



**DREDGING CORPORATION OF INDIA LIMITED**

DCI Head Office: Dredge House

HB Colony : Seethammadhara,

Visakhapatnam-530022,

Andhra Pradesh

E – Mail Id: [durgaprasad@dcil.co.in](mailto:durgaprasad@dcil.co.in) & [bharathi@dcil.co.in](mailto:bharathi@dcil.co.in)

**Tender Ref.:** DCIL/MAT/GEM/DR17-UPPER AND LOWER CHAIN/2024-25

Date: 14-08-2024

TENDER FOR SUPPLY OF UPPER AND LOWER CHAIN, CONNECTING PLATE  
AND D-SHACKLES TO DCI DREDGER - XVII

## **NOTICE INVITING GEM-TENDER**

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

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

The tender document shall be downloaded from GEM Portal. Downloaded document shall be signed and shall be uploaded along with all specified documents mentioned in tender. The offers have to be submitted online through the GEM portal stated above based on the Tender document, uploaded in websites mentioned above before the closing date and time. The tenderer has to get them enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrollment is free of cost and one time activity only.

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

### **Dredging Corporation of India Ltd. reserves the right to:**

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

Sd/-  
Head Of Department (Materials)  
Dredging Corporation of India Limited  
Head Office, Visakhapatnam.

## **SECTION – I**

### **INVITATION FOR BIDS (IFB)**

DCI intends to procure Upper and Lower Chain, Connecting plate and D-Shackles for ship's Operation. In this regard, sealed Tenders are invited on two-bid systems through GEM from competent and experienced firms for the following service. Tenderers have to submit the offer through GEM portal <http://www.gem.gov.in>. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrollment is free of cost and onetime activity only. The complete tender document shall be available on the website of DCI- <http://www.dredge-india.com> and GEM <http://www.gem.gov.in>.

1.	Name of Supply/Work	Supply of Upper and Lower Chain, Connecting plate and D-Shackles with for DCI DREDGER - XVII
2.	Delivery Period	Item wise delivery schedule mentioned in Annexure-A of Tender document.
3.	Cost of Tender document*	Rs.1,180/- (Inclusive of GST@18%)
4.	Earnest Money Deposit (EMD)*	Rs.84,480/-
5.	Validity of the Tender	(180) One Hundred and Eighty days from the date of opening of Tender.
6.	Availability of bid Document in DCIL & GEM website for downloading	From 14-08-2024 to 28-08-2024 up to 1500 Hrs
7.	Last Date & time of submission of Bid and EMD	28-08-2024 up to 1500 Hrs
8.	Date and time of opening of : a) Technical bid b) Price Bid	a) 28-08-2024 at 1530 Hrs b) Will be intimated later
9.	Detail of Bank account of DCIL to which bidders can pay following: 1. Cost of Tender documents, 2. EMD, 3. Performance Security, Or, for any other payments due to be paid to DCIL.	Company Name: Dredging Corporation of India Limited Bank Name : Canara Bank DCI Ltd. Branch : Visakhapatnam IFSC Code : CNRB0013583 Swift Code : SYNBINBB032 Account Type : Current account Account No. : 35833070000014

1. Interested suppliers dealing with above can download the tender documents from the website: [www.dredge-india.com](http://www.dredge-india.com), [www.gem.gov.in](http://www.gem.gov.in) and same has to be submit through GEM.
2. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of :

The HOD (MATERIALS)  
Dredging Corporation of India Ltd.,  
Materials Division, 3<sup>rd</sup> Floor,  
Dredge House, HB Colony, Visakhapatnam – 530 022.  
Telephone: 0891- 2871291/332/367  
E-mail : [durgaprasad@dcil.co.in](mailto:durgaprasad@dcil.co.in) & [bharathi@dcil.co.in](mailto:bharathi@dcil.co.in)

2. Tender document can be downloaded from the website: <http://www.dredge-india.com>, [www.gem.gov.in](http://www.gem.gov.in) and those who wish to participate in bidding should submit Rs.1,180/- (Rupees One Thousand one hundred and Eighty only) (non-refundable) inclusive of 18% GST towards cost of tender documents through online RTGS/NEFT before due date and Earnest Money Deposit (EMD) for Rs. 84,480/- (Rupees Eighty Four Thousand Four Hundred and Eighty Only) (Refundable) in form of NEFT/RTGS/Bank Guarantee along with the tender before bid submission end date and the same should be scanned and uploaded in GEM Portal at the time of bid submission.

Note: Exemption of EMD & Tender Fee is applicable for MSME/NSIC/MII Vendors and exemption of EMD for DCI registered vendors whose validity exists, proof of documents to be submitted by bidder.

3. Last date & time for online submission of the bid & relevant documents as per the tender document is on 28.08.2024 at 1500 Hrs and will be opened on 28.08.2024 at 1530 Hrs.
4. The corporation reserves the right to accept or decline to accept the tender to any part of Tenderer at its sole discretion and no correspondence will be entertained in this respect.
5. A Technical Bid (Envelope A) will be opened at **1530 Hrs** on the same day on **28.08.2024** through GEM Portal.
6. After examining the responsiveness of the Technical Bid, the Price Bid of the qualified bids will only be opened.

HOD (MATERIAL)  
DCIL, VISAKHAPATNAM

**SECTION-II**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**A. Introduction**

**1. Requirements for participation in E-Tenders through GEM:**

In order to submit the online offer on GEM Portal the bidders should meet the following requirements:

- 1.1 PC connected with Internet (For details, visit home page of GEM (portal). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidders premises to access the GEM website. Under no circumstances, DCI shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the GEM system or internet connectivity failures.
- 1.2 Online enrollment/Registration with GEM portal with valid verification. The online enrollment/registration of the bidders on the portal is free of cost and one-time activity only. The registration should be in the name of bidder or his authorized person. It shall be the responsibility of the tenderer to ensure that they get registered with the GEM portal well in advance and download the documents before the last date and time for the same.

**2. Eligible Bidders:**

- 2.1 This Invitation for Bids is open to all Supplier / firms who satisfy the conditions stipulated in the bid document.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Dredging Corporation of India Limited (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 2.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI Clients in accordance with [ITB Clause 36](#).

