

TENDER DOCUMENT



DCI/OPS/WRO-M/Agency Services/2023-24

Date: 10-11-2023

TENDER FOR
Providing Agency Services to DCIL's dredgers and other vessels at various projects
under the DCIL Western Regional Office (i.e. Gujarat, Maharashtra & Goa) for a
period of 03 years

DREDGING CORPORATION OF INDIA LIMITED
WESTERN REGIONAL OFFICE
Flat No: B-1, F-2, B Wing,
Sector-10, Vashi, Navi Mumbai,
Maharashtra – 400703.

Email: pomumbai@dcil.co.in, rgm.mumbai@dcil.co.in

Website:- www.dredge-india.com / e-procure.gov.in

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DCI/OPS/WRO-M/Agency Services/2023-24

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SECTION-I INVITATION FOR BID (IFB)

Dredging Corporation of India Limited (DCI) was established in the year 1976 to provide dredging services to the Major Ports of the country in India. DCI is a pioneer organization in the field of dredging, Its 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.

DCIL is undertaking dredging contracts and deploying vessels at various ports assignments as per contractual requirements. The nature of assignments is either for a short period i.e., for a few months in a year or for a long period i.e., throughout the year. During the assignments, the vessels require agency services viz., inward/ outward clearances from Port, fulfilling customs & immigration formalities, arranging PHO Visit, safe disposal of garbage, food waste, waste oil and empty drums, CTM delivery, pest control/ fumigation, etc. To arrange these such essential services to the vessels, competent & experienced shipping agents, who are having good knowledge of applicable statutory acts/ rules etc., expertise and association with various concerned authorities (ports, customs, immigration, etc) at various projects/ places are being engaged by DCI from time to time on long term contract. In this connection, DCIL is inviting bids for a 3-year contract to award the agency work for Maharashtra (Mumbai Port / Mumbai Navy & Dabhol), Goa (Mormugao) and Gujarat (Kandla) to the successful L1 bidder on project-wise.

Sealed Tenders are invited on two-bid systems through E-Tender from competent and experienced firms for the following service. Tenderers have to submit the offer through central Public Procurement Portals <http://www.eprocure.gov.in> on the Tender document, uploaded in websites. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrollment is free of cost and one time activity only. The complete tender document shall be available on the website of "DCI"- <http://www.dredge-india.com> and Central Public Procurement Portals - <http://www.eprocure.gov.in>.

1	Name of Work	:	Providing Agency Services to DCIL's dredgers and other vessels at various projects under the DCIL Western Regional Office (i.e. Gujarat, Maharashtra & Goa) for a period of 03 years.
2	Period of Contract	:	03 (Three) years w.e.f. 01.01.2024 or date as indicated in LoA/Work order
3	Cost of Tender*	:	Rs.5,900/- including GST, payable by NEFT/RTGS in the form of e-challan (copy to be uploaded along with Technical Bid). Tender Cost is non-refundable even if the tender is cancelled.
4	Earnest Money Deposit*	:	Rs. 2,39,655/- payable by NEFT/RTGS or by BG. In case of BG submission, original (hard copy) shall reach the Employer (DCI Western Regional Office) before due date and time of bid submission, failing which, bid will not be accepted.
5	Validity of the Tender	:	90 days from the date of opening of Tender.
6	Availability of bid document in DCIL & e-procurement website for downloading	:	From 10.11.2023 to 11.12.2023 upto 1500 hrs
7	Pre-Bid Queries & Clarification	:	No pre-bid meeting will be held. However, pre-bid queries if any to be forwarded to pomumbai@dcil.co.in & rgm.mumbai@dcil.co.in in writing on or before 21.11.2023 upto 1700 hrs.
8	Last Date & time of submission of Bid	:	11.12.2023 upto 15:00 Hrs

