD and Cost of tender documents	:	In favor of: Dredging Corporation of India Limited. Bank Name: Canara Bank Account No.: 35833070000014 Branch Name: DCI, "DREDGE HOUSE" HB colony main road, Seethammadhara, Visakhapatnam – 530022. IFSC/ RTGS No: CNRB0013583. Account type: Current account. (e- receipt to be uploaded along with bid) Bidders shall obtain confirmation for receipt of EMD and Cost of Tender Documents from treasury@dcil.co.in and a copy of transaction details/ e-receipt shall be submitted along with the bid.)
8.	Availability of bids in CPPP portal and Employer's websites for downloading	:	02.11.2026 onwards
9.	Last date for receipt of pre-bid queries by Employers from bidders through email	:	11.11.2026 up to 15:00 Hrs.
10.	Pre-bid Meeting Date		Online pre-bid meeting will be held on 11.11.2026 and clarifications will be uploaded in DCI website. Webex meeting link: https://dcil21.webex.com/meet/hodtech
11.	Due date for uploading clarifications for pre-bid queries by Employer in CPPP portal	:	by 13.11.2026
12.	Due date for submission of bids in CPPP portal	:	24.11.2026 up to 15:00 Hrs.
13.	Opening of Technical bids in CPPP portal	:	24.11.2026 at 15:30 Hrs.

14. Pre-Qualification Criteria:

14.1. The Bidder may be single entity, Government-owned entity. Consortiums / Joint Ventures are not allowed

14.2. The single entity Bidder shall be company registered as per Companies Act, 2013

14.3. Firm should have valid GST Registration Certificate, PAN etc.

14.4. The eligible bidder should have experience of "Similar Works" during last 7 years ending last day of month previous to which tender is invited

14.4.1. Three similar completed/Ongoing works each costing not less than the amount of Rs.1.40Cr., exclusive of GST (OR)

14.4.2. Two similar completed/Ongoing works each costing not less than the amount of Rs.1.75 Cr., exclusive of GST (OR)

14.4.3. One similar completed/Ongoing work costing not less than the amount of Rs.2.80 Cr., exclusive of GST.

14.5. Average Annual financial turn over during the last 3 years ending 31st March 2025 should be at least Rs. 1.05 Cr.

14.6. Similar works means "Providing Ship building & Project Monitoring Consultancy for Design, Construction and Delivery of Ships / Dredgers" in previous 7 years before the last date of the Bid submission and as per the qualification criteria as per Cl. 15.4 above.

15. Technical Evaluation Criteria under Quality and Cost Based Selection

Technical Scoring Criteria			
Sl. No.	Parameter	Criteria	Maximum Marks
1.	Experience of the Firm	**Experience in Shipbuilding Consultancy** • Max. 10 marks for the total experience of the Firm in executing Naval Architecture, Design & review, Preparation & review of Drawings, finalization of Ship Specifications and freezing the designs to Client's requirements. • Max.10 marks for experience in supervision of shipbuilding activities at site / yard for the finalized vessel design & Specification. (Tankers, Bulk Carriers, Offshore vessels, etc.). Experience in Dredger construction preferable carries more weightage • 10 marks for experience in exercising the responsibilities of "Owner's representative" for Shipbuilding at yard for atleast 2 Vessels / Dredgers. Experience in dredger carries more weightage Work Order with Completion/ LOA's certificate with Completion from the State / Central Government / PSUs / Private Sector / Relevant agencies has to be submitted as a proof.	**30**
2.	Specific Task Experience	**Experience in specialized pre-construction phases:** • Max. 10 marks for experience in finalizing complex Tripartite Shipbuilding Contracts (Owner, Shipyard & Technology Provider/Design Consultant) or Transfer of Technology (ToT) Agreements. • Max. 10 marks for experience in vetting Technical Specifications, obtaining approval of Class for Specifications, Plans & drawings (IRS, LRS) (IRS/LR or equivalent IACS Class), obtaining necessary approvals & exemptions required for Finalized design of Ships/Vessels for the Flag / Class, applicable as per MS Act, IV Act, Regulations & Guidelines of GoI.	**20**

		Documents establishing award of Contract comprising similar scope of work and its completion certificates shall be submitted as proof.	
3	**Team Composition** *(Relevant Educational Qualification Certificates and Service/ Experience certificates issued by previous employer shall be submitted to establish the same along with the candidate's Curriculum Vitae)* **–** Sub Total marks – 30 marks		**30**
3.1	Team Leader / Project Manager (1 No.)	• Qualification: Degree in Naval Architecture or Marine Engineering. • Experience: Minimum 15 years' experience in shipbuilding/marine engineering. • Must have Team Lead experience in Shipbuilding contracts as "Owner's Representative" Scoring: 3 marks for basic criteria. 2 extra marks for specific experience managing the construction of TSHDs or CSDs.	5
3.2	Lead Naval Architect (1 No.)	• Naval Architect with minimum 10 years' experience in hull design, stability, and class approvals. • Must be thorough with the rules and regulations in compliance to Construction of Dredgers, both Sea going and Inland vessels. • Must be acquainted with the guidelines of DR-67, DR-68 that are specific to Dredgers and their implications on Design Criteria. Scoring: 3 marks for basic criteria. 2 extra marks for experience dealing directly with IRS/LRS plan approvals for specialized vessels.	5
3.3	Machinery & Piping) (1 No.)	• Experience: Minimum 10 years' experience overseeing Commissioning and operation of Engines, propulsion systems, Power generation systems, and auxiliary systems. • Experience in FAT/ SAT of Marine equipment is preferable Scoring: 3 marks for basic criteria. 2 extra marks for experience with dredger-specific machinery (dredge pumps, jet water systems).	5
3.4	Electrical & Automation Expert / Control Systems & SCADA Specialist (1 No.)	• Qualification: Engineering in Electrical & Electronics / Instrumentation OR Qualified Electro Technical Officer (Marine) • Minimum 7 years' experience overseeing marine electrical & electronic control systems, Navigation & communication systems, and DP systems. • Experience in SCADA / Dredge control PLC systems, Automation Software architecture Hydraulic control PLC Systems is preferable Scoring: 3 marks for basic criteria. 2 extra marks for experience with FAT/SAT of marine automation & systems.	5
3.5	Hull / Structural Inspector (1No.)	• Qualification: Engineering in Mechanical • Minimum 7 years' experience on fabrication, piping, structural works • Experienced in ship building preferable Scoring: 3 marks for basic criteria. 2 extra marks for Dredger/ship building specific experience	5

3.6	QA/QC, Electronics, Site Supervisor, Support Staff (Min. 3 No.)	• Qualification: Engineering in the discipline of Mechanical / Marine/Electrical & electronics / Naval Architecture / Degree • Experience: Minimum 7 years' experience in on-site supervision of ship building activities, NDT testing / Naval architecture. • Experience in review of drawings, and assessment of site jobs w.r.t. Drawings, progress plans • Experience in project monitoring and reporting is preferable Scoring: 3 marks for basic criteria. 2 extra marks for experience in Indian PSU Shipyards.	5
4	Technical Presentation	**Presentation covering:** • Approach of Ship design review and finalization, preparation of Tenders & documentation, execution of Shipbuilding activities (5 marks) • Approach & Methodology for tripartite contract management (5 marks) • Strategy for expediting IRS/LRS Class approvals & Exemptions from Flag, if required (5 marks) • Quality Assurance and PERT/CPM progress tracking plans (5 marks)	**20**
		TOTAL	**100**

The minimum technical score required to pass is 60 Points, provided the following are met:

1. Minimum 20 marks in Sub-Clause 16.1,
2. Minimum 10 marks in Sub-Clause 16.2,
3. Minimum Educational & Experience criteria to be met for all the Team Members proposed at Clause 16.3, and
4. Minimum 10 marks in Sub-Clause 16.4.

1. Financial Scoring Calculation

For financial scoring in respect of BOQ, the lowest quoted offer gets a full 100 points. All other offers are converted to a percentile (normalized) score relative to the lowest.

CONSULTANT Financial Scoring (FS): Let CL be the lowest bidder price (INR) among qualified bidders, and C be the other bidder price (INR).

FS = CL / C x 100

- If C = CL → FS = 100.
- Higher prices score proportionally less.
- Evaluate prices excluding GST and as per BOQ rules.

2. Combined Scoring Calculation

Overall ranking uses 70% Technical + 30% Financial:

CS = 0.70 x TS + 0.30 x FS

Note: TS, FS, and CS will be rounded to two decimals. If two bidders have equal CS, the bidder with higher TS will be ranked higher.

16. Downloading of Tender documents and Submission of bids:

This is a E-Tender and Interested eligible Tenderers to download the bid documents from the-tendering website- CPP portal.

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 willing to take part in the process of e-Tendering will have to be enrolled & registered with the CPP portal.

ii) The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

iii) Bids shall be submitted online only at CPPP Portal. Manual bids shall not be accepted. Tenderer / Consultants are advised to follow the instructions provided in the 'Instructions to Bidders' for the e-submission of the bids before proceeding with the tender.

iv) If any of the intending 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 the right to cancel the bid without assigning any reason thereof.

Interested eligible Tenderers/Bidders to download the tender documents from the website- https://eprocure.gov.in/,and https://dredge-india.com. The downloading of document shall be carried out strictly as per the provision provided on the website.

NOTE: All corrigendum, addendum, amendments and clarifications to this Tender will be hosted in DCI website.

17. Power of Attorney:

In case of signing the bid documents by a Representative, other than the Proprietor/Owner of the firm, Original Power of Attorney (PoA) duly notarized on Rs.100/- non-judicial stamp paper, along with letter of submission in a sealed cover shall be submitted at DCI Head Office in Original, before due date and time of the tender submission. In case, Owner/proprietor signing the bid documents, supporting documents shall be submitted substantiating the proprietorship/ownership of the firm, for e.g., Firm Registration certificate with his/her name, duly self-attested. Tenders without notarized Original Power of Attorney or any supportive document as above in case of owner/proprietor shall be considered irresponsive and are liable for rejection. PoA shall have the Specimen Signature(s) (must match with signatures in all the bid documents) of the authorized signatory. Original PoA should be submitted in a closed envelope along with "Integrity Pact" and EMD in case of BG, super-scribed with Name of the Tendered work, within 3 days of submission of technical bid.