**3. Cost of Bidding:**

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

## **A. The Bidding Documents**

### **4. Content of Bidding Documents:**

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

#### **i. Technical Bid (Cover-A)**

- a) Section-I : [Invitation for Bids \(IFB\)](#)
- b) Section-II : [Instructions to Bidders \(ITB\)](#)
- c) Section-III : [BID Data Sheet \(BDS\)](#)
- d) Section-IV : [General Conditions of Contract \(GCC\)](#)
- e) Section-V : [Special Conditions of Contract \(SCC\)](#)
- f) Section-VI : [Schedule of requirements \(Technical Bid\)](#)

#### **ii. Price Bid /Bill of Quantities (BOQ) (Cover-B)**

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder risk and may result in the rejection of its bid.

### **5. Amendment of Bidding Documents:**

- a. At any time prior to the deadline for submission of bids, DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment/corrigendum.
- b. The amendment/corrigendum will be uploaded in <https://www.gem.gov.in> and <https://www.dredge-india.com> only and all prospective Bidders should visit from time to time website before submission of bid.
- c. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, DCI may, at its discretion, extend the deadline for the submission of bids, if necessary.

## **B. Preparation of Bids**

### **6. Details to be submitted:**

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

## **7. Language of Bid:**

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

## **8. Communication:**

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

## **9. Documents Comprising the Bid:**

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

The Bids shall be in Two Cover System consisting of:  
Technical Bid and Price Bid/ Bill of quantities

### **9.1 Technical Bid:**

The Cover-A-Technical Bid, contains the pre-qualification criteria and other Technical terms & conditions and other documents. The information required as per page 03 of 35 shall be filled in the prescribed format and uploaded along with the requisite documents/ Annexures in the Technical Folder in the order stated [ITB Clause 9.1\(1\) to 9.1\(14\)](#). The documents need to be provided on the letter head of the bidder wherever asked for and signed and stamped by the authorized person of the bidder. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

1. A Bid Form except the Price Schedule
2. A list of supply bided for and in hand / being executed as on the date of submission of bid with proof of documents.
3. Documentary evidence to establish that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of:
  - i) Audited balance sheets, profit & loss statement & IT returns for the last three financial years ending 31<sup>st</sup> March 2024.
  - ii) Copies of purchase orders (POs), delivery note/challans/receipts & invoices duly acknowledged/receipted by purchaser(s)/buyer(s) with signature & stamp of the authorized signatory (of buyer/purchaser), evidencing experience of having successfully completed Supply/Works of similar nature during last 7 years ending March 2024.
4. Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail-id [treasury@dcil.co.in](mailto:treasury@dcil.co.in) along with electronic receipt/ UTR.

5. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of e-Payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- [treasury@dcil.co.in](mailto:treasury@dcil.co.in) along with electronic receipt/ UTR.
6. Copies of original document defining the constitution or legal status, Place of registration and principal place of business of the company or Partnership.
7. Copy of PAN Card.
8. Copy of GST Registration Certificate.
9. Bank details along with copy of cancelled cheque.
10. Power of Attorney on Rs. 200/- stamp paper (non-judicial), duly notarized, in favor of the person authorized to sign the tender document. (If the tender document is signed by owner/proprietor of the firm, then also, he shall authorize himself for the same on stamp paper.)
11. Annexures-I, III to VI (On company letter head).
12. Check list for Technical Bid.
13. Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer.
14. Other documents prescribed in this bid document not mentioned above.

## **9.2 Price bid :**

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

## **10. Bid Form:**

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

## **11. Bid Prices:**

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



## 12. Bid Currencies:

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

**Documents Establishing Bidder's Eligibility and Qualifications Pursuant to [ITB Clause 9](#), the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.**

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

## 13. Period of Validity of Bids :

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

In case DCI asks for extension in validity of bid, the earnest money deposit provided under [ITB Clause 15](#) shall also be suitably extended.

## 14. Earnest Money Deposit (EMD):

- a. Pursuant to [ITB Clause 9.1\(6\)](#), the Bidder shall furnish, the Earnest Money Deposit for an amount of **Rs. 84,480/- (Rupees Eighty Four Thousand Four Hundred and Eighty only)** through NEFT / RTGS. The same shall be uploaded in the Technical Bid (Cover-A). The details of payment along with electronic receipt/ UTR is to be sent by the bidder vide e-mail to DCI HO's e-mail id - '[treasury@dcil.co.in](mailto:treasury@dcil.co.in)' and the confirmation mail received from [treasury@dcil.co.in](mailto:treasury@dcil.co.in) along with electronic receipt/ UTR are to be uploaded in Technical Bid (Cover-A).
- b. The earnest money is required to protect DCI against the risk of Bidder's conduct which would warrant the earnest money forfeiture, pursuant to [ITB Clause 15\(a\)](#). No interest what-so-ever may be payable by DCI on EMD.
- c. The earnest money deposit shall be paid in the form of a NEFT / RTGS and shall be valid for thirty (30) days beyond the validity of the bid.
- d. Any bid not secured in accordance with [ITB Clauses 15\(a\) and 15\(c\)](#) will be rejected by DCI as non-responsive, pursuant to [ITB Clause 28](#).
- e. Unsuccessful Bidder's earnest money deposit will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DCI pursuant to [ITB Clause 15](#) without interest.
- f. The successful Bidder's earnest money deposit will be refunded upon acceptance of the purchase order and payment of 100% performance security by the bidder to DCI.

However, at the option of successful tenderer, the Earnest money deposit paid in the form of a NEFT / RTGS can also be adjusted towards Performance Security and balance amount of 5% of contract value towards performance security has to be furnished / paid by way of NEFT/ RTGS/BG to DCI.

g. The earnest money deposit may be forfeited:

I) If a Bidder:

- i. Withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form, (or)
- ii. Does not accept the correction of errors pursuant to [ITB Clause 27](#); (or) to pay performance security within 07(seven) days of issuance of Purchase Order

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

- i. To accept the Purchase order (or).
- ii. To pay performance security within 07(seven) days of issuance of Purchase Order

#### **15. Intimation of payment of Tender Cost/EMD:**

- a. The confirmation receipt of tender cost and EMD is to be obtained by the bidder from DCI HO's e-mail id [treasury@dcil.co.in](mailto:treasury@dcil.co.in) by giving the reference of the tender no. and name of the party, UTR and after receipt of confirmation the same has to be uploaded with the tender along with electronic receipt/ UTR.
- b. The scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical Folder. In case of exemption of Tender Cost, the scanned copy of documents in support of exemption will have to be uploaded in the "Technical Folder" and "EXEMPTED" should be written in the relevant column. The payment to DCI made through online mode must be received in DCI Bank Account before the last date and time of submission of bid failing which online offer will not be considered. If the net payment credited to DCI bank account, is found to be less than the stipulated Tender Cost and/or EMD as may be applicable and required amount of the NIT, the Bid will not be accepted. Physical mode of payment i.e., Banker's cheques or Demand drafts is not acceptable.