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9	Date and time of opening of: a. Cover-A (Technical bid) b. Cover-B (Financial bid).	: a. 11.12.2023 at 1530 Hrs b. Will be intimated to the technically qualified party after evaluation of technical bid.
Detail of Bank account of DCIL to which bidders can pay following: 1. Cost of Tender documents 2. EMD 3. Performance security 4. Or, for any other payments due to be paid to DCIL.		(a) Name of the Company : Dredging Corporation of India Ltd., (b) Name of the Bank : Canara Bank (c) Branch Name : DCI Ltd. Branch, Visakhapatnam (d) IFS Code : CNRB0013583 (e) Swift code : CNRBINBBBID (f) Acct type : Current account (g) Account No. : 35833070000014 (h) GST No. : 27AAACD6021B1ZC
<i>Note: Tenderers shall send email to treasury@dcil.co.in, pomumbai@dcil.co.in & rgm.mumbai@dcil.co.in for obtaining confirmation from DCI for the receipt of Tender documents fees and EMD by furnishing details of firm/party, bank and UTR number etc. Scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical Folder. Physical mode of payment i.e. Banker cheques or Demand drafts will not be accepted.</i>		
<i>*Exception under MSME towards, EMD, tender fee etc. shall be considered with submission of valid documents to the extent permitted by Government.</i>		

10. PRE-QUALIFICATION CRITERIA (POC):

i. Similar work experience criteria:

The eligible bidder should have successfully completed similar works during the last seven years, ending last day of month previous to the one in which tenders are invited as follows:

- a. Three similar completed works each costing not less than the amount of Rs. 0.96 Crores, exclusive of GST. **OR**
- b. Two similar completed works each costing not less than the amount of Rs. 1.20 Crores, exclusive of GST. **OR**
- c. One similar completed work costing not less than the amount of Rs. 1.91 Crores, exclusive of GST.

ii. Finance criteria:

Average Annual financial turnover during the last 3 years ending 31st March 2023 should be at least Rs. 71.90 lakhs exclusive of GST.

Note:

‘Similar Work’ means “Providing Agency Services” for dredgers and other vessels to any shipping firm / organization at various Indian Ports in the last 7 years, ending last day of month previous to the one in which tenders are invited. Copy of the work order and work completion certificate / performance certificate duly signed by employer to be submitted with technical bid (Cover-A).

Detailed NIT & complete Tender Document are hosted in our website www.dredge-india.com and www.eprocure.gov.in (e-publish) and interested parties shall visit & download the document. Sealed Tenders are invited under two bid system through E-Tender from the eligible bidders as per the Eligibility Criteria & Scope of Work indicated in the tender. There will be no physical/manual sale of tender document.

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

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

11) Integrity Pact (IP):

Integrity Pact shall cover this tender throughout its various phases, and IP would be deemed as a part of the

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contract though an appropriate provision. The bidders should sign and submit Integrity Pact to be executed between the bidder and Dredging Corporation of India Limited in a separate envelope super-scribed - Integrity Pact before due date and time of the tender. Bids not accompanied by a duly signed Integrity Pact shall be liable for rejection. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

1) Shri P.K. Dash,
Near Laharpur Dam,
Bhopal-462043
Mob. 9425011441
E-mail: pjdash81@gmail.com

2) Shri Kishore Kumar Sansi,
B-301, Badhwar Apartments,
Sector-6, Plot No.3, Dwarka,
West Delhi-110075,
Mob.: 9686009000
Email: kishresansi@hotmail.com

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

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

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.

Project Manager
Dredging Corporation of India Limited
Western Regional Office, Mumbai.

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SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1. Requirements for participation in e-tenders

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

1.1 PC connected with Internet (For details, visit home page of e-Procurement 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 e-Procurement website. Under no circumstances, DCI shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.

1.2 Online Enrollment/Registration with e-Procurement portal with valid Digital Signature Certificate (DSC). 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 whereas DSC holder may be either bidder himself or his duly authorized person. It shall be the responsibility of the tenderer to ensure that they get registered with the e-Procurement portal well in advance and download the documents before the last date and time for the same.