18. Integrity Pact:

Integrity Pact (IP) shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract though an appropriate provision. The bidders should sign and submit "Integrity Pact" in (02 sets Original) to be executed on Rs.100/- non-judicial stamp paper by the bidder and should be submit the Originals at DCI Head office of Dredging Corporation of India Limited, in a closed envelope super scribed "Integrity Pact" along with Name of the Tendered work, before due date and time of the tender submission. If Original hard copy is not submitted at DCI Head Office, such bid shall be liable for rejection. Integrity Pact would be implemented through either of the following Independent External Monitors (IEM) for this tender.

1. Shri. Prahlad Kumar Sinha, A-303, Sanskriti Vihar,10th Avenue Gaur City 2, Greater Noida, West Gautham Budh Nagar U.P. Mobile: +91-94326 77066 Email- pekay@gmail.com	2. Shri. Aditya Kumar Mittal Flat C-2/10 (3102), Vanashree CHS Plot 1&2, Sector 58 A, Palm beach Road, Near Seawood Estates, Nerul (West), Navi Mumbai 400 706 Mobile: +91-95605 27000, Email-adityamumarmittal@gmail.com

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

This Integrity Pact will form part of the Tender Document.

REPRESENTING MATTER TO INDEPENDENT EXTERNAL MONITORING 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), as mentioned in Clause No.16 of IFB. Persons signing the Integrity Pact shall not approach for Negotiations/ Conciliation/ Arbitration/ Adjudication while representing matters to the IEMs and he/ she will await their decision in the matter.

19. Price Bid:

Bidders are advised to submit their Price Bid strictly as per the online based BoQ in line with the scope of work, layout, technical specifications, terms and conditions contained in the bid document after going through the prevailing conditions at site. Financial/Price bid (Bill of Quantities) in the provided format is to be submitted through e-tendering mode only on CPPP portal before due date and time of submission as above. Electronic bids received after the stipulated last date and time for receipt of bids, due to any reasons will not be allowed/considered. DCI will not be responsible for any sort of delays in any respect towards bid and/or bid documents submission and it's completely the bidder's responsibility. Bidder shall not mention or write or indicate any prices/ rates directly or indirectly in the technical bid (Cover-A) and non-compliance of which shall lead to summary rejection of the bid. Price bid in hard copy need not be submitted.

20. Queries:

Bidders may mail their bid related queries to the following e-mail ids and contact at the following address for clarifications regarding tender conditions and replies for which will be uploaded in the CPPP portal. Bidders are advised to visit CPPP portal & Employer's website on frequent basis for any Addenda/ Corrigenda to the tender.

General Manger (Technical)
Dredging Corporation of India Ltd.,
H B Colony Main Road, Seethammadhara, Visakhapatnam, A.P. – 530 022
Email ID: hodtech@dcil.co.in ; shipbuilding@dcil.co.in
PhoneNo.91-0891 2871 388 / 222
Mobile: +91 99498 25217 / Manager: +91 8500227777

21. Mode of Submission of Bids

Tenderer shall submit his bid online only at CPPP portal (website: https://eprocure.gov.in). Hard Copy submission shall not be considered for evaluation, except Originals of Integrity Pact (02 sets), PoA, EMD in case of BG and any other Original document as specified in the Tender. Tenderers are advised to follow the instructions provided in the Tender for submission of the bids online through the CPP portal. Aspiring Bidders are required to get enrolled/ registered on CPP portal well in advance, before participating in the tender to avoid last-minute rush/ server busy issues. All charges applicable in connection with preparation/ submission/award of this bid/ post-award, if any, shall be on the account of tenderer only.

22. DCI Reserves the right

Notwithstanding anything stated anywhere in the tender, Dredging Corporation of India Limited/ Employer reserves the right to:

(a) Issue tender documents only to those considered capable to execute the work.
(b) Accept or reject any or all Tenders without assigning any reason whatsoever.
(c) Cancel the tender enquiry at any stage without assigning any reason.
(d) Accept the tender in whole or part.

(e) Reject the tender received with counter conditions.

General Manger (Technical)

SECTION – II
INSTRUCTION TO BIDDERS (ITB)

Online bids are invited by Dredging Corporation of India Ltd. (DCIL) in Single Stage-Two cover system for the work **"**Engaging a Shipbuilding & Project Monitoring Consultancy Firm for Design, Construction and Delivery of New TSHDs & CSDs**".**

Other Documents mentioned at Stage-I: Techno-Commercial Bid and Financial Bid (Stage-II) in ITB shall be uploaded within the prescribed date & time in NIT / Bidding Document in the CPPP Portal only. Financial Bid / Price Schedule has to be submitted through CPPP portal only.

1. **Eligible Bidders**

1.1. This Invitation for Bids is open to Agency/firms/consultants preferably having similar experience with state and central government agencies and who satisfy the conditions stipulated in the bid document.

1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide agency/consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.

1.3. Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Employer

1.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Employer or any other Government agencies /Employer's Clients

1.5. Bid can be submitted by an entity registered/incorporated/formed in India and operating under the rules of India.

2. **Disqualification**

2.1 Even if an applicant meets the eligibility criteria and/ or Pre -Qualification Criteria (PQC), he shall be subject to disqualification if he is found to have:

2.1.1 made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;

2.1.2 Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the consultants, inordinate delays in completion, consistent history of litigation resulting in awards against the consultants or any of the constituents, or financial failure due to bankruptcy, and so on.

2.1.3 On account of currency of debarment by any Government agency

2.1.4 No Bidder shall submit more than one Bid for the work. The Bidder applying individually or as partnership firm or limited company shall not be entitled to submit another application either individually or as a member of any partnership or subsidiary firm/company as the case may be.

3. **Cost of Bidding:**

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

3.1. **Content of Bidding Documents:** The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB)/Notice Inviting Tender (NIT), the Bidding Documents include:

3.1.1. Instructions to Bidders (ITB)
3.1.2. General Conditions of Contract (GCC)
3.1.3. Special Conditions of Contract (SCC)
3.1.4. Technical Specifications (TS)
3.1.5. Sample Forms containing the following:
- Bid Form
- Price Schedule
- Proforma For Bank Guarantee for Earnest Money Deposit
- Agreement Form
- Performance Security Form

3.1.6. Qualification Requirements
3.1.7. Details of the personnel proposed for deployment along with relevant & qualification.
3.1.8. Integrity Pact
3.2. The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4. **Clarification of Bidding Documents**

4.1. A prospective bidder requiring any clarification on any of the bidding document may notify Employer by E-mail at the Employer's address indicated in the Invitation for bid in no case later than the due date prescribed in the IFB. Employer's response on the bid related queries will be hosted in CPPP portal on or before the date prescribed in IFB.
4.2. Corrigendum, if any, also shall only be hosted in the above said website. No press notification for any amendment/clarification will be issued. Bidders are advised to regularly visit both CPPP portal and Employer's website to keep themselves updated on the above.

5. **Amendment of Bidding Documents**

5.1. At any time prior to the deadline for submission of bids, Employer 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.
5.2. The amendment will be hosted on above mentioned websites only. Respective bidders are requested to visit the website regularly.
5.3. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, Employer may, at its discretion, extend the deadline for the submission of bids.

6. **Language of Bid**

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

7. **Documents Comprising the Bid**

7.1. The bid for the work will be based on two cover system (Part-I: Techno Commercial Bid and Part-II: Financial Bid (Price Bid)) as mentioned below:
- Techno Commercial Bid; and
- Financial/ Price Bid

7.2. The "Techno Commercial Bid" prepared by the Bidder shall comprise the following components:
7.2.1. A Bid Form except the Price Schedule completed in accordance with ITB Clause 9,Form 1.

7.2.2. A list of works tendered for and in hand/being executed as on the date of submission of tender.

7.2.3. A detailed list of man power who are proposed for deployment for the work under consideration.

7.2.4. Documentary evidence established in accordance with ITB Clause 12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31st March 2025 and Profit & Loss duly supported by ITR & GST returns.

7.2.5. Cost of tender deposit (non-refundable) in the form of e-Challan (e- receipt to be enclosed), without which bid is liable for summary rejection.

7.2.6. The requisite Earnest money deposit for participating in the tender in the form of e-Challan (e-receipt to be enclosed)/ Bank Guarantee furnished in accordance with ITB Clause 13. In case of Bank Guarantee submission towards EMD, Original as per format provided at Form No. 3 shall be submitted in hard Copy to the Employer without which the bid shall be rejected summarily.

7.2.7. Copt of PAN Number issued by Income Tax Authorities

7.2.8. Copy of GST Registration Certificate.

7.2.9. Copy of cancelled cheque

7.2.10. Copy of Registration with Provident Fund Authorities.

7.2.11. Power of Attorney (PoA) on Rs.100/- non-judicial stamp paper, in favor of the person authorized to sign the tender document. Notarized Original copy of Power of Attorney shall be sent to Employer to reach before due date without which bid is liable for rejection. PoA shall have the “Specimen Signature” of the person being authorized to sign in order to verify the signatures on the bid documents.

7.2.12. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.

7.2.13. The tenderer will have to give a certificate that he is not related to any officer of Employer (DCI) or any officer of the rank of Asst. Secretary or above in the Ministry of Ports, Shipping and Water ways, Government of India. The Consultants should give a declaration along with his tender about the names of the relatives, who are employed with the Employer. (Annexure-I)

7.2.14. The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid. (Annexure-II)

7.2.15. The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid (Annexure-II).

7.2.16. The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved (Annexure-III).

7.2.17. Vendor Code Creation form (Annexure –IV)

7.2.18. Details of personnel proposed to be engaged by the bidder for the work, along with the supportive documents & certificates (Annexure- VI).

7.2.19. Downloaded/Purchased Tender Document duly signed on all the pages by tenderer.

7.2.20. Contractor shall submit the Curriculum Vitae (CV) of each team member, duly supported by copies of original educational qualification certificates and service/experience certificates issued by previous employers or relevant authorities. These documents shall be provided to substantiate the contents of the CVs and to enable verification of the credentials of the deployed personnel by DCI.