#### **16. Format and Signing of Bid:**

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

### **B. Submission of Bids**

#### **17. Submission of Documents:**

Based on undertaking furnished by the bidder in its Technical Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, DCI, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, DCI reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to DCI on

demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and DCI reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in DCI from future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

**18. User Portal Agreement:**

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

**19. Upload of Scanned Documents:**

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

**20. Deadline for Submission of Bids:**

- a. Bids must be submitted online before xx-xx-2024 up to 15.00hrs through online only. No physical document need to be sent unless asked for Scanned copies of all the documents signed and stamped by the Tenderer on all pages to be uploaded online.
- b. In the event of the scheduled due date of opening of bids being declared as a closed holiday for the Company or a "bandh", the due date for opening of bids will be next Supply/Working day.
- c. DCIL may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with [ITB Clause 5](#), in which case all rights and obligations of DCIL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- d. Late Bids: Any bid not submitted before the deadline for submission will be rejected.

**21. Modification and Withdrawal of Bids:**

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

## **C. Opening and Evaluation of Bids**

### **22. Opening of Bids by DCI:**

The Technical Bids (Cover-A) will be opened on the pre-scheduled date and time of tender opening. The Technical Bids will be decrypted on-line and will be opened by the "Bid Openers" with their Digital Signature Certificates/OTP through registered mobile/e-sign in GEM. The Bidders may view the bid opening remotely on their personalized dash board in GEM.

Price-Bid (Cover-B) will be opened after evaluation of Technical bid. The price bid of only the technically qualified bidders shall be opened through GEM as per procedure.

The Price Bid of the technically qualified bidders will be downloaded through GEM as per the procedure. The Bidders may view the Price Bid opening online remotely on their personalized dash board in GEM and can see the Price-Bid/BOQ submitted by all technically qualified bidders.

### **23. Clarification of Bids:**

For uploading document or any other tender related query while submission of bid please contact by e-mail following person.

HOD (Materials)

Email: [durgaprasad@dcil.co.in](mailto:durgaprasad@dcil.co.in) & [bharathi@dcil.co.in](mailto:bharathi@dcil.co.in)

Contact No.: Ph: +91 8912871291/367

### **24. Preliminary Examination:**

- a. DCI will examine the Technical Bids to determine whether they are complete, whether required earnest money deposit have been remitted, whether the documents have been properly signed, and whether the bids are generally in order.
- b. The bid which meets all the bid requirements is a responsive bid.
- c. The bid, which is prima-facie responsive but contain some minor omissions/missing points is a substantially responsive bid and shall be processed further for rectifying the minor deficiencies.
- d. For a substantially responsive bid, DCI may waive any minor informality in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- e. The bid, which does not conform to all the essential and mandatory requirements and/or contains reservations with reference to the critical and essential terms and conditions of the bid, is a non-responsive bid.
- f. If a bid is not a substantially responsive or if it is a non-responsive, it will be rejected by DCI, not considered for evaluation and shall not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **25. Evaluation and Comparison of Bids:**

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

## **26. Arithmetical errors will be rectified on the following basis:**

Computational errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

## **27. Shortfall of Documents:**

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

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

## **28. Verification:**

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

## **29. Prices:**

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

- a. The rates quoted should be inclusive of basic price, raw materials, Manufacturer test certification, packing, forwarding, handling, transportation, insurance, local charges, profits & overheads, taxes, duties, etc., delivery charges on FREE of COST to Central Store Complex, Lova gardens, Near Scindia (HSL), Visakhapatnam, Andhra Pradesh, all inclusive, excluding GST. The bid will be liable for rejection if the supplier is not accepting for delivery to the said delivery location.
- b. GST as applicable shall be payable extra where ever applicable. The percentage of tax and duties prevailing should be indicated separately failing which it will be considered as the rates are inclusive of all taxes and duties.
- c. Rates are to be quoted strictly as per the format given in website / GEM portal. All items of the BOQ should be quoted, If the tenderer fails to quote for any item and such action is observed at any stage, such tender will not be considered and will be rejected.
- d. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may not be considered. No deviation of the terms and conditions of the tender document is acceptable. Bids having terms and conditions which are in deviations of the tender terms are liable for rejection.
- e. Information/documents are to be furnished serial wise as per the respective Annexures of the NIT. If no information or document is applicable against any serial number, please mention – Not Applicable.
- f. By submitting a quotation/bid, the tenderer shall be deemed have fully familiarized himself/themselves with the nature of Supply/Work involved as well as requisite information including those indicated in the tender document and shall be deemed to have fully satisfied himself / itself of his / its capabilities to undertake and perform the job under the contract to the satisfaction of DCI.

## **30. Contacting Dredging Corporation of India Ltd.(DCIL):**

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

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

## **F. Award of Contract**

### **31. Award Criteria:**

- a. DCI will award the contract to the bidder who has quoted against all items of the BOQ, whose bid has been determined to be the lowest evaluated bid, by quoting the overall lowest amount in BOQ, and thus became successful L1 Bidder. However, the bid in which any item(s) of the BOQ was not quoted, will not be evaluated. DCI reserves the right to accept or reject any bid as specified in [Clause 33 of ITB](#).
- b. Upon finalization of the bids and arriving at L1 bidder, DCIL shall issue Purchase Order (PO) to the successful bidder and the Supplier should furnish performance security as specified in this tender.

### **32. Right to accept Any Bid and to reject any or All Bids:**

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

### **33. Notification of Award:**

Prior to the expiration of the period of bid validity, DCI will notify the successful L1 Bidder in writing/email by way of Purchase Order (PO), to be confirmed in writing by letter/email, that its bid has been accepted. The notification of award will constitute the formation of the Contract.