1.3 Class III Digital Signature Certificate (DSC).

2. Eligible Bidders

2.1 This Invitation for Bids is open to all Agency Services contractors / 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 41](#).

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.

B. THE BIDDING DOCUMENTS

4. Content of Bidding Documents

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

i. Technical Bid (Cover-A)

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

ii. Financial Bid (Cover-B)

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all information required by the Bidding Documents or submission of a 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. Pre-Bid Meeting/Queries & Clarification

No Pre-bid meeting will be held. Prospective bidders are requested to forward their queries by e-mail to pomumbai@dcil.co.in & rgm.mumbai@dcil.co.in on or before 1700 hrs on 21.11.2023. The clarifications requested by the bidders will be suitably hosted in e-procurement website on or before 01.12.2023. No press

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notification for any amendment will be issued. However, prospective bidders have to visit the websites www.dredge-india.com & www.eprocure.gov.in before the date of submission for any corrigendum/ addendum/ updates.

6. Amendment of Bidding Documents

- 6.1 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.
- 6.2 The amendment/corrigendum will be uploaded in our websites and all prospective Bidders should visit from time-to-time the said websites before submission of bid.
- 6.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, DCI may, at its discretion, extend the deadline for the submission of bids, if necessary.

C. PREPARATION OF BIDS

7. Digital Signature Certificate (DSC)

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

8. Declaration

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

9. Details to be given

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

10. 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.

11. Communication

All communication sent by DCI as well as the e-procure portal 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.

12. Documents comprising the bid

Online- Two Covers: The offers are to be submitted online through e-procure portal (<http://www.eprocure.gov.in>) in two covers.

The Bids shall be in Two Cover System consisting of

- 12.1 Technical Bid (Cover A); and
- 12.2 Price Bid (Cover B)

12.1 Technical Bid (Cover A)

The Cover-A-Technical Bid contains the pre-qualification criteria and other Technical terms & conditions and other documents. The information required as per tender document shall be filled in the prescribed format and uploaded along with the requisite documents/ Annexure in the Technical Folder in the order stated [ITB Clause 12.1.1 to 12.1.15](#). The documents need to be provided on the letter head of the bidder wherever asked for and signed & 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.

- 12.1.1 A Bid Form except the Price Schedule.
- 12.1.2 A list of works tendered for and in hand / being executed as on the date of submission of bid with proof of documents.
- 12.1.3 Documentary evidence to establish that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - i) Audited balance sheet for the last three years ending with 31st March 2023

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- ii) Copies of Authentic performance certificates such as Work Order/Agreement/Work Completion Certificate obtained from the client indicating the bidder has carried out similar works successfully for last 7 years to be produced to establish the credibility mentioning total value of work and period of completion of work.
- 12.1.4 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-idtreasury@dcil.co.in along with electronic receipt/ UTR.
- 12.1.5 Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of:
- i) 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.
- Or
- ii) Bank Guarantee (copy to be uploaded online. Please refer to "NOTE" regarding the submission of original BG.)
- 12.1.6 Copies of original document defining the constitution or legal status, Place of registration and principal place of business of the company or Partnership.
- 12.1.7 Copy of PAN Card.
- 12.1.8 Copy of GST Registration Certificate.
- 12.1.9 Bank details along with copy of cancelled cheque.
- 12.1.10 Power of Attorney on stamp paper(non-judicial) Rs. 100/-, 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.) Tenders without notarized power of attorney shall be considered irresponsible and are liable for rejection.
- 12.1.11 Annexure I to XI.
- 12.1.12 Check-list for Technical Bid
- 12.1.13 Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer.
- 12.1.14 Integrity pact as per format.
- 12.1.15 Other documents prescribed in this bid document not mentioned above.

NOTE: Of the above documents, Sl.No.12.1.5(ii) EMD (in case of BG), Sl.No.12.1.10 Power of Attorney in ORIGINALS shall be forwarded so as to reach the address of Tender Inviting Authority before the due date of Submission of tender without which tender may be considered irresponsible.