7.2.21. The bidders should sign and submit “Integrity Pact” (02 sets) to be executed between the bidder and Employer in a separate envelope super scribed “Integrity Pact” before due date

and time of the tender. Bids not accompanied by a duly signed "Integrity Pact" on Rs.100/- non-judicial stamp paper shall be liable for rejection. Original of said Integrity Pact (02 sets) shall be submitted along with PoA within 3 days of submission of Technical Bid (Cover-A), without which bid is liable for rejection. (Annexure –V)

8. Not meeting the desired requirement for the intended work as per tender conditions, same will be technically disqualified and offer of the bidder will be rejected.

9. **Bid Form**

The Bidder shall complete the Bid Form (Form 1) except the Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 7.2.1 of ITB, duly sign and upload the same online in the "Techno-Commercial Bid".

10. **Bid Prices**

10.1. The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and upload the "rates/ file" online in the "Financial Bid/Price Bid (BOQ)".

10.2. The bidder shall quote his prices only in Price Schedule furnished in the bidding document and upload it online in the "Financial/Price Bid (BOQ)". 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 (BOQ) should not contain any counter conditions. Conditional tenders or tenders with counter conditions are liable for summary rejections.

10.3. Bidder must quote his rate for all the BOQ items. If rate is not quoted by bidder for any BOQ item, then the bid will be considered as invalid and shall be rejected.

11. **Bid Currencies**

Prices shall be quoted in Indian Rupees only.

12. **Documents Establishing Bidder's Eligibility and Qualifications**

12.1. Pursuant to Clause 7 of ITB & Pre-qualification criteria, 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. Tenderer can access tender documents on the website, fill them with all relevant information and upload the completed tender/bid document through CPPP portal only.

12.2. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Employer's satisfaction that the Bidder has the financial &technical, capability and competency necessary to perform the contract as per Qualification Requirements in Annexure VI. All bid documents as per tender requirement, including tender document, corrigenda/ addenda if any, should be attested with sign & seal of the bidder (all the pages) and are to be uploaded online at tender portal and no documents will be accepted offline as per Clause No.14 of IFB. Bidder not submitting any of the required documents will be liable for rejection.

12.3. The bidder should furnish the details of the men proposed for work as per Annexure VI

13. **Earnest Money Deposit (EMD):**

13.1. Pursuant to Clause No. 7.2.6 of ITB, the Bidder shall furnish, the Earnest Money Deposits by the way of e-challan (NEFT/RTGS) as indicated in the tender to be submitted as detailed from any Scheduled or Nationalized Indian Bank or by the way of unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank as per enclosed sample.

13.2. In case of bidders submitting Bank Guarantee towards Earnest Money Deposit for the tender, Original "Bank Guarantee" towards EMD shall be submitted to "General Manager (Technical), Dredging Corporation of India Ltd., 'Dredge House', HB Colony Main Road, Seethammadhara, Visakhapatnam – 530 022" in a separate envelope super scribed "Earnest Money Deposit for Tender No: DCI/HO/TECH/NAVCONSULT/2026-27 dated02.11.2026" and should reach the address mentioned in the tender before due date and time of tender submission. If the Original Bank Guarantee or proof of transaction towards EMD is not received by the above due date & time, the bid shall be summarily rejected.

13.3. The Earnest money is required to protect Employer against the risk of Bidder's conduct, which would warrant the earnest money forfeiture, pursuant to Clause No.13.6 of ITB.

13.4. The earnest money deposit submitted by way of bank guarantee shall be valid for 45 days beyond financial bid validity period.

13.5. Any bid not secured in accordance with ITB Clauses 13 will be rejected by the Employer as non-responsive, pursuant to ITB Clause 22.

13.6. Unsuccessful bidders' earnest money deposits will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Employer, pursuant to ITB Clause 14, without interest. In case of successful bidder, same shall be refunded not later than 30 days after submission of requisite Performance Security & execution of Contract Agreement by the bidder. The Earnest Money Deposit shall not carry any interest.

13.7. The earnest money deposits may be forfeited:

If a Bidder: Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or Does not accept the correction of errors pursuant to ITB Clause 22

In the case of a successful Bidder, if the Bidder fails:

To sign the contract in accordance with ITB Clause 28; or

To furnish performance security in accordance with ITB Clause 29.

13.8. For availing the benefits of MSME, all the participating bidders must be registered under MSME acts & relevant provisions in relevant trade/business and the proof of the same shall be submitted along with Bid to the extent as per the Government of India notifications in this regard

14. **Period of Validity of Bids**

14.1. The Tenderer should keep open the validity of the Bid for 180 days from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by email by Employer is made before the expiry of the initial validity period of 180 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender during validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of the Employer.

14.2. In case Employer asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 13 shall also be suitably extended.

15. **Format and Signing of Bid**

15.1. Special care shall be taken to write/type the rates in figures as well as in words in the price schedule such a way that no interpolation is possible.

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

16. **Separate Bids Viz. Technical Bid and Financial Bid/ Bill of Quantities:**

16.1. The Technical Bid containing all requisite enclosures are to be uploaded in pdf format under "Techno Commercial Bid" duly signed along with official seal on all pages.

16.2. The Financial Bid / Bill of Quantity (BOQ) containing only bid rates and amounts against each service are required to be uploaded under "Financial/ price Bid / Bill of Quantity (BOQ).

16.3. Both the above bids are to be uploaded at a time on or before the due date and time specified in the IFB. Tenderer should ensure that his tendered amount as per Financial/ price Bid/ Bill of Quantity (BOQ) are not mentioned in any other document directly or indirectly.

16.4. If any of the bids are not uploaded properly as required by CPPP portal, the said bids cannot be decrypted/opened by the Employer and hence the bids cannot be considered. In such cases, Employer will assume no responsibility and hence the bidders shall take proper care and ensure that their bids are properly uploaded with all the requisite documents.

17. **Deadline for Submission of Bids**

17.1. Online Bids must be uploaded in CPPP portal specified under Invitation for Bids (IFB), not later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.

17.2. Employer may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the Employer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. **Late Bids:**

Any bid received by the Employer after the deadline for submission of bids prescribed by the Employer, pursuant to ITB Clause 17 due to reason as mentioned in ITB Clause 17.2, will be rejected.

19. **Modification of Bids**

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

20. **Clarification of Bids**

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

21. **Preliminary Examination**

21.1. Employer will examine the Techno Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in IFB/NIT.

21.2. Prior to the detailed evaluation, pursuant to ITB Clause 21, the Employer will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 13), Applicable Law, and Taxes and Duties (GCC Clause 25.0), Performance Security (GCC Clause 5) and Force Majeure (GCC Clause 17.0) will be deemed to be a material deviation. Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the

Bidder. Further, non-submission of duly signed Tender document & non-furnishing of cost of Tender document also shall be deemed to consider as deviation.

21.3. If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

22. **Proposal Opening and Bid Evaluation**

22.1. Proposal Opening

22.1.1. Proposal opening shall be carried out in two stages.

(a) First, Technical Proposal of all the Proposals received shall be opened online on the date and time mentioned in NIT document.

(b) Financial Proposal of those Applicants getting Minimum Technical Score of 60 Marks as stipulated in this RFP document, shall be opened on a subsequent date, which will be notified to such Applicants.

(c) In the event of the specified date for the submission of Bids being declared a holiday for DCI, the Proposals will be opened at the appointed time and location on the next working day.

22.2. Technical proposal Evaluation

(1) Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at the time of evaluation (Test of Responsiveness).
A Proposal shall be considered responsive only if:

(a) It is received by the Proposal Due Date and time including any extension thereof, given in the Data Sheet.

(b) It is accompanied by the proof of payment of RFP processing fee

(c) It is accompanied by the Bid Security

(2) At the time of Technical Opening, Technical Proposal will be evaluated on the basis of Test of Responsiveness, as per clause 22.2. (1).

(3) Only responsive Proposals shall be further taken up for evaluation. The Client shall evaluate the technical Proposals on the basis of the Qualification & Experience of Key Personnel and Minimum Eligibility Criteria specified in the RFP document. In the first stage of evaluation, a proposal shall be rejected if it is found deficient or found not meeting the Technical Capacity.

(4) To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Applicants, the Client may, at its discretion, ask any Applicant for a clarification of its Proposal, giving a reasonable time for response. The Client, however, is not bound to accept the clarification submitted by the Proposal if found irrelevant. Client's request for clarification and the response shall be in writing or email.

(5) Technical Proposals will be evaluated first the Firm Experience, qualification and Experience of the Key Personnel to be met by the Applicants and thereafter the proposal shall be evaluated on the basis of marking system mentioned in Section – II, Clause 15 & 16.

(6) DCIL shall inform the Applicants, whose Technical Proposals fulfil the criteria stipulated in the RFP document, about the opening of Financial Proposal.

22.3. Financial Proposal Evaluation

(a) The Applicant achieving the highest weighted combined score (i.e. highest combined technical and financial score) will be the Successful Applicant and will be invited for contract signing (the "Successful Applicant"). BOQ-1 only will be considered for working out the financial score.

(b) In event of the highest weighted combined score of two or more Applicants being the same (Tie- Applicants), DCI

i) May award to the Applicant whose Technical Score is higher

OR

ii) Take any such measure as may deem fit in its sole discretion including annulment of the RFP process.

22.4. The Successful Applicant also mentioned hereinafter as H-1 Applicant shall be the Applicant with the highest weighted combined score. The Applicant getting the second highest weighted combined score shall be kept as reserve and may be invited at the discretion of the Client for negotiations in case the H-1 Applicants withdraws or fails to comply with the requirement mentioned in the RFP.

23. **Evaluation and Comparison**

23.1. The Financial/Price Bid/Bill of quantity (BOQ) of only those tenderers who have been qualified in the Technical Bid will be opened at a later date. The date and time of opening of Financial Bid/Bill of quantity (BOQ) shall be notified through CPPP portal and / or email.

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

23.2.1. 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.

23.2.2. If there is a discrepancy between words and figures, the amount in words will prevail.

23.2.3. If the consultants do not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

23.2.4. Bill of quantity (BOQ) shall be as detailed in BOQ description. The rates quoted/agreed under BOQ-1 & BOQ-2 shall be firm throughout the contract period including extension period and no enhancement on rates shall be entertained due to any reason.