### **34. Performance Security Deposit:**

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

### **35. Corrupt or Fraudulent Practices:**

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

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

- c. DCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- d. DCI will declare a firm or company ineligible, to be awarded a contract by DCI, either indefinitely or for a stated period of time, if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.
- e. The tenderer shall enclose a certificate ([Annexure-III](#)) that "he/she is not related to any officer of Dredging corporation of India limited or any other officer of the rank of Under Secretary or above in the Ministry of Ports, Shipping and Waterways," The tenderer shall also furnish a declaration with his tender enclosing the names of the relatives who are employed in DCI, if any. Refer GCC clause no. 22.
- f. The tenderer shall enclose a certificate ([Annexure-III](#)) that the tenderer has not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and has not committed any offence under the Prevention of Corruption Act in connection with the bid. Refer GCC clause no. 23.
- g. The tenderer shall enclose a certificate ([Annexure-III](#)) that the tenderer shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid. Refer GCC clause no. 24.

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

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

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

**38. General:**

- a. Bid Documents are not transferable.
- b. Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.
- c. The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- d. All Tender Documents shall be treated as private and confidential and must be returned back to DCI, without defacing or altering.
- e. Canvassing in connection with this tender is strictly prohibited and the tenders submitted



by the bidders who resort to canvassing will be liable for rejection.

- f. In case of corrigendum/addendum regarding the subject tender Supply/Work, DCI will publish the same only on websites [www.gem.gov.in](http://www.gem.gov.in), [www.dredge-india.com](http://www.dredge-india.com). Tenderers are requested to visit the websites regularly.
- g. After award of Supply/Work, all correspondences must be made with the HOD(Material), DCIL, Head Office, Visakhapatnam.

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**SECTION-III  
BID DATA SHEET  
(BDS)**

DCI intends to procure Upper and Lower Chain, Connecting plate and D-Shackles for ship's Operation. In this regard, sealed Tenders are invited on two-bid systems through GEM from competent and experienced firms for the following service.

<b>Introduction</b>	
<b>ITB 4.1</b>	<p><b>Address:</b> The HOD (MATERIALS) M/s. Dredging Corporation of India Ltd., Materials Division, 3<sup>rd</sup> Floor, Dredge House, HB Colony, Visakhapatnam – 530 022. Telephone: 0891- 2871291/367/332 <a href="mailto:hodtech@dcil.co.in">E-mail: hodtech@dcil.co.in</a>, <a href="mailto:durgaprasad@dcil.co.in">durgaprasad@dcil.co.in</a>, <a href="mailto:bharathi@dcil.co.in">bharathi@dcil.co.in</a></p>

<b>Preparation and Submission of Bids (Pre-Qualification requirements)</b>	
<b>ITB 11.2 (c)</b>	<ol style="list-style-type: none"><li>1. Documentary proof of Average Annual financial Turnover during last 3 years, ending by 31-03-2024 of not less than <b>Rs.25.35 Lakhs</b>. Profit and Loss account with balance sheets be enclosed.</li><li>2. Documents to prove that the tenderer has experience of having successful similar works during last 7 years ending <b>31.03.2024</b> should be either of the following:<ol style="list-style-type: none"><li>a) Three similar completed works costing not less than the amount equal to <b>Rs. 33.80 Lakhs</b>. (OR)</li><li>b) Two similar completed works costing not less than the amount equal to <b>Rs. 42.24 Lakhs</b>. (OR)</li><li>c) One similar completed works costing not less than the amount equal to <b>Rs.67.59 Lakhs</b>. Note: Bidder should meet any one of the above qualification criteria and no Exemption will be provided for above criteria to any of the bidders.</li></ol></li><li>3. Bids are invited from manufacturers only and a self-declaration to be submitted as a proof of manufacturer.</li><li>4. Enclosed drawing to be duly signed by the bidder as a proof of acceptance that the offered price is in line with the drawing dimensions.</li><li>5. NEFT/RTGS for <b>Rs. 1,180/-</b> inclusive of 18% tax (Rupees One Thousand one Hundred and Eighty only) (non-refundable) towards cost of tender documents.</li><li>5. EMD for <b>Rs.84,480/-</b>(Rupees Eighty Four Thousand Four Hundred and Eighty Only) in the form of a NEFT/RTGS or bank guarantee drawn on any nationalized /schedule bank in favor of Dredging Corporation of India Limited, payable at Visakhapatnam is to be submitted.</li></ol>

	<p>6. To agree for submission of Performance Security @5% of contract Value, in case of award of Contract.</p> <p>7. Complete Tender document duly signed by the authorized signatory (along with addendum, corrigendum, etc.) to be submitted.</p> <p>8. Technical bid sheet in Section-VI, Schedule of requirements to be submitted <b>(without indicating rate) duly filled with "YES/NO" against the quoted items.</b></p> <p>10. Self-declaration to be submitted as a proof of acceptance to submit Manufacturers Test certificate and guarantee certificates along with supply of tendered items.</p>
<b>ITB 13.1 exemption or not</b>	<p><b>Amount of Earnest Money Deposit: Rs.84,480/-</b>-(Rupees Eighty Four Thousand Four hundred Eighty Only)</p> <p>Exemption for MSME vendors – Certificate with relate to tendered item should be submitted.</p>
<b>ITB 14.1</b>	<b>Bid validity period:</b> Six months {180 Days.}
<b>ITB 16.2 (a)</b>	<p>Address for submission of commercial documents such as BG: The HOD Materials) Dredging Corporation of India Ltd., Materials Division, 3<sup>rd</sup> Floor, Dredge House, HB Colony, Visakhapatnam – 530 022. Telephone: 0891- 2871291/367 E-mail: <a href="mailto:durgaprasad@dcil.co.in">durgaprasad@dcil.co.in</a>, <a href="mailto:bharathi@dcil.co.in">bharathi@dcil.co.in</a></p>
<b>ITB 17.1</b>	Deadline for online bid submission is on 28.08.2024 at 1500 Hrs.
<b>ITB 20.1</b>	Time & date for bid opening: on 28.08.2024 at 1530 Hrs.
<b>Section VI – Part - I</b>	<b>Period of Contract :</b> 06 Months