12.2 Price bid (Cover B)

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

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13. Bid Form

The Bidder shall complete the Bid Form except the appropriate Price Schedule furnished in the Bidding Document along with the enclosures specified in [Clause 12.1 of ITB](#).

14. Bid Prices

The bidder shall quote his prices only in the Bill of Quantity (BOQ) in Excel format and upload it. The bidder should not indicate the prices anywhere directly or indirectly in the 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.

15. Bid Currencies

Prices shall be quoted in Indian Rupees only.

16. Documents Establishing Bidder's Eligibility and Qualifications

Pursuant to [ITB Clause 12](#), 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.

17. Period of Validity of Bids

The Tenderer shall keep open the validity of the Bid for 90 days from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request is made by DCI in writing or by email before the expiry of the initial validity period of 90 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 18](#) shall also be suitably extended.

18. Earnest Money Deposit (EMD)

18.1 Pursuant to [ITB Clause 12.1.5](#), the Bidder shall furnish the Earnest Money Deposit for the amount as indicated at Sl. No. 4, of Section-I of IFB, through NEFT / RTGS/ unconditional, irrevocable Bank Guarantee in favor of "Dredging Corporation of India Limited" payable at Visakhapatnam from any Scheduled or Nationalized Indian Bank. The same shall be uploaded in the Technical Bid (Cover-A). The details of payment along with electronic receipt/ UTR is to be sent by the bidder vide e-mail to DCI HO's e-mail id treasury@dcil.co.in and the confirmation email received from treasury@dcil.co.in along with electronic receipt/ UTR are to be uploaded in Technical Bid (Cover-A).

18.2 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 18.7](#). No interest what-so-ever may be payable by DCI on EMD.

18.3 The earnest money deposit shall be paid in the form of a NEFT / RTGS or a bank guarantee issued, and shall be valid for thirty (30) days beyond the validity of the bid.

18.4 Any bid not secured in accordance with [ITB Clauses 18.1 and 18.3](#) will be rejected by DCI as non-responsive, pursuant to [ITB Clause 28](#).

18.5 Unsuccessful Bidders' 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 18](#) without interest.

18.6 The successful Bidder's earnest money deposit will be refunded upon acceptance of the LoA 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 10% of contract value towards performance security has to be furnished / paid by way of NEFT/ RTGS/BG to DCI. In case EMD is paid through BG, the validity of the BG shall be suitably extended by the bidder on par with the validity of the Performance Security.

18.7 The earnest money deposit may be forfeited:

a) if a Bidder:

i. withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form,
(or)

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- ii. does not accept the correction of errors pursuant to [ITB Clause 31](#); (or)
- b) In the case of a successful Bidder, if the Bidder fails:
 - iii. to accept the Letter of Acceptance (LOA)/work order (or).
 - iv. to pay performance security within 07(seven) days of receipt of LoA (or)
 - v. to submit contract agreement duly signed and stamped in the prescribed formats within 10 (Ten) days from the date of issue of letter of acceptance (or).
 - vi. to commence the work within 14 (fourteen) days from date of issue of LOA.

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

- 19.1. The confirmation receipt of tender cost and EMD is to be obtained by the bidder from DCI HO's e-mail id treasury@dcil.co.in by giving the reference of the tender no. and name of the party, UTR. And after receipt of confirmation the same has to be uploaded with the tender along with electronic receipt/ UTR.
- 19.2. The scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical bid. In case of exemption of Tender Cost, the scanned copy of documents in support of exemption will have to be uploaded in the "Technical bid" 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 cheques or Demand drafts is not acceptable.

20. Format and Signing of Bid

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

D. SUBMISSION OF BIDS

21. Submission of Documents:

Based on undertaking furnished by the bidder in its Technical Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, DCI, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, DCI reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to DCI on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and DCI reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in DCI from future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

22. 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 online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

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23. 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.