24. **Contacting the Employer/ Dredging Corporation of India Ltd. (DCI)**

24.1. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact Employer on any matter related to the Bid, it should do so in writing.

24.2. Any effort by a Bidder to influence the Employer/its representatives in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

25. **Award Criteria**

Subject to ITB Clause 29, the Employer will award the contract to the successful Bidder whose bid has been determined to be the highest evaluated bid, i.e., lowest total amount of the final score. However, Employer reserves the right to accept or reject any bid as specified in ITB Clause 27.

26. **Right to Vary Period of Contract at Time of Award**

26.1. Contract period is initially for three years from the date of issue of work order and extendable for another two years at the sole discretion of DCI on same rates, terms, and conditions. For all extensions given by Employer, Consultants has to execute the work as per rates quoted in Schedule of Rates/Negotiated Rates and as per Contract Conditions laid in Tender Document. Employer reserves right regarding giving extension/curtailment, deciding period of extension/curtailment and decision in the matter will be final, binding on the Consultant and will not subject to the Arbitration.

26.2. In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving one-week notice. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 7 days' notice by DCI, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.

27. **Right to Accept Any Bid and to Reject Any or All Bids**

The EMPLOYER 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 and without incurring any liability to the affected Bidder or Bidders.

28. **Notification of Award:** Prior to the expiration of the period of bid validity, EMPLOYER will notify the successful Bidder in writing or e-mail, that its bid has been accepted. The notification of award will constitute the formation of the Contract.

29. **Signing of Contract**

At the same time as the EMPLOYER notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with EMPLOYER at his cost within 10 (Ten) days from date of issue of LoA.

30. **Performance Security**

Within 10 (Ten) days from date of issue of LoA from the EMPLOYER, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 29 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

31. **Corrupt or Fraudulent Practices**

The EMPLOYER requires that the Bidders/Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the EMPLOYER:

31.1. defines, for the purposes of this provision, the terms set forth below as follows:

31.2. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

31.3. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the EMPLOYER, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the EMPLOYER of the benefits of free and open competition;

31.4. Employer 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

31.5. Employer will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by EMPLOYER 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 EMPLOYER.

31.6. Furthermore, Bidders shall be aware of the provision stated in ITB Clause

32. **General:**

32.1. Bid Documents are not transferable.

32.2. Where the Bidder fails to enter a price or a rate in any, or part of the bills, then the bid will not be considered and will be treated as cancelled.

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

32.4. All Signatures in the Document shall be dated.

32.5. All Tender Documents shall be treated as private and confidential and must be returned to EMPLOYER, without defacing or altering.

32.6. 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.

32.7. All correspondences must be made to the General Manger (Technical), Dredging Corporation of India Ltd., Head Office, HB Colony Main Road, Seethammadhara, Visakhapatnam-530 022

****

SECTION – III – GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Definition:**

In this Contract, the following terms shall be interpreted as indicated:

- DCI/DCIL "Corporation" means the Dredging Corporation of India Limited (DCIL).
- "MD & CEO" means the Managing Director and Chief Executive Officer of DCIL.
- "RGM," means the Regional General Manager.
- "CPM" means Chief Project Manager
- "ERO/SRO/WRO" means Eastern/ Southern/ Western Regional Office
- "RO Delhi" means Registered Office, Delhi
- "PIC/ PM" means The Project Manager
- "PO" means the Project Office
- "HOD" means Head of Department
- "CONSULTANT" means Naval Architect & Project Management Consultant
- "The Contract" means the agreement entered into between DCIL and the Consultant, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- "The Contract Price" means the price payable to the Consultant under the Contract for the full and proper performance of its contractual obligations.
- "The Services" means all of the services, which the Consultant is required to supply to DCIL under the Contract.
- "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".
- "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- "Engineer" means DCIL's official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Consultant, to act as Engineer for the purpose of the` Contract, in place of the "Engineer" so designated.
- "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- "Consultant" means the person or persons, firm or company whose tender / offer has been accepted by DCIL and includes the Consultant's Representatives, heirs, successors, and assigns, if any permitted by DCIL.
- "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use (all of which are herein collectively referred to as the excepted risks).
- "GCC" means the General Conditions of Contract contained in this section.
- "SCC" means the Special Conditions of Contract contained in this tender
- "TS" means the Technical Specifications contained in this tender
- "Day" means calendar day.
- "Month" means the English calendar month.
- "Singular/Plural" Word importing the singular only, also includes the plural and vice- verse where the context so requires.

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

2. **Standards**

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

3. **The Contract & General Obligations of Consultant:**

3.1. **Applicability of Laws on the Contract:**

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

3.1.1. The Indian Contract Act, 1872
3.1.2. The Major Port Trust Act, 1963
3.1.3. The Code on social security, 2020
3.1.4. The code on wages, 2019
3.1.5. The occupational safety, health and working conditions code 2020.
3.1.6. The Dock Workers' Act, 1948
3.1.7. The Indian Arbitration and Conciliation Act (1996)

3.2. **Consultant to Execute Contract Agreement:**

Within 10 (ten) days from date of issue of LoA, the Consultant shall, at his own expense, enter into and execute a Contract Agreement in Duplicate, to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract.

3.3. **Interpretation of Contract Document – Engineers' Power**

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

3.4. **Consultant Cannot Sub-let the Work**

The Consultant shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of DCIL/ Employer.

3.4.1. the acts, defaults and neglect of any sub-Consultant, his agents, servants, or workmen as fully as if these were the acts, defaults or neglects of the Consultant himself or his agents, servants or workmen, and

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

3.5. **Consultants' Price is Inclusive of All Costs**

Unless otherwise specified, the Consultant shall be deemed to have included in his Tender/ Offer all his cost of man power, paid to the appropriate authorities and other things of every kind required for the completion of work excluding GST.

3.6. **Safety**

Consultant is Responsible for safety of their men and material and shall be solely responsible for all adequacy, stability and safety of all site operations, even if any prior approval thereto has been taken from the Employer or his Representative.

3.7. **Consultant to Supervise the Works**

Necessary and adequate supervision shall be provided by the Consultant during execution of work. The Consultant or his competent and authorized agent or representative shall give instructions to their team to follow DCI timelines and procedures.

3.8. **Damages**

Consultant is responsible for all damages to men/materials, caused by him during the course of work. The Consultant shall at his own protect and take all precautions in regard to the personnel or structure or services or properties belonging to the DCI/Employer and shall indemnify and keep indemnified the DCI/Employer against any claim for injury, loss or damage caused by the Consultant in connection with the execution of the work to the aforesaid properties, structures and services and/or to any person including the Consultant's workmen. Cost of insurance cover, if any, taken by the Consultant shall not be reimbursed by the EMPLOYER, unless otherwise stipulated in the Contract. Consultant is deemed to indemnify DCI, and the Employer for any of claim/loss/damage to anybody including third party on account of his operations in the work place as the case may be.

4. **Indemnify**

Consultant to Indemnify the Employer/DCI against all Claims for Loss, damages, etc.

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

4.2. Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.

4.3. Un-authorized obstruction or nuisance caused by the Consultant in respect of Public or Private Road, footpaths and other properties belonging to the EMPLOYER or any other person.

5. **Performance Security**

5.1. Within 10 (TEN) days from date of issue of LoA, the Consultant shall furnish Performance Security to EMPLOYER for the amount of 5% of the contract value.

5.2. The proceeds of the Performance Security shall be payable to the EMPLOYER as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.

5.3. Performance security for specified value shall be deposited by the Consultant by e-payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/Nationalized Indian Bank as Performance Security Deposit in favor of Dredging Corporation of India Limited payable at Visakhapatnam as per Pro - forma at Annexure enclosed. Bank Guarantee shall be valid till the completion of the contract including extended period if any, plus 60 days thereafter.

5.4. At the option of Consultant, EMD can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCIL as per account details given.

5.5. In case the contract is further extended by giving additional work value, sum equal to 5% of the additional contract value for the extended period of contract shall be deposited within 15 days after receiving a letter of extension of contract from EMPLOYER.

5.6. The same will be returned after completion of work duly certified by General Manager (Tech). If Bank Guarantee is submitted against Performance Security, it should be valid till the completion of the contract including extended of 60 days thereafter.

5.7. The performance security will be discharged by the EMPLOYER and returned to the Consultant not later than 60 days following the date of completion of the Consultant's performance obligations, clearance of final bill, under the Contract upon submission of "No Dues - No Claim" by the Consultant.

5.8. In addition to performance security, retention money shall be deducted from running bills @ 5% of bill value subject to maximum of 5% of contract value.

5.9. Performance security and retention money will not carry any interest.

6. **Insurance**

6.1. Insurance of deployed men is completely the responsibility of the Consultant.

6.2. The Consultant shall without limiting his or the EMPLOYER's obligation and responsibilities, endorsement of Co-insurance and waiver of subrogation in favor of EMPLOYER to be issued.

6.3. The Consultant shall have insurance for the Consultant's materials for the sum sufficient to provide for their replacement.

6.4. The Consultant shall have insurance against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract.

6.5. The Consultant shall have insurance against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the Consultant or any sub-Consultant (Insurance against Accident to Workmen)

6.6. The Consultant shall provide evidence to EMPLOYER, prior to the start of the work at site, that the insurances required under the contract have been affected.

6.7. The Consultant shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.

6.8. If the Consultant fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the EMPLOYER, then and in any such case the EMPLOYER 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 Consultant and recover the same as a debt due from the Consultant.

6.9. The consultant should be liable for workmen / employee compensation, third party liability, travel site deployment, statutory employee insurance, any insurance required by Shipyard / Port regulations.

6.10. In the event that the Consultant fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the Consultant shall indemnify EMPLOYER against all losses and claims arising from such failure.

7. **Payment:**

7.1. The Consultant's request for payment shall be made to the General Manager (Technical) in writing, accompanied by E-invoice in duplicate describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the contract without any counter conditions, as well as the appropriate SAC which is mentioned in DCIL work order to be indicated on invoice. Care should be taken that the corresponding GST component, if applicable, will be mentioned/ indicated separately in the E-invoice. Payment will be released after verification of GSTR2A for the said invoice.