## SECTION-IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### **1. Application & Definitions of the terms:**

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

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

## **2. Standards:**

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

## **3. Performance security Deposit (Pursuant to clause no.35 of ITB) :**

1. Within 07 (Seven) days from date of issuance of Purchase Order (PO) from DCI, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to furnish performance security within 07 days from the date of Purchase Order (PO) issued shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.
2. The proceeds of the Performance Security shall be payable to the DCIL as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
3. A sum equal to 5% of each of the contract value as indicated in Purchase Order (PO) shall be deposited by the contractor / supplier by e-payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favor of Dredging Corporation of India Limited payable at Visakhapatnam as per Pro-forma at Annexure-II (enclosed). Bank Guarantee shall remain valid for a period of six months from the date of issuance of BG by the bank plus 03 months i.e., total nine (09) months and shall be renewed for a further period, if required so. In case if any increase in value of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.
4. At the option of contractor / supplier, EMD can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e-payment to DCIL, as per account details given.
5. In case, purchase order for additional quantity is placed on the supplier, a sum equal to 5% of the additional contract value shall be deposited to DCI within 05 days after receiving the purchase order from DCIL. Performance Security Deposit will not carry any interest. The same will be returned after completion of supply duly inspected & certified by Manager (Technical).
6. Before releasing the performance security, after the supply is completed, the contractor / supplier is required to submit a "No dues and no claims" Certificate / letter to DCI and the contractor / supplier shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a "No dues and no claims" certificate.
7. Subject to [GCC Clause No. 3\(5\)](#), the performance security will be discharged by DCIL and returned to the Contractor / supplier not later than Sixty (60) days following the date of completion of the Contractor / supplier's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

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

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

1. Infringement of any patent right, design, trademark, or name or other protected right, in connection with the supplies.

2. Submission of online tender by the tenderer DCI shall be deemed to have been indemnified and kept indemnified by the tenderer against all claims for loss, damage injury caused by the tender/Supplier or as a result of any act or omission by the Supplier in connection with an in the course of execution and maintenance of the contract Supply/Work.

## **5. Payment:**

- a. The Contractor's request(s) for payment shall be made to the HOD (Materials), DCI, Head Office, Visakhapatnam, Andhra Pradesh in writing and online after raising invoices in GEM, accompanied by an invoices of GEM describing "The GEM Contract Number & Sanction Order No, Purchase Order (PO) reference", HSN / SAC, GST etc. as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- b. The Bill for Services rendered/ payment will be upon prompt submission of GST invoices timely and with all the necessary supporting documents viz., Original delivery challan/LR/delivery note(as per below [Clause no. 5](#)), Purchase Order Copy, Certificates (as indicated under SCC "scope of Supply/Work").
- c. Delayed invoices and the invoices submitted without necessary supporting documents shall not be considered and be returned back to the Supplier. The contractor is to be abide by the GEM requirements from time to time in all respects including invoices/ payments etc in GEM portal. While generating invoice in GEM portal, the seller (i.e., the Contractor / Supplier) must upload scanned copy of his invoice, & other supported documents) and submit the copy of the generated GEM invoice with the original invoice (as stated in SI.No.5.a above) for payment purpose to the buyer.
- d. No Cash payment or Advance payment whatsoever will be payable to the Supplier.
- e. The original Delivery Challan/LR/ duly signed & stamped by DCI authorized personnel of DCIL, should be enclosed to the bill/ Invoice, without which, supplier's invoice will not be processed.
- f. The payment will be made only for the services provided as agreed to, after deduction of Recoveries/ Disallowances, IT, LD, penalties/fine/interest (if applicable) and supplier shall not have any objection on the same. Supplier shall collect all requisite details viz., bill wise admissible bill value, deductions, etc. from Finance Dept, Head Office, Visakhapatnam, on receipt of payment from DCI, within one week from the date of receipt of payment by supplier.
- g. The payment will be made only for services provided as per Price Bid. Payment shall be made within 60 (Sixty) days of submission of an invoice/claim by the Supplier complete in all respects, provided that bill/Invoice submitted by the Supplier are complete in all respects and free from defect/disputed. For Bills/Invoices which are in-complete/ defective/ disputed or in respect of which any clarification is sought by DCI, the above period will be reckoned only after rectification/sorting out of the defects /dispute /furnishing clarification by the Supplier to the satisfaction of DCI. DCI will not be liable for delayed payments, if any, for any reasons whatsoever.
- h. Payment shall be made through RTGS / NEFT from Head Office, Visakhapatnam to the bank account, as provided by the bidder in the tender. However, no interest will be paid for any delay in releasing of payment. DCI will not be responsible for non-receipt of

payment due to incorrect bank account details provided by the tenderer in tender. Hence, bidder is to ensure that valid bank account details are provided in the tender as well as invoice.

- i. GST will be paid / reimbursed at actuals, subject to actual payment made by the party to the Government authorities. GSTR1 for each bill should be filed on a monthly basis and when the same will appear in our GSTR2A portal, payment against the invoice shall be released.
- j. Invoices of more than one month will not be accepted by DCIL.
- k. In case of excess payment noted during reconciliation by DCI, at any time during the contract period, such payments/dues shall be recovered from the contractor / supplier bills/invoices in hand or other contracts of the Contractor / supplier with Corporation, OR same shall be paid by the contractor / supplier to the DCI on demand as debt due to the DCI.
- l. Whenever any payment is released to vendor by DCI, the vendor will receive a system generated message from DCI by email to the contractor / supplier 's registered email-ID (as provided by the contractor / supplier in "Vendor registration form"), giving payment details made to the vendor viz., name of the vendor with vendor code, date of payment, bill details, bill amount, admissible bill amount, recoveries/deductions (performance security, SD, IT, TDS, etc), GST amounts, etc., and vendor can check their bank- accounts for the amount received & reconcile with the system-generated email/ statements. However, non-receipt of the bill payment details by the vendor from DCI due to incorrect email-ID, change in email-ID, system-related (hardware/software) error/issues, etc., from DCI side or for any other reasons, DCI shall not be liable for any responsibility.
- m. The supplier shall abide by the e-invoice requirements as promulgated by Govt. of India from time to time and declarations, as required, shall be furnished along with invoice (manual) in case of non-applicability of e- invoicing requirements. The declaration format will be provided by DCIL as required.