24. Deadline for Submission of Bids:

- 24.1 Bids must be submitted on or before the last date of submission of bid as mentioned in the IFB through online only. Scanned copies of all the documents duly signed and stamped by the Tenderer on all pages to be uploaded online.
- 24.2 In the event of the scheduled due date of opening of bids being declared as a closed holiday for the Company or a “bandh”, the due date for opening of bids will be next working day.
- 24.3 DCIL may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with [ITB Clause 6](#), 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.
- 24.4 Late Bids: Any bid not submitted before the deadline for submission will be rejected.

25. Modification and Withdrawal of Bids

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

E. OPENING AND EVALUATION OF BIDS

26. 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. The Bidders may view the bid opening remotely on their personalized dash board under the link “Bid Opening (Live)” and can see the documents submitted by all participating bidders.

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

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

27. Clarification of Bids

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

Shri. V. Satheesh Chander Rao
Deputy General Manger (IT),
Dredging Corporation of India Limited
Dredge House, HB Colony Main Road
Seethammadhara, Visakhapatnam –530022
Mobile : 9676112224, e-mail: satishv@dcil.co.in

For Tender related enquiry please contact following person.

Ph: +91 9920453573
Email: pomumbai@dcil.co.in & rgm.kochi@dcil.co.in

28. Preliminary Examination:

- 28.1 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.
- 28.2 The bid which meets all the bid requirements is a responsive bid.
- 28.3 The bid, which is prima-facie responsive but contain some minor omissions/missing points is a substantially responsive bid and shall be processed further for rectifying the minor deficiencies.
- 28.4 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

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any Bidder.

- 28.5 The bid, which does not conform to all the essential and mandatory requirements and/or contains reservations with reference to the critical and essential terms and conditions of the bid, is a non-responsive bid.
- 28.6 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.

29. 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 at a later date. The date and time of opening of Cover B – Price Bid/ Bill of Quantities through e-procure.gov.in portal shall be informed to the technically qualified bidders and the Price Bid/Bill of Quantities will be opened online.

30. 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.

31. 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. The above documents will be specified online under the link – “Upload 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 “Upload Shortfall Document/Information” link. 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 online 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.

32. 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.

33. Prices:

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

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

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34. **Contacting Dredging Corporation of India Ltd. (DCI)**

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

35. **Award Criteria:**

35.1 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 lowest amount of BOQ (exclusive of GST) including all the services for three years for a particular project/port and thus became successful L-1 bidder for that project/port. If any item(s) of the BOQ (for a particular project) was not quoted, bid will be rejected. DCI reserves the right to accept or reject any bid as specified in [Clause 37 of ITB](#).

35.2 Upon finalization of the bids and arriving at L-1 bidder, DCIL shall issue Letter of Acceptance (LOA) to the successful bidder and contractor should execute the agreement as well as performance security.

35.3 Work order shall be issued to the successful bidder upon receipt of Performance Security & signing contract agreement.

36. **Right to Vary Period of Contract at Time of Award:**

The contract period is for 3 years w.e.f. 01.12.2023 or date as indicated in LoA / Work Order.

Before expiry of the contract, the tenderer shall be informed by written notice to extend the contract for further period as per discretion of DCI with same rates, terms and conditions. DCI reserves right to extend/curtail the period of contract and decision in this matter will be final, binding on the contractor and will not subject to the arbitration. Contractor has to execute the work as per rates quoted in schedule of rates/Negotiated Rates and as per Contract Conditions laid down in Tender document during the initial contract period and extended/curtailed period.

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

37. **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.