7.2. The bills for CONSULTANCY services shall be based on the consolidated remuneration of the deployed team in Indian Rupees (INR), calculated for the actual man-days worked by each personnel and duly certified by DCI. Consultant Team shall assist the Employer as per the specified Scope of Work. Consultant shall also depute representatives at site for monitoring/ supervising and execution of the said ship building, ship repair activities on behalf of the Employer.

7.3. For processing payments against the Tax invoice raised under this BOQ item, the Contractor shall submit Tax invoice as per above. All expenses related to transportation, boarding, lodging, and any other costs incurred by the bidder for the above studies shall be deemed included within the quoted mark-up percentage. No additional payment will be made under any circumstances.

7.4. For the Project Management Unit (PMSU) services, the Consultant shall raise an invoice every month by the first (1st) week of the succeeding month, enclosing a Monthly Progress Report (MPR) detailing the work executed, deliverables achieved, and activities undertaken during the preceding month. The MPR shall be accompanied by an attendance sheet duly certified by the General Manager (Technical), DCI, for those on site and work done report for each personnel of PMSU personnel deployed under this contract. The requirement of personnel on site or at PMSU office will be as per the instructions of General Manager (Technical). However, at any point of time during the tenure of the contract the no. of people deployed at site will be minimum 2 from among those stated at para 4, Section-IV of SCC.

7.4.1 Consultant shall work as per the working calendar of DCI offices and on holidays in case of requirement. Working days for the personnel deployed at site/office will be in line with the working days of Yard/DCI office, as the case may be. In the event that any consultant avails leave exceeding three (3) days in a month, the Consultant shall deploy an equally qualified replacement (with prior approval of DCI) to ensure uninterrupted service delivery. In the absence of such replacement, the monthly payment shall be proportionately reduced corresponding to the number of excess leave days availed. The billing for each month shall therefore reflect such deductions, if any, based on the attendance record submitted with the MPR.

7.4.2 The payment shall be processed within forty-five (45) days of submission of a complete invoice and MPR (with attendance sheet), subject to satisfactory performance and approval by the General Manager (Technical), DCI. Applicable GST and statutory deductions, including retention money at five percent (5 %) of the bill value, shall be made in accordance with prevailing rules. Non-submission of the MPR, attendance sheet, or non-performance of assigned tasks in a given month may lead to withholding of that month's installment until compliance is achieved.

7.5 No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Consultant.

7.6 The payment shall be made through RTGS/NEFT from DCI Head Office, Visakhapatnam to the bank account, as provided by the Consultant in the tender. However, no interest will be paid for any delay in releasing of payment. GST will be reimbursed only when the service comes under GST, and will be paid for service rendered, subject to actual payment made by the party to the Government authorities. GSTR1 for each bill should be filed on a monthly basis and when the same will appear in our GSTR2A portal, payment against the invoice shall be released.

7.7 Out of pocket-expenses i.e. travel, lodging, and boarding are included in the quoted rates. No additional charges will be paid other than those mentioned in the BoQ.

8 Removal and / or Replacement of Personnel

8.4 The Client does not encourage replacement of the Consultant by the Applicant unless it has been explicitly asked by DCI.

8.5 If, however, due to some pressing needs, the firm proposes a replacement of consultant during the course of the assignment, the proposed Consultant shall have similar/ better profile as compared to the Consultant being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise of the consultant being replaced

8.6 If a consultant is being replaced, either by the consultant or on instructions of the DCI/Client, the replacement of consultant will have to be within 3 days with the consent of DCI or else LD as per Clause 15 of GCC will be applicable.

8.7 If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the

Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with similar/ better qualifications and experience acceptable to the DCI.

8.8 Any of the Personnel provided as a replacement under Clauses 6.6.2 above, the rate of the contract along with other terms and conditions will remain the same.

9 Prices

Prices charged by the Consultant for Services performed under the Contract shall not vary from the prices quoted by the Consultant.

10 Change Orders

10.4 The Employer may, at any time by a written order or an email give to the Consultant, make changes within the general scope of the Contract for the services to be provided by the Consultant.

10.5 If any such change causes an increase or decrease in the cost of or the time required for the Consultant's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Consultant for adjustment under this clause must be asserted within thirty (30) days from the date of the Consultant's receipt of the Employer's change order.

11 Contract Amendments

Subject to Clause 10 of GCC, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties**.**

12 Assignment

The Consultant shall not assign, in whole or in part, its obligations to perform under the Contract except with the Employer's prior written consent.

13 Subcontracts: The Consultant shall not subcontract any part of the work without written permission from Employer.

14 Delays in the Consultant's Performance.

14.4 The performance of Services shall be made by the Consultant in accordance with the LD Clause as below.

14.5 If at any time during performance of the Contract, the Consultant or its service providers should encounter conditions impeding timely performance of Services, the Consultant shall promptly notify the Employer in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Consultant's notice, the Employer shall evaluate the situation and may at its discretion extend the Consultant's time for performance, with or without liquidated damages.

15 Liquidated Damages

15.4 Deployment Compliance:

LD shall apply only in cases where the Agency fails to deploy the approved resources /fail to replace as per contract for more than 3 working days with/ without prior written approval of the Client.

LD Rate: 0.5 % of annual contract value per week or pro-rate per day of non-deployment per resource, subject to a maximum of 10% of annual contract value.

15.2 Quality & Responsiveness:

In case of repeated performance issues formally recorded by the Client and not rectified within 7 days of written communication, the Client may deduct up to 10 % of the monthly invoice.

15.3 No LD on Project Timelines:

LD shall not be applied for delays in project activities, as these are dependent on external approvals, inter-department coordination, and Client-driven decisions. The PMSU's role is advisory and facilitative, and therefore project delays cannot be solely attributed to the Agency.

15.4 Replacement of Resources:

If the Consultant intends to replace a deployed resource, or if the Client requests replacement of a resource, the Consultant shall ensure deployment of the replacement resource within 15 days of written intimation. LD may be imposed @0.5% per week of annual per resource contract value per day of delay beyond this period.

15.5 Any service not rendered as per the timelines specified in the contract, LD applicable at the rate of 0.5% per week or pro-rate on the Annual Contractual value.

15.6 The maximum liquidated damages (LD) applicable under this contract shall be limited to 10% of the total Contract Value. Upon reaching this limit, DCI reserves the right to rescind the contract at its sole discretion.

16.0 **Termination for Default**

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

i) If the Consultant fails to provide the service within the specified time or within any extension thereof granted by the Employer pursuant to Clause 14.5 of GCC; or

ii) If the Consultant fails to perform any other obligation(s) under the Contract.

iii) If the Consultant, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

- "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

16.2 In the event the Employer terminates the Contract in whole or in part, pursuant to Clause 15.1 of GCC, the Employer may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered, and the Consultant shall be liable to the Employer for any excess costs for such similar Services. However, the Consultant shall continue performance of the Contract to the extent not terminated.

17.0 **Force Majeure**

17.1 Notwithstanding the provisions of Clauses 14, 15 of GCC, the Consultant shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Employer in contractual capacity, wars or revolutions, fire, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes. In the event of Force Majeure continues for a period of 28 days, either party may then give notice of termination that shall take effect 7 days after giving of the notice.

17.3 In case of force majeure, extension time shall be granted for the approved “Force majeure” period.

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

18.0 **Termination for Insolvency.**

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

19.0 **Termination for Convenience.**

The Employer may, by written notice sent to the Consultant, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer’s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of one month will be given. Consultant shall be paid for the works executed as on date of Termination. In case of termination of contract by DCI client, the same shall be terminated by Employer without any compensation.

20.0 **Settlement of Disputes/ Arbitration clause**

20.1 If any dispute or difference of any kind whatsoever arises between Consultant and DCI in connection with or arising out of the Contract Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Departmental Resolution Committee nominated by Chief General Manager / Managing Director of DCI will try to resolve the dispute in an amicable way with the consent of DCI Management.

20.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, they may try to settle dispute through mediation before the panel of Independent External Monitors 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 dispute remains unresolved through mutual consultation between the parties or mediation by the panel of IEMs further action shall be taken for referring the dispute to arbitration as per the terms and conditions of the contract. No arbitration in respect of any matter shall be commenced unless such notice is given and the disputes shall be settled by arbitration under the provision of Indian Arbitration and Conciliation Act-1996

20.3 Arbitration and Conciliation Act-1996: Each party shall appoint an arbitrator

Parties may mutually appoint a sole arbitrator and the award of Arbitrators shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996). The Arbitrators shall give a reasoned award within six months from the date of the appointment of the sole arbitrator. The contract shall be governed by Indian Laws. The dispute arising out or under the contract will be subject to the exclusive jurisdiction of the Courts at Visakhapatnam only.

20.4 The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof.

20.5 The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

20.6 Further, the Arbitrator/ Arbitral Tribunal are precluded from awarding any interest for the pre-reference period and pendente lite period. The cost of Arbitral Tribunal will be borne equally by both parties. The Legal expenses including, but not limited to Advocate's professional fees, will be borne by the respective parties only.

21.0 **Limitation of Liability:**

Except in cases of gross negligence or willful misconduct, the Consultant shall not be liable to the Employer, 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 Consultant to pay liquidated damages to the Employer.

22.0 **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.

23.0 **Applicable Law**

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

24.0 **Compliance with Statutory Requirements:**

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

25.0 **Taxes and Duties**

25.1 The Consultant shall pay all taxes, levies, duties, etc. excluding GST which he/she may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract.

25.2 If any new taxes and/or increase/decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract. Any change in legislation during the contract period with regard to taxes, same will be applicable to this contract.

25.3 Bills/Invoices will be settled including GST and paid upon submission of proof of payment of GST for the previous bill and filling of returns.

25.4 Any change in legislation during the contract period with regard to taxes, same will be applicable to this contract.

25.5 GST registration number of the Consultant & DCIL shall be printed on the bill voucher. GST component should be shown separately on the bill which is only payable by DCIL.