#### **6. Prices:**

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

#### **7. Force Majeure:**

- a. Notwithstanding the provisions of [GCC Clause 9](#) and [GCC Clause 10](#), the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor / Supplier and not involving the Contractor's / Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, etc.
- c. In case of force majeure, extension time shall be granted for the approved "Force majeure" period.
- d. If a Force Majeure situation arises, the Contractor / Supplier shall promptly notify DCI in writing, of the beginning and cessation of the above circumstances

(and causes thereof) immediately, but in any case not later than 03 (Three) days from the beginning of such circumstances. Unless otherwise directed by DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- e. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify, in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than three days from the beginning of such circumstances.

#### **8. Delays in the Bidder's Performance:**

- a. The performance of Services shall be made by the Bidder in accordance with the time schedule allowed by DCI.
- b. If at any time during performance of the Contract, the Contractor / supplier or its subcontractor / supplier (s) encounters conditions impeding timely performance of Services, the Contractor / supplier shall promptly notify the Employer in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Contractor / supplier 's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor / supplier 's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- c. Except as provided under [GCC Clause 8](#), a delay by the Contractor / supplier in the performance of its service obligations shall render the Contractor / supplier liable to the imposition of liquidated damages pursuant to [GCC Clause 10](#), unless an extension of time is agreed upon pursuant to [GCC Clause 8\(b\)](#) without the application of liquidated damages.

#### **9. Liquidated Damages:**

In case of any delay/non-performance of the contract at a project within the specified period, liquidated damages @ 1% per week or part thereof up to a maximum of 10% of the contract value shall be levied on the Supplier by DCI. Once the LD reaches 10% of the contract value of the project, DCIL shall terminate the Contract pursuant to [GCC Clause 10](#), apart from invoking other rights and remedies as available to DCI as per the contract.

#### **10. Termination for Default:**

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

- a. If the Contractor / supplier fails to provide the service within specified period, or within any extension thereof, granted by DCI
- b. If the Contractor / supplier fails to perform any other obligation(s) under the Contract.
- c. If the Contractor / supplier, in the judgment of DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



- d. In the event DCI terminates the Contract in whole or in part, DCI may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Contractor / supplier shall be liable to DCI for any excess costs for such similar Services. However, the Contractor / supplier shall continue performance of the Contract to the extent not terminated.

**11. Termination for Convenience:**

The DCI may, by written notice sent to the Contractor / supplier, terminate the Contract within 7 days from notice period, in whole or in part. The notice of termination will specify that termination is for the DCI's convenience, the extent to which performance of supply under the Contract is terminated, and the date upon which such termination becomes effective.

**12. Termination for Insolvency:**

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

**13. Settlement of Disputes/Arbitration clause:**

- a. In case of dispute between DCI and the Supplier for contract up to Rs.10 Cores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of Supply/Workmanship, or materials used on the Supply/Work or any matter arising out or relating to the specifications and instructions concerning the supply/Supply/Works or the execution or failure to execute the same arising during the course of supply. The above shall not be subjected to arbitration and in no case shall the Supply/Works be stopped consequent on such a dispute arising and the supply shall also be carried out by the contractor / supplier strictly in accordance with the instructions of CGM.
- b. Any dispute or difference arises between the DCI and the contractor / supplier in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor / supplier shall be referred to the arbitration by a sole Arbitrator, as per the provisions of the Arbitration and Conciliation Act 1996 and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996.
- c. The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof. The seat/venue of the Arbitration shall be Visakhapatnam and language shall be English and the courts at Visakhapatnam shall have exclusive

jurisdiction on all the matters with reference to this contract.

- d. The Sole Arbitrator is prohibited from awarding any interest for the preference and pendent lite.

**14. Packing:**

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

**15. Insurance:**

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

**16. Transportation:**

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

**17. Risk Purchase:**

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

- a. the supplies are not arranged in time /short supplies are effected or the quality/ utility of material supplied by the supplier is found to deteriorate abnormally; (or)
- b. the supply made by the supplier are not in conformity with the requirement of the buyer; (or)
- c. supplies made by the supplier are not specified in the contract; (or)
- d. The supplier's services are found unsatisfactory,

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

**18. Applicable Law :**

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

**19. Taxes and Duties :**

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

**20. Income Tax Deduction:**

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

**21. Breach of Contract:**

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

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

**22. Information about Employment of Relatives:**

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

**23. Undertaking that bidder has not indulged in corruption:**

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

**24. Information about Litigation:**

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

**25. Vendor registration form:**

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

**26. Notices:**

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

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

**27. Debarring or Blacklisting:**

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

**28. Notice to Contractor / Supplier:**

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

**29. Recoveries:**

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

**30. Limitation of Liability:**

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

**31. Governing Language:**

The contract shall be written in English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English only.

**32. Backing Out :**

The bidder shall enclose a certificate in the prescribed format ([Annexure-VIII](#)) that they did not backed out from any tender during last three years after award of Supply/Work. If the bidder has backed out any tender then your bid will be rejected and will be disqualified. In case of backing out from the contract for any reasons including extension period, the entire EMD, Performance security Deposit, etc. will be forfeited.

**33. Death of Contractor:**

Contractor's heirs/representatives shall not have the right to continue to perform the duties or engagements of the contractor or under the contract in case of his death without the consent in writing of the Competent Authority of DCIL. In the event of the contractor, with such consent aforesaid, transferring his business and in the event of the contractor being accompany and being wound up any time during the period of this contract for the purpose

and with the object of transferring its business to any persons or a company the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business , that such other person or company, shall continue to perform the duties or engagements of the contractor under this contract and be subject to his liabilities there under. Proof of death and other relevant documents to this effects hall be submitted to the HOD (Tech & Mat), Head Office, Visakhapatnam in writing. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, Competent Authority HOD (Tech & Mat), Head Office, Visakhapatnam shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

**34. Repeat Orders:**

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

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

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**SECTION-V**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