38. **Notification of Award**

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

39. **Performance Security**

Within 07 (Seven) days from date of LoA 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 days from the date of LoA issued shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

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

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

41. **Corrupt or Fraudulent Practices**

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

41.1 "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

41.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or

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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;

- 41.3 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.
 - 41.4 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.
 - 41.5 The tenderer shall enclose a certificate that “he/she is not related to any officer of Dredging Corporation of India Limited or any other officer of the rank of Under Secretary or above in the Ministry of Ports, Shipping and Waterways,” The tenderer shall also furnish a declaration with his tender enclosing the names of the relatives who are employed in DCI, if any.
 - 41.6 The tenderer shall have to give a certificate that the tenderer has not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and has not committed any offence under the Prevention of Corruption Act in connection with the bid.
 - 41.7 The tenderer shall give a certificate that the tenderer shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.
- 42. Maintaining Occupational Health, Safety, Security, Quality, Environment and other codes / standards as per ISO 45001:2018, ISM, ISPS, ISO 9001:2015 and ISO 14001:2015:**

DCI has been implementing Occupational Health & Safety as per ISO 45001:2018 of ISO on vessels and shore offices, maintaining International Safety Management (ISM) Code and International Ship and Port facility Security (ISPS) Codes prescribed by International Maritime Organization (IMO) and administered by Directorate 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.

43. General:

- 43.1 Bid Documents are not transferable.
- 43.2 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.
- 43.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 43.4 All Tender Documents shall be treated as private and confidential and must be returned back to DCI, without defacing or altering.
- 43.5 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 43.6 In case of corrigendum/addendum regarding the subject tender work, DCI will publish the same only on websites www.eprocure.gov.in & www.dredge-india.com. Tenderers are requested to visit the websites regularly.
- 43.7 After award of work, all correspondences must be made with the respective Project In-charge of DCIL project office.

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SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application & Definitions of the terms

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

- i) Bidder: Means the person or persons, firm or company who bids for the work.
- ii) Contractor: Means the person or persons, firm or company whose bid/offer has been accepted and also fulfilled contractual obligations viz., executing Agreement, Integrity pact etc.
- iii) Engineer: Authority nominated as such by DCIL for this contract.
- iv) Project In- Charge: Means DCIL's officer authorized as In-charge of the project.
- v) Contract agreement: Means the agreement entered into between DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. Tender notice, complete tender document including corrigendum and addendum, LOA, work order, agreement, correspondence exchanged before the issue of work order by which the Conditions of Contract are amended, varied or modified in any way by mutual consent will form part of the Contract.
- vi) Singular includes plural and vice-verse and masculine includes feminine and vice-verse where the context so requires.

2. Standards

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

3. Performance security ([Pursuant to clause no.39 of ITB](#))

- 3.1 Within 07 (Seven) days from date of LoA 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 LoA issued shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.
- 3.2 The proceeds of the Performance Security shall be payable to the DCIL as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 3.3 A sum equal to 10% of each of the work contract value as indicated in LoA shall be deposited by the contractor by e-payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favor of Dredging Corporation of India Limited payable at Visakhapatnam as per Proforma at Annexure-II enclosed. Bank Guarantee shall remain valid for a period of three months beyond the original or extended contract period as applicable from the date of the award of contract and shall be renewed for a further period, if required so. In case if any increase in value of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.
- 3.4 At the option of contractor, 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.
- 3.5 In case the contract is further extended by giving additional quantity, sum equal to 10% of the contract value for the extended period of contract shall be deposited within 07 (seven) days after receiving an intimation of extension of contract from DCIL. Performance Security Deposit will not carry any interest.
- 3.6 Before releasing the performance security, after the work is completed, the contractor is required to submit a "No dues and no claims" Certificate / letter to DCI and the contractor shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a "No dues and no claims certificate".
- 3.7 [Subject to Clause 3.5](#) the performance security will be discharged by DCIL and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

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4. Security Deposit:

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

5. The Contract & General Obligations of Contractor

5.1 Contractor Cannot Sub-let the Work

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

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

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

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

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

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

- i) Pollution of waterway and damage caused to jetty, lock, other boat or other structures related to waterway, in transportation used by the contractor.
- ii) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- iii) By 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/contractor or as a result of any act or omission by the Contractor in connection with and in the course of execution and maintenance of the contract work.