26.0 **Income Tax Deduction/Tax deducted at source:**

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

27.0 **Employment of Relatives:**

The bidder shall enclose a certificate that “he/she 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 Shipping, Government of India”. The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCI.

28.0 **Notice to Consultant**

Every direction or notice to be given to the Consultant shall be deemed to have been duly served on or received by the Consultant, if the same is posted or sent by email to the address given in the tender or to the Consultant’s Site Office or in case of EMPLOYER’s enlisted Consultant to the address as appearing in the EMPLOYER’s Register or to the Registered Office of the Consultant. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch. Every direction or notice to be given to the Consultant shall be deemed to have been duly served on or received by the Consultant if it is sent through email. Consultant shall not change his email id from what he has notified in the Vendor Code Creation Form and EMPLOYER shall not be responsible for any consequences for any change of email id by the Consultant.

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

28.2 A notice shall be effective when delivered (email) or on the notice’s effective date, whichever is later.

28.3 The tenderer shall have to give a Certificate that the tenderer 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.

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

28.5 As Employer is an ISO 14001:2015, (Environmental Management System) certified company, DCI committed for prevention of pollution by implementing environmentally friendly operational procedures. Hence, the Consultant shall comply with all statutory and regulatory requirements pertaining to Environmental protection. Also, the Consultant shall adopt the environmentally friendly procedures for execution of the work to the maximum possible extent.

29.0 If the Consultant abandons the contract or fails to commence the work without valid reasons or unable to maintain sufficient progress as per the agreed program, Employer may after giving 7 days’ notice in writing to the Consultant, carry out the remaining work in full or part as deemed necessary at the cost and risk of the Consultant. The cost incurred due to the Consultant’s default as above or any other sum pending/to be recovered, will be deducted/ recovered from any payment/ sum due or becomes due to the Consultant from this contract or from any other contract without prejudice to any other method of recovery.

****

SECTION – IV – SPECIAL CONDITIONS OF THE CONTRACT (SCC)

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

SCOPE OF WORK (SoW)

1. **Objective & Overview**

The objective of this contract is to engage the Consultant to provide a dedicated Project Management Unit (PMSU) which is including the Site Supervision Team (SST) at any Indian Shipyard within the coastline of India. The Consultant shall act as the Owner's Representative, monitoring, inspecting, and auditing all phases of construction, engineering, installation, and testing to ensure compliance with the Building Contract, approved drawings, Classification Society rules, and Flag State regulations.

2. **Phase-by-Phase Scope of Services**

Phase 1: Pre-Construction, Bidding & Techno-Commercial Evaluation

Before physical construction or contract finalization, the Consultant will analyze shipyard and major equipment vendor proposals to optimize the owner's investment:

a) **Techno-Commercial Offer Review:**
- Conduct a rigorous evaluation of technical proposals submitted by shipyards and major component manufacturers (e.g., main engines, propulsion systems, automation).
- Verify that technical specifications meet or exceed the client's operational requirements, class rules, and environmental regulations.
- Identify hidden costs, exclusions, unrealistic lead times, or technical deficiencies within vendor commercial bids.
- Prepare a comprehensive Technical Compliance Matrix comparing competing offers side-by-side.

b) **Cost-Benefit Analysis (CBA):**
- Evaluate the financial payback periods, internal rate of return (IRR), and net present value (NPV) of premium equipment options versus baseline options.
- Weigh capital expenditure (CAPEX) increases against projected operational savings (OPEX) regarding fuel efficiency, crew sizing, and maintenance intervals.

c) **Drawing & Document Review:** Review shipyard working drawings, manufacturing data sheets, and vendor specifications to ensure they align with the basic contract design. Review the structural and outfitting models (utilizing 3D modelling and design platforms like AVEVA Marine, Tribon, NOVA Hull, ANSYS etc.,). The review shall ensure compliance of operational & maintenance ergonomics, clash-detection requirements, maintenance envelopes.

d) **Hydrodynamic & Structural Validation:** Audit and validate the shipyard's basic design calculations. Verify intact and damage stability parameters using NAPA software, and review the shipyard's Computational Fluid Dynamics (CFD) and Finite Element Method (FEM) reports using tools like ANSYS and ShipFlow to ensure hull resistance, wake fields, and structural integrity are optimized for dredging operations.

e) **Inspection & Test Plan (ITP) Alignment:** Review and agree upon the shipyard's ITP, defining all "Hold," "Witness," and "Review" points for the engineering disciplines.

f) **Kick-off Alignment:** Attend pre-construction meetings to establish communication protocols, safety standards, and reporting structures between the Owner, Shipyard, and Class Society.

Phase 2: Hull Construction & Structural Supervision

The Consultant will monitor the fabrication of the ship's hull and superstructure blocks:

a) **Material Certification:** Verify that all incoming steel plates, aluminum, profiles, and welding consumables have valid mill sheets and Class certificates.
b) **Block Fabrication & Alignment:** Inspect fit-up, alignment, and dimensional tolerances of individual blocks prior to welding.
c) **Welding Quality Control:** Monitor welder qualifications, non-destructive testing (NDT) reports (Radiographic, Ultrasonic, Magnetic Particle), and visual weld quality.
d) **Tank Testing:** Witness structural tightness testing (hydrostatic, pneumatic, or ultrasonic testing) of all tanks and watertight boundaries.

Phase 3: Outfitting & Machinery Installation
Monitoring the mechanical, piping, and electrical "heart" of the vessel:

a) **Machinery Alignment:** Witness the critical alignment and chocking of main engines, gearboxes, shaft lines, thrusters, and auxiliary machinery.
b) **Piping Systems:** Inspect pipe routing, supports, spool fabrication, flushing protocols, and pressure-testing of all marine systems (fuel, ballast, hydraulic, etc.).
c) **Electrical & Automation:** Supervise cable tray installations, cable pulling, megger (insulation) testing, switchboard hookups, and the integration of automation/navigation consoles.
d) **Surface Preparation & Coating:** Audit ambient conditions (humidity, steel temperature) and witness sandblasting profiles and paint dry-film thickness (DFT) measurements according to the PSPC (Protective Coatings) standards.
e) **SCADA Network Installation & Testing:** Supervise the installation of fiber optic/Ethernet backbones, verify PLC (Programmable Logic Controller) node installations, and witness initial loop checks and point-to-point wiring validations for all automated systems.

Phase 4: Commissioning & Sea Trials (HAT & SAT)
Ensuring all systems function dynamically as an integrated unit:

a) **Software Factory Acceptance Testing (FAT):** Attend or rigorously review the FAT for the SCADA and Dredge Control Software before it is installed on the vessel.
b) **Harbour Acceptance Trials (HAT):** Witness the dead-ship start, generator load tests, steering gear functional tests, and individual machinery system start-ups alongside the quay.
c) **Inclining Experiment:** Witness the physical inclining experiment to verify the vessel's lightship weight and vertical center of gravity (KG).
d) **Sea Trials Management:** Board the vessel for Sea Trials to witness and document overall performance:
    - Main engine endurance and speed runs.
    - Manoeuvrability trials
    - Noise and vibration level surveys in accommodation and workspaces.
    - Auxiliary system capacities under full operational loads.
e) **Dredging Trials (DT):** Witness and document real-world dredging operations, including loading cycles, overflow management, bottom door/valve discharge operations, and rainbowing or shore-discharge capabilities. Supervise the live tuning the PID Loops and automated sequences under full operational loads during the Dredging trials.

Phase 5: Delivery & As-Built Documentation

a) **Punch List Management:** Maintain, categorize, and systematically clear the "Punch List" (outstanding defects or remarks) with the shipyard before delivery.
b) **Certificates Review:** Verify that all Class Certificates, Flag State statutory certificates, and manufacturer warranties are complete and handed over.
c) **Final Delivery Protocol:** Provide a final construction completion report and recommend (or advise against) the signing of the Protocol of Delivery and Acceptance.

3. **Reporting & Project Management Deliverables**

The Consultant is expected to maintain strict transparency through the following deliverables:

a) **PERT Chart Preparation & Baseline Alignment:**

- Review the shipyard's master schedule and develop an independent, detailed PERT (Program Evaluation and Review Technique) chart mapping out all key milestones (Steel Cutting, Keel Laying, Launching, HAT, SAT, Delivery).
- Establish explicit dependencies between design approval, equipment delivery lead times, block fabrication sequences, and commissioning activities.

b) **Regular Schedule Updates & Critical Path Method (CPM) Analysis**:
- Update the PERT chart at scheduled intervals (e.g., bi-weekly or monthly) using actual progress data from the shipyard floor.
- Recalculate optimistic, pessimistic, and most likely durations to identify early structural slips or bottlenecks before they impact the final delivery date.

c) **Look-Ahead Report Generation:**
- Generate and issue recurring Look-Ahead Reports (typically 2-week and 4-week forecasts) to align resources.
- Highlight upcoming Hold, Witness, and Review points for the SST inspectors.
- Flag pending drawing approvals, critical equipment deliveries, or prerequisite shipyard tasks required to maintain schedule momentum.
- Milestone reports of Machinery and Key activities

d) **Daily Site Log:** A concise record of daily inspections, weather conditions, manpower levels, and notable milestones.
e) **Weekly Progress Reports:** Summaries of physical progress against the shipyard's master schedule, highlighted delays, and upcoming critical path items.
f) **Non-Conformance Reports (NCR):** Formal issuing of NCRs to the shipyard when materials or workmanship fail to meet standards, including tracking of corrective actions.
g) **Monthly Executive Summary:** A high-level report for the Client's corporate executives detailing financial milestone verifications, safety (HSE) statistics, and major project risks.

4. **Site Supervision Team (SST) Composition**

To fulfil this scope, the Consultant shall provide a qualified site team consisting of (but not limited to) the following personnel, either on a full-time or scheduled-visit basis:

(a) **Site Office Manager / Chief Supervisor:** Overall coordination, contract management, and main liaison with the Owner.
(b) **Hull / Structural Inspector:** Specialist in steelwork, welding, and NDT tracking.
(c) **Machinery / Piping Inspector:** Specialist in mechanical systems, propulsion and other outfitting viz., dragheads, cutter drives, dredge pumps, and specialized hydraulics.
(d) **Control Systems & SCADA Specialist / Electrical / Automation Inspector:** Specialist in power distribution, systems integration, and software testing, PLC logic, SCADA network architecture, and marine software integration. Must have proven experience reviewing FDS and commissioning automated dredge control systems
(e) **Naval Architect:** Specialist in review of the design / construction / fabrication drawings of the yard, monitoring the construction of ships as per approved drawings.