**1. SCOPE OF SUPPLY:**

- a. Should any inspected or tested Goods fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- b. The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods' arrival in the premises of buyer, shall in no way be limited or waived by reason or the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the source of the supplier.
- c. In case the supplied item(s) is found with defects/ damages or not accompanied with relevant certificates (Manufacturer's Inspection & test certificates, Warranty Certificates) or not as specified in Purchase Order (PO) or not confirming to the specifications mentioned in this tender, the item(s) will be summarily rejected and supplier has to re-supply the ordered item(s) as per specifications which will be subjected to verification and inspection by DCI. All costs incurred to this effect will be borne by the supplier.
- d. **Warranty:**
  - i. The Supplier warrants that the Goods supplied under this Contract are new, unused of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or Supply/Workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
  - ii. The supplied Upper and Lower Chain, Connecting plate and D-Shackles should also be warranted particularly for a period of six (6) months from the date of delivery or date of fitment / installation /commissioning on board our vessels, whichever is earlier.
  - iii. The Supplier shall attend to the defects (under warranty period as investigation immediately within 2-3 days from the date of intimation from DCI and to initiate action for replacement of defective /unsuitable item/items on free of cost upon.
  - iv. The Purchaser shall promptly notify the Contractor / Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.

- v. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as maybe necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **2. Delivery and Documents:**

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

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

## **3. Terms of Delivery:**

- a. The ordered items as per Purchase Order (PO) are to be supplied Item wise delivery schedule mentioned in Annexure-A from the date of Purchase Order (PO) to DCI Central Store Complex, Lova gardens, Near Scindia (HSL) , Visakhapatnam.
- b. DCIL shall arrange for unloading of the materials from the truck at the destination place.
- c. The supplier to ensure that the delivery note or LR or delivery challan shall be signed & stamped by authorized person of DCIL, towards proof of receipt of the goods supplied to DCI with date & time of receipt and the original document (delivery note or LR or delivery challan/note) shall be enclosed to the supplier's invoice for payment process.

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

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



**SECTION – VI**  
**SCHEDULE OF REQUIREMENTS**

**I. TECHNICAL BID SHEET (BOQ) :**

<b>SI No</b>	<b>Description</b>	<b>Delivery Period (in Days)</b>	<b>UOM</b>	<b>Qty</b>	<b>Quoted (Yes/No)</b>
1	Upper Chain Assembly 60mm Dia Rods with Connecting Plates on both ends and 42mm Dia (Grade U2) Stud Link at three points in the middle Total Length of 9253mm INCLUDING MANUFACTURER'S TEST CERTIFICATE	180 days	Nos	22	
2	Lower Chain Assembly, Material shall be ST-42 or superior 32mm Dia (Grade U2) Stud Link chain with sufficient Common Links + 1 No. End Link & 25T D Shackle (top) + 1 No. Custom End Link 42.5T D Shackle (bottom) Total Length of 3511.5mm INCLUDING MANUFACTURER'S TEST CERTIFICATE	180 days	Nos	44	
3	Triangular (Monkey) Plate To suit connecting with Upper and Lower Chain- Material –ST-52 INCLUDING MANUFACTURER'S TEST CERTIFICATE	180 days	Nos	22	

**Note:**

1. Quoted rates above should be inclusive of all Material and manufacturer Test Certificates guarantee certificates, duties, loading charges, freight charges, and GST as details in the relevant schedules of this tender document.
2. Enclosed drawing to be duly signed by the bidder as a proof of acceptance that the offered price is in line with the drawing dimensions.
3. Delivery of the above items shall be made to at our  
CENTRAL STORES COMPLEX,  
DREDGING CORPORATION OF INDIA LIMITED,  
LOVA GARDEN, BEHIND HINDUSTAN SHIPYARD,  
PO, GANDHIGRAM, VISAKHAPATNAM-530005,  
ANDHRA PRADESH.

4. No other charges will be payable other than the above quoted rates.
5. Evaluation will be Overall L1 basis.
6. Tenderer should quote for all the items as per the required specifications indicated in the tender, failing which, the Bid will be rejected.

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## **II. PRESCRIBED FORMATS:**

### **Notes:**

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

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**ANNEXURE-II**  
**FORM OF BANK GUARANTEE**  
**(IN LIEU OF PERFORMANCE SECURITY)**

Bank Guarantee No.:

Date:

1. In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at CoreNo.-2, First Floor, SCOPEMINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, New Delhi – 110 091, India (herein after called the "DCI") having agreed to exempt M/s\_\_\_\_\_having its Registered Office at\_\_\_\_\_(herein after called the said "CONTRACTOR / SUPPLIER" from the demand under the terms and conditions of an Agreement / Contract / Work Order / Purchase Order No.\_\_\_\_\_dated\_\_\_made between DCI and contractor/supplier for "Supply of Upper and Lower Chain, Connecting plate and D-Shackles for DCI DREDGE-XVII (herein after called the said "Agreement"), of performance Security for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....Only)
2. We,.....(*name of the bank*) herein after referred to as "the Bank" at the request of M/s.\_\_\_\_\_ (*contractor/supplier*) do here by undertake to pay to the DCI an amount not Exceeding Rs. (Rupees \_\_\_\_\_ Only) against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of by said Contract or of any of the terms and conditions contained in the said Agreement.
3. We, .....(*name of the bank*) hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the DCI without reference to the Contractor and such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_(Rupees \_\_\_ Only)
4. We, .....(*name of the bank*) undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor or any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this bank guarantee being absolute and unequivocal. The payment so made by us under this bank guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We, .....(*name of the bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable to 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 at the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on or before, we shall be dis-

charged from all liability under this guarantee thereafter.

6. We,.....(*name of the bank*) further agree that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercise able by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor/supplier.
8. We, .....(*name of the bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of DCI in writing.
9. This guarantee will remain in force until.....All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Not with standing what is stated above, our liability under this guarantee will be limited to Rs.....(Rupees..... Only).
10. Not with standing anything contained herein:
  - a. Our liability under this bank guarantee shall not exceed Rs.....  
(Rupees..... Only)
  - b. This bank guarantee is valid up to \_\_\_\_\_(date in dd-mm-yyyy).
  - c. We,.....(*name of the bank*) are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only & only, if you serve upon us a written claim or written claim or demand within 09 months from date of expiry of guarantee i.e. on or before (date in dd-mm-yyyy), irrespective of whether or not the Original guarantee returned to us.