5.4 Bidder not to publish Photograph Particulars of Work

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

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6. Insurance

- 6.1 The contractor shall without limiting his or DCI's obligations and responsibilities insure in the joint names of the contractor and DCI.
- 6.2 The contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
- 6.3 The contractor shall without limiting his or DCI obligations and responsibilities insure in the joint names of the contractor and DCI against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).
- 6.4 The contractor shall without limiting his or DCI obligations and responsibilities insure in the joint names of the contractor and DCI against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen).
- 6.5 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected.
- 6.6 The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurance at all times.
- 6.7 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 6.8 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.
- 6.9 By 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 Contractor or as a result of any act or omission by the tenderer/contractor in connection with and in the course of execution and maintenance of the contract work.

7. Payment:

- 7.1 The Contractor's request(s) for payment shall be made to the DCI Project Manager, in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 7.2 The Bill for Services rendered/ payment will be on monthly basis upon prompt submission of GST invoices timely and with all the necessary supporting documents, bills/vouchers. Delayed invoices and the invoices submitted without necessary supporting documents shall not be considered and be returned back to the contractor.
- 7.3 No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 7.4 The work done certificate should be certified by Master of the Dredger or Project In-charge, as mentioned in SCC.
- 7.5 Payment shall be made within 45 (forty five) days of submission of an invoice/claim by the Contractor complete in all respects, provided that bill/Invoice submitted by the Contractor are complete in all respect 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 Contractor to the satisfaction of DCI. DCI will not be liable for delayed payments, if any, for any reasons whatsoever.
- 7.6 Payment shall be made through RTGS / NEFT from Head Office, Visakhapatnam to the bank account, as provided by the bidder in the tender. However, no interest will be paid for any delay in releasing of payment. DCI will not be responsible for non-receipt of payment due to incorrect bank account details provided by the tenderer in tender. The payment will be made after deduction of SD, Recoveries/ Disallowances, IT, LD, penalties/ fine/ interest (if applicable) and Service provider shall not have any objection on the same. Contractor shall collect all requisite details viz., bill wise admissible bill value, deductions, SD, etc. from the Finance Dept, Head Office, Visakhapatnam on monthly basis. On receipt of payment, any further details shall be obtained by the Contractor from Finance Dept within one week

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from the date of receipt of payment.

- 7.7 GST will be reimbursed only when the service comes under GST purview. GST will be paid / reimbursed as per the rates applicable to that particular service, subject to actual payment made by the party to the Government. GSTR1 for each bill should be filed on a monthly basis and when the same will appear in our GSTR2A portal, payment against the invoice shall be released.
- 7.8 Monthly bills to be submitted to DCI on or before 7th of every month along with all supporting documents in original duly certified by Master DCI Dredgers and one copy of the above without fail, after paying the wages and all the statutory payments. Invoices of more than one month will not be accepted by DCIL. Invoices cannot be processed on the photocopy of the documents.
- 7.9 Payment will be released after deductions of SD, Recoveries/ Disallowances, IT, penalties/ fine/ interest (if applicable) and Service provider shall not have any objection on the same.
- 7.10 In case of excess payment noted during reconciliation by DCI, at any time during the period, such payments/ dues shall be recovered from the contractor bills / invoices in hand or other contracts of the Contractor with Corporation OR same shall be paid by the contractor to the DCI on demand as debt due to the DCI.

8. Prices:

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

9. Contract Agreement:

Within 10 (Ten) days from the date of issue of Letter of Acceptance, the Contractor shall, at his own expense, enter into and execute a Contract Agreement on non-judicial Rs.100/- stamp paper to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract. Failure of the successful Bidder to execute contract agreement shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

9.1 Interpretation of Contract Document

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

9.2 Contract Amendments

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

10. Force Majeure

- 10.1 Notwithstanding the provisions of [GCC Clauses 12 and 13](#), the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. In case of Force majeure, extension of time shall be granted for the approved Force Majeure period.
- 10.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor'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.
- 10.3 If a Force Majeure situation arises, the Contractor 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, as 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 of prevented by the Force Majeure event.
- 10.4 The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify, in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than three days from the beginning of such circumstances.