5. **Assistance for functions of Technical Department:**

To exercise the Shipbuilding and ship repair functions of Technical Department at Head office assistance shall be provided by a qualified team (min. 4 personnel) on full time basis. The team shall be stationed at DCI Office premises, and are to be capable of:

a) Evaluating ship's daily reports, PMS records, Performance reports, monthly logs and preparing appraisals on the Logged data for review of Ship superintendent.
b) Preparing draft notings, proposals, and reports as per the instructions of Ship superintendents
c) Assisting Ship Superintendents in preparation of Drydock Tenders, Scope of Works, Technical Specifications, and associated formats.

d) Assisting Ship Superintendents and Technical Dept staff in preparation of Monthly returns, Management appraisal reports / presentations and periodical reports.
e) Assisting Ship superintendent in supervision and documentation of Drydock repairs at the respective Shipyards.

6. **Correspondence:** All correspondence during execution of the contract must be made to General Manager (Technical), DCI HO, Visakhapatnam unless until it is specified.
7. In the event of temporary suspension due to discontinue of the project work, local problems etc., the work shall be suspended temporarily by giving 5-days' notice to the Consultant and 5-days' notice for resuming the work.
8. The quantity in Bill of Quantities (BOQ) is indicative. Payment will be made on actuals.
9. The Bidder should pay the minimum wages, bonus, medical expenses, over time, holiday wages, if any, to the personnel engaged for this work and comply with the provisions of Minimum Wages Act. The rates quoted are deemed to have included all the above provisions and no extra claim or whatsoever will be admitted. The Bidder shall ensure that regular and timely remittances are made by them during the contract period towards PF contribution to the appropriate authorities pertaining to all his workmen and produce the receipt obtained from PF authority to this effect to confirm the remittance without which, bill will not be processed for payment.
10. The firm shall not directly approach our client or any other authority to resolve issues in connection with performing the service without DCI's persuasion/intervention.
11. All claims should be submitted with supporting documents like daily reports duly signed by authorized DCIL representative etc.
12. Consultant has to quote his rate for item in BOQ and quoted rates are inclusive of all except GST.
13. Consultant has to obtain labor license and comply with labor regulations, PF act etc., permission from statutory authority, if any, as necessary, at his own cost. DCI will provide only documentary assistance if any required, in obtaining the same.
14. No Price variation charges on any account are payable during the entire contract period, including extension if any.

15. **Contract Period:**

The initial contract is for 2 year from the date of commencement of work and extendable for a further period of one years at discretion of DCI and as per as per same rate, terms and conditions. Payment will be on actuals on monthly basis upon submission of supporting documents.

16. **Failure of the Consultant (Risk & Cost):**

If the Consultant abandons the contract or fails to commence the work without valid reasons or is unable to maintain sufficient progress as per the agreed programme, or no replacement is made by the Consultant within reasonable time and work completion gets delayed or there is failure of the Consultant to supply the service within stipulated time as per DCI supply order, or loss or damage is suffered by DCI or its clients, DCI may give 5 days' notice to rectify the works. If the rectification of said work is not to the satisfaction of DCI, apart from forfeiture of dues payable to the Consultant, the balance work in full or part as deemed necessary, shall be carried out at the risk and cost of the Consultant. In this regard the total expenditure incurred will be deducted from the bills/balance amounts due to the Consultant. If the total expenditure is more than the bills/balance amounts due to the Consultant, then after adjustment from the bills/balance amounts due, the remaining is to be borne by the Consultant and will be recovered from any sum /amounts payable to the Consultant by DCI and /or as debt due.

17. The Consultant and his employees should strictly follow precautionary measures for any epidemic/pandemic and shall comply central/state rules & regulations pertaining with any other epidemic/pandemic.

18. Confidentiality / intellectual property: All reports, drawings, calculations, review comments, databases, registers and project documentation prepared specifically for DCI shall become/vest in DCI, subject to third-party proprietary rights.

The Consultant will receive:

- vessel designs;
- drawings;
- specifications;
- cost information;
- shipyard quotations;
- proprietary technology;
- equipment data;
- DCI operational requirements.

No disclosure to third parties without DCI's written approval. All reports, drawings, calculations, review comments, databases, registers and project documentation prepared specifically for DCI shall become/vest in DCI, subject to third-party proprietary rights.

19. Design/Technical Change Control: No change to: specification; equipment; maker; design; material; capacity; performance; class notation; statutory requirement; delivery schedule; contract price should be accepted/recommended without the Consultant submitting a technical and commercial impact assessment.

20. Delay monitoring / LD recommendation: Consultant should forward a monthly baseline vs actual; critical path; slippage analysis; 30/60/90-day look-ahead; recovery plan; delay attribution; delay notification; impact assessment; mitigation recommendations. Further, the Consultant should have an explicit obligation to alert DCI immediately upon identification of a critical delay**.**

21. Liability / professional responsibility: The Consultant is responsible for negligence; failure to exercise reasonable professional skill; failure to identify material deviations that a competent consultant should identify; failure to perform agreed inspections; false certification; unauthorised approval; confidentiality breach. Whereas the shipyard is responsible for construction; workmanship; design responsibility where contractually assigned; defects; equipment performance; statutory compliance; warranty.

****

SECTION V – SAMPLE FORMS

Notes on Sample Forms

1. The bidder shall complete and submit with its Techno-Commercial bid the Bid Form.

2. The price schedule shall be submitted only along with the Financial/Price Bid (BOQ) (***Cover B***).

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

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

5. The Performance Security form should not be completed by the bidders at the time of their bid preparation. Only the successful bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.

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

Form 1 -Bid Form

Date:

To:
The Dredging Corporation of India Limited,
Dredge House, HB Colony Main Road,
Seethammadhara, Visakhapatnam – 530 022.

Gentlemen:

Having examined the bidding documents including Addenda Nos.[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of services] 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.

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 _____

Form 2 - Price Schedule

PREAMBLE TO PRICE BID

1. The items given in the Bill of, payable on the basis of certification by nominated DCI representative.
2. No other charges, other than those specified in the tender conditions shall be payable.
3. The rates quoted in Bill of quantity (BOQ) shall be inclusive of accommodation, food, travel, medical facilities etc. and should comply labour rules and regulations issued by Labour commission from time to time. DCI will not be responsible for any litigations or any other issues related with personal employed for DCI works and has to be sorted out by the Consultant. The rates quoted/agreed shall be firm throughout the contract period including extension period and no enhancement on rates shall be entertained due to any reason.
4. Bidders to note that, all the items in the BOQ must be filled. In case if any BOQ item is not quoted by bidder, then the bid will be considered as invalid and shall be rejected.

BILL OF QUANTITIES-1: Ship building & Project Management Services

Name of the work:		Engaging a Shipbuilding & Project Monitoring Consultancy Firm for Design, Construction and Delivery of New TSHDs, CSD & ICSDs to DCI			
S. No.	Description	Required No. of Personnel	Required no. of Man Months	Quoted Amount in Figures per Man Month	Total Amount in Rs (in Figures).
1.	Team Leader / Project Manager	1	24		
2.	Lead Naval Architect	1	24		
3.	Hull / Structural Inspector	1	24		
4.	Machinery / Piping Inspector	1	24		
5.	Control Systems & SCADA Specialist / Electrical / Automation Inspector	1	24		
6.	Assitance to Technical Dept.	4	24		
Total Amount in words					
GST					
Total amount including GST					

FORM 3 - BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No:
Date:
To
The Dredging Corporation of India,
Corporate office, HB Colony Main Road,
Seethammadhara,
Visakhapatnam – 530 022.

WHERE AS_____(hereinafter) called "the Tenderer" has submitted its tender dated _____for the execution of (name of work)_____(hereinafter called "the Tender") in favor of DREDGING CORPORATION OF INDIA LIMITED, Corporate office, H.B. Colony Main Road, Seethammadhara, Visakhapatnam – 530 022 hereinafter called the "CORPORATION".

KNOW ALL MEN by these presents that we, _____(Bankers full address) (Hereinafter called "the Bank" is bound unto the Corporation for the sum of Rs_____ _____/- (Rupees_____only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender during the period of Tender validity specified in the Tender,
   (or)
2. having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity,
   (or)
3. fails or refuses to submit the Performance Security /execute the Agreement.

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

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs._____/- (Rupees_____only) and will remain in force up to 90 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)

FORM 4 - CONTRACT AGREEMENT

This agreement made this _____day of _____

BETWEEN

DREDGING CORPORATION OF INDIA LIMITED (DCI), a body corporate under consortium of four major Ports viz., Visakhapatnam Port Authority, Paradip Port Authority, Jawaharlal Nehru Port Authority and Deendayal Port Authority and having its registered office at **Core – 2, First Floor, Scope Minar, Laxmi Nagar District Centre, Delhi – 110092** (Hereinafter called "the Employer", "which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part

AND

_____(Name and address of the CONSULTANT if any individual and of all partners if a Partnership with all their addresses) (Hereinafter called the "CONSULTANT" which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part.

WHEREAS the "Employer" is desirous of the works of "……." invited vide NIT No. ……., and the Consultant has offered to execute the works of "……."

AND WHEREAS the CONSULTANT has deposited a sum of Rs. _____/- as Performance Security in the form of _____for the due fulfillment of all the Conditions of the Contract:

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
   - The Work Order No.
   - The Contract Agreement
   - The Letter of Acceptance/Work Order
   - The Tender submitted by the Consultant
   - Instructions to Tenderer
   - Conditions of Contract
   - Specification for the Works
   - Price Bid
   - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (*to be enumerated*).

3. That the Consultant 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 Consultant 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:

CONSULTANT	EMPLOYER
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Seal:	Seal:

In presence of the Witness

Signature:	Signature:
Name:	Name:

FORM 5 -BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

Bank Guarantee No.
Date:

To
Dredging Corporation of India Limited
The Dredging Corporation of India,
Corporate office, HB Colony Main Road,
Seethammadhara,
Visakhapatnam – 530 022.