Dated \_\_\_\_\_ day of \_

For \_\_\_\_\_ (Name of the bank with address)

**PROFORMA FOR EMPLOYMENT OF RELATIVES**

Date: 14-08-2024

To,

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

Dear Sir,

**Sub:** Tender for "Supply of Upper and Lower Chain, Connecting plate and D-Shackles for DCI DREDGE-XVII – Reg.

**Ref.:** Tender No.: DCIL/Mat/GEM/DR17- UPPER AND LOER CHAIN, CONNECTING PLATE AND D-SHACKLE/2024-25, Date :14-08-2024

\*\*\*\*\*

With reference to your Tender No. **DCIL/Mat/GEM/DR17** Upper and Lower Chain, Connecting plate and D-Shackles/**2024-25**, Date: 14-08-2024 and as per [Clause No.22of GCC](#), we hereby undertake that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

and,

As per [Clause No.22of GCC](#), we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

**PROFORMA FOR UNDERTAKING**

Date: 14 - 08 - 2024

To

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

Sir,

**Sub:** Tender for "Supply of Upper and Lower Chain, Connecting plate and D-Shackles for DCI DREDGE-XVII – Reg.

**Ref:** Tender No.: DCIL/Mat/GEM/DR17- UPPER AND LOER CHAIN, CONNECTING PLATE AND D-SHACKLE/2024-25, Date:14-08-2024

\*\*\*\*\*

With reference to your Tender No. **DCIL/Mat/GEM/DR17-** Upper and Lower Chain, Connecting plate and D-Shackles/**2024-25**, Date :14-08-2024 and as per [Clause No.23 of GCC](#), we hereby undertake that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

and,

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

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

**PROFORMA FOR LITIGATION**

Date:

To

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

Sir,

**Sub:** Tender for "Supply of Upper and Lower Chain, Connecting plate and D-Shackles for DCI DREDGE-XVII – Reg.

**Ref:** Tender No.: DCIL/Mat/GEM/DR17- UPPER AND LOER CHAIN CONNECTING PLATE AND D-SHACKLE/2024-25, Date: 14-08-2024

\*\*\*\*\*

With reference to your Tender No. **DCIL/Mat/GEM/DR17** Upper and Lower Chain, Connecting plate and D-Shackles/**2024-25/**, Date: xx-xx-2024 and as per [Clause No.24 of GCC](#), we hereby certified that, we do not have any current litigation with any party/firms.

(OR)

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

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

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal



**BANK ACCOUNT DETAILS**

Date:

To

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

Sir,

**Sub:** Tender for "Supply of Upper and Lower Chain, Connecting plate and D-Shackles for DCI DREDGE-XVII – Reg.

**Ref:** Tender No.: **DCIL/Mat/GEM/DR17- UPPER AND LOER CHAIN, CONNECTING PLATE AND D-SHACKLE/2024-25**, Date:xx-xx-2024

\*\*\*\*

With reference to your Tender No. **DCIL/Mat/GEM/DR17** Upper and Lower Chain, Connecting Plate and D-Shackles/**2024-25**, Date:xx-xx-2024 and as per [Clause No. 9.1\(10\) of ITB](#), of Tender, we hereby furnish our Bank Account details for payment through E-transfer as follows:

1.	Name of the Firm	:	.....
2.	Bank Name	:	.....
3.	Branch name	:	.....
4.	Account No.	:	.....
5.	Type of Account	:	.....
6.	IFSC No. of the Bank	:	.....

Cancelled cheque enclosed.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

**BACKING OUT DECLARATION**

Date:

To

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

Sir,

**Sub:** Tender for "Supply of Upper and Lower Chain, Connecting plate and D-Shackles for DCI DREDGE-XVII – Reg.

**Ref:** Tender No.: **DCIL/Mat/GEM/DR17- UPPER AND LOER CHAIN, CONNECTING PLATE AND D-SHACKLE/2024-25**, Date: 14-08-2024

\*\*\*\*\*

With reference to above referred tender, as per [Clause No.32 of GCC](#), of Tender, we hereby certify that, we have not backed out from any tender after award of Supply/Work, during last three years ending March 2023.

(OR)

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

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

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

**Self-Declaration Certificate for Local Content**

1. We[name of manufacturer / supplier] hereby confirm in respect of quoted item(s) that Local Content is equal to\_(in percentage –Should be more than 20% but less than 50%)and come under '**Class-II Local Supplier**' Category.
2. We [name of manufacturer/supplier] hereby confirm that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.
3. We understand that if we are offering products with local content less than the minimum requirement prescribed under Clause 5 of the above order we will fall under the category of Non-local Suppliers. We can't claim ourselves as Class-I local suppliers/ Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
4. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. Attach separate sheet duly signed if space is not sufficient.

Date:

Seal & Signature of the Bidder

Note: The declaration to be submitted in bidders company letter head.

### **CHECK LIST FOR TECHNICAL BID**

1. A list of Supply/Works bided for and in hand / being executed as on the date of submission of bid with proof of documents.
2. Documentary evidence to establish that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
  - i) Audited balance sheet for the last three years ending with 31st March 2023
  - ii) Copies of purchase orders (POs), delivery note / challans / receipts & invoices duly acknowledged / received by purchaser(s) / buyer(s) with signature & stamp of the authorized signatory (of buyer/purchaser), evidencing experience of having successfully completed Supply/Works of similar nature during last 7 years ending March 2023.
3. Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail-ID treasury@dcil.co.in along with electronic receipt/UTR.
4. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of e-Payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail-ID "treasury@dcil.co.in" along with electronic receipt/UTR.
5. Copies of original document defining the constitution or legal status, Place of registration and principal place of business of the company or Partnership.
6. Copy of PAN Card.
7. Copy of GST Registration Certificate.
8. Bank details along with copy of cancelled cheque.
9. Power of Attorney on Rs. 200/- stamp paper (non-judicial), duly notarized, in favor of the person authorized to sign the tender document. (If the tender document is signed by owner/proprietor of the firm, then also, he shall authorize himself for the same on stamp paper.)
10. Annexures-I, III to VIII (On company letter head).
11. Technical Bid Sheet as mentioned in Section VI, Schedule of Requirements.
12. Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer.
13. Other documents prescribed in this bid document not mentioned above.

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