1. In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its corporate office, H.B. Colony Main Road, Seethammadhara, Visakhapatnam – 530022 India (herein after called the "DCI") having agreed to exempt M/s._____ having its Registered Office at _____ _____(herein after called the said "Consultant" from the demand under the terms and conditions of an Agreement/ Contract/Work Order dated _____ made between DCI and Consultant for _____(herein after called the said "Agreement"), of Security Deposit for the due fulfillment by the said Consultant of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs._____ _____/- (Rupees _____Only), we _____ _____(Hereinafter referred to as "the Bank" (indicate the name of the Bank) at the request of M/s._____ (Consultant) do hereby undertake to pay to the DCI an amount not exceeding Rs._____/- against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Consultant of any of the terms and conditions contained in the said Agreement.

2. We, _____ (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the DCI without reference to the Consultant. 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 not withstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

4. We _____further (Indicate name of the Bank) agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on _____, we shall be discharged from all liability under this guarantee thereafter.

Signature of the Tenderer

5. We, _____further agree (Indicate name of the Bank) that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant 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 Consultant 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 Consultant or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Consultant 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. The performance security will be discharged by the DCI and returned to the Consultant not later than 60 (Sixty) days following the date of completion of the Consultant's performance obligations, including any warranty obligations, clearance of final bill, under the contract.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

7. We, _____lastly (Indicate name of the Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.

8. This guarantee will remain in force until _____. All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs._____/- (Rupees _____ _____ Only).

Dated_____day of_____2026
For

_____
(Indicate Name of the Bank)

ON BIDDER's LETTER HEAD
PROFORMA

Annexure -I

To:
The Dredging Corporation of India Limited,
Dredge House, HB Colony Main Road,
Seethammadhara, Visakhapatnam – 530 022

Sir,

Sub: Engaging a Shipbuilding & Project monitoring Consultancy Firm for Design, Construction and Delivery of New TSHDs, CSDs & ICSDs – Reg.

With reference to your Tender No. DCI/HO/TECH/NAVCONSULT/2026-27 dt.02.11.2026 and as per Clause No.7.2.13 of ITB of Contract, 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 Limited.

'or'

A. 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 are given below:

1. _____
2. _____
3. _____
4. _____

Thanking you,

Yours faithfully,

*Strike out 'A' or 'B', whichever is not applicable.

Signature of the Tenderer

ON BIDDER's LETTER HEAD
PROFORMA

Annexure -II

To:
The Dredging Corporation of India Limited,
Dredge House, HB Colony Main Road,
Seethammadhara, Visakhapatnam – 530 022

Sir,

Sub: Engaging a Shipbuilding & Project monitoring Consultancy Firm for Design, Construction and Delivery of New TSHDs, CSDs & ICSDs – Reg.

A. With reference to your your Tender No. DCI/HO/TECH/NAVCONSULT/2026-27 dt.02.11.2026 and as per Clause No.7.2.14 of ITB of Contract, 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 Prevention of Corruption Act in connection with the bid.

and,

B. As per Clause No.7.2.15 of ITB of Contract, 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

ON BIDDER's LETTER HEAD
PROFORMA

Annexure –III

To:
The Dredging Corporation of India Limited,
Dredge House, HB Colony Main Road,
Seethammadhara, Visakhapatnam – 530 022

Sir,

Sub: Engaging a Shipbuilding & Project monitoring Consultancy Firm for Design, Construction and Delivery of New TSHDs, CSDs & ICSDs – Reg.

A. With reference to your Tender No. DCI/HO/TECH/NAVCONSULT/2026-27 dt.02.11.2026 and as per Clause No.7.2.16 of ITB of Contract, we hereby certify that, we do not have any current litigation with any party/firms.

'or'

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

1. _____
2. _____
3. _____
4. _____

Thanking you,

Yours faithfully,

*Strike out 'A' or 'B', whichever is not applicable.

Signature of the Tenderer

Annexure-IV

FORM FOR VENDOR CODE CREATION			
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 (Tick whichever is applicable)		
Note: In case vendor does not provide PAN, TDS @ 20% will be deducted			
3.0 Bank Details: (Copy of cancelled cheque needs to be attached)			
Bank Name, Branch & City			
Bank Account Number		**IFSC Code**	

Signature of the Tenderer

Annexure-V

Integrity Pact Form
Instructions for Execution of this Integrity Pact

1. As per ITB, GCC and SCC Clauses of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
3. The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchases should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:

   "This stamp paper is an integral part of the Integrity Pact executed by us for [Insert the name of the package] Package and Specification Number [Insert Specification Number: package]" [Sample is given overleaf]

   In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:
   "The Integrity Pact executed by us for [Insert the name of the package] Package and Specification Number [Insert Specification Number of the package] is enclosed herewith "[Sample is given overleaf]

4. Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
5. All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
6. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
7. The Bidder shall not change the contents of the Integrity Pact.
8. 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.

Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly.

(These are instructions for execution and does not form part of the Integrity Pact)

Rs.100/- Non-judicial Stamp Paper

INTEGRITY PACT
Between
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 tender No. DCI/HO/OPS/TENDERING/2025-26, Date:30-12-2025 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)/Contractor(s)

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

Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
   a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
   b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(S) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or he contract execution.
   c. The Principal shall exclude from the process all known persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the BNS/Pc Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

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

1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
   a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
   b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to price, specifications, certifications, subsidiary contracts, submission or non-submission in the tender process.
   c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant BNS/ PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes 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.

d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractors(s) of India Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.

e. The Bidder(s)/Contactor(s) shall, when presenting their bid, disclosed any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

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

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

Section 3 – Disqualification from the 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 their 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 laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/ Bid Security.
2) If the Principal has terminated the contract according to Section 3 , or if the Principal is entitled to terminate the contractor according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1) The Bidder declares that no previous transgression occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors
In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)
If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or is the Principal has substantive suspicion in this regard, the Principal shall inform the same to the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
3) The Bidder(S)/Contractor(s) accepts that the monitor has the right to access without restriction, all Project documentation of the Principal , including that provided by the Contractor . Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors.
4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Sub-Contractors(s) with confidentiality. The Monitor has also signed declaration on Non-Disclosure of Confidential information and Absence of conflict of interest in case of any conflict of interest arising later, the IEM shall inform the management of the principal and recuse themselves from that case.
5) The Principal shall provide the Monitor with sufficient information about all meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
6) As soon as the Monitor notices, or believes to notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or 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.
7) The Monitor shall submit a written report to the Management of the Principal, 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.
8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant BNS/PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central vigilance Commissioner.
9) 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, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

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 Management of the Principal.

Section 10 – Other provisions

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/Contract is issued.
2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall to come to an agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
5) Issues like Warranty/Guarantee, etc., shall be outside the purview of IEMs.
6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

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

Annexure-VI

FORMAT OF CURRICULUM VITAE (CV) OF PROPOSED KEY PROFESSIONAL / STAFF

Proposed Position : ……

Name of firm: ……

Name of Staff : ……

Profession : ……

Date of Birth : ……

Years with Firm/Entity: ……..…….. Nationality: ……

Membership of Professional Societies : ……..

Details of task assigned in the previous engagements:

……
……
……
……

Key Qualification
(Give an outline of staff member's experience and training most pertinent to tasks on Assignment. Describe degree of responsibility held by staff member on relevant previous Assignments and give dates and locations. Use about half a page.)

Education:
(Summarise college/university and other specialised education of staff member.)

EMPLOYMENT RECORD:
(Starting with the present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organisations, titles of positions held and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.)

Languages:
(For English language indicate proficiency: excellent, good, fair or poor, in speaking, reading and writing.)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe qualifications and experience.
_____ Date: _____

(Signature of staff member or authorised representative of the firm)

Day/Month/Year.

Annexure-VII

STRUCTURE OF CONSULTANT's ORGANIZATION

1) Name of Applicant :
2) Name of the Owner :
3) Address :
4) Telephone No. :
5) E-mail id [2 nos.]
6) Fax No. :
7) Description of Applicant (Consultant) :
8) Registration and Classification of Agency :
9) Name and address of bankers :
10) Number of years of experience as a general Third Party Certification Cum Survey Agency :-
    a) In own Country :
    b) Internationally :
11) Number of years of experience as a sub-Consultant :
12) Name and Address of partners or associated companies to be involved in the project and whether Parent/ Subsidiary/other :
13) Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc. :
14) Name and address of the companies/ Sub-Consultants who will be involved in the execution of Works, namely: :
15) Attach organization chart showing the structure of the company including names of Directors/Key Personnel at Head Office who would be responsible for the project and a separate chart showing proposed organizational set up of the assignment.

SIGNATURE OF BIDDER

Annexure-VIII

UNDERTAKING REGARDING EPF AND ESI REGISTRATION

(To be furnished on India Non-Judicial Stamp Paper worth Rs. 200/-)

I/We, M/s. ……..(Name & address of the Tenderer) solemnly affirm and undertake that I/We knew that the contract employees, employed in or in connection with activities of Dredging Corporation of India Ltd are covered under the EPF & MP Act, 1952 and ESI Act, 1948 and Code Numbers are allotted by the respective statutory authorities and contributions are paid in respect of them.

Whereas the employees employed by M/s…… …….. (Name & address of the Tenderer) are excluded under Section 2 (f) of the Employees Provident Fund Scheme, 1952 and are drawing wages more than statutory limit prescribed for enrolling under the EPF scheme. Similarly the employees employed are drawing wages more than the statutory limit prescribed under section 2(9) of the ESI Act also.

Now I/We shall undertake that if the statutory limit for enrolment under the said scheme and Act are enhanced we will pay the entire amount due to the statutory organizations under the EPF & MP Act, 1952 and ESI Act, 1948. I/We shall submit the details of wages of the employees to Dredging Corporation of India Ltd for verification.

I/We further undertake that we shall indemnify Dredging Corporation of India Ltd from any claim and/or any actions arising thereof under both the above scheme and Act and shall take full responsibility for all the consequences arising in this regard.

SIGNATURE OF THE BIDDER

Signature of the Tenderer