11. Delays in the Bidder's Performance:

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- 11.1 The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by DCI.
- 11.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) encounters conditions impeding timely performance of Services, the Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 11.3 Except as provided under GCC Clause 10, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 12, unless an extension of time is agreed upon pursuant to GCC Clause 11.2 without the application of liquidated damages.

12. Liquidated Damages (LD):

Liquidated damages (LD) @ 1% per week or part thereof, up to a maximum of 10% of the contract value, shall be levied on the Contractor by DCI if the contractor fails to provide Agency services within 14 days from date of LoA or failure to provide agency services during the period of contract. Once the LD reaches 10% of the total contract value, DCIL shall terminate the Contract pursuant to [GCC Clause 13](#), apart from invoking other rights and remedies as available to DCI as per the contract.

13. Termination for Default

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

- i) If the Contractor fails to provide the service for 15 days continuously, or within any extension thereof granted by DCI.
- ii) If the Contractor fails to perform any other obligation(s) under the Contract.
- iii) If the Contractor, in the judgment of DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv) 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 shall be liable to DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

14. Termination for Insolvency

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

15. Termination for Convenience

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

16. Settlement of Disputes/Arbitration clause

- 9.1 In case of dispute between DCI and the contractor for contract up to Rs.10 Crores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of CGM, shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of CGM.
- 9.2 Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a

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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.

- 9.3 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.
- 9.4 The Sole Arbitrator is prohibited from awarding any interest for the pre-reference and pendent lite.

17. Applicable Law

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

18. Compliance with Statutory Requirements:

The Contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re- enactment of state or central government and other local authorities and any other enactments and acts that may be passed in future either by the state or the central government or local authority including Employees Compensation Act, Contract Labor (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Minimum Wages Act, Employees Provident Fund Act, Merchant Shipping Act and other Maritime Legislations / Rules / Regulations, etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Bye-laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, DCI shall be entitled to deduct the same from any monies due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which DCI is required or called upon to pay or reimburse on behalf of the Contractor.

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

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

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

19. Taxes and Duties

The contractor shall pay all taxes including, levies, duties, etc. which he may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of bid in respect of or in accordance with the execution of contract and 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 contractor as per the relevant

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provisions of the Income Tax Act.

21. Breach of Contract:

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

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

22. Information about Employment of Relatives:

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

23. Undertaking that bidder has not indulged in corruption:

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

24. Information about Litigation:

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

25. Vendor registration form:

The bidder shall fill the details in the Vendor Registration Form in the prescribed format ([Annexure-VIII](#)) and up load relevant documents viz., PAN, GST no. Bank account no. 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 e-procurement portal. Hence Bidders are requested to indicate their valid corporate e-mail- id and mobile no. of authorized representative for communications through e- mails / SMS alerts (if any).

27. Debarring or Black listing:

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

28. Notice to Contractor:

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

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willful misconduct, the Contractor shall not be liable to DCI, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor 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. All disputes arising out of or under this contract will be subject to the jurisdiction of court at VISAKHAPATNAM only.

33. Backing Out

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

34. Integrity Pact

34.1 The Integrity Pact has been included to this subject Tender and to be submitted duly signed & stamped on all pages, on Rs.100/- non-judicial stamp paper in 02 (two) sets (in originals) as per the Annexure-XI. This Integrity Pact will form part of the Tender Document.

34.2 The successful tenderer will also be required to sign the “**Integrity Pact**” as enclosed under the prescribed formats.

35. Backing out from contract:

In case of backing out from the contract for any reasons including extension period, the entire Performance security, Security deposit, etc. will be forfeited.

36. Foreclosure of the contract:

If at any time after award of the contract, DCI for any reason whatsoever does not require the whole or any part of the work to be carried out, DCI shall give 03 calendar days’ notice in writing (email/letter/any other written mode) to that effect to the contractor. The contractor shall not have any claim for compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such work. The contractor shall be paid at contract rate for the works executed charges.

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SECTION-IV
SPECIAL TERMS AND CONDITIONS OF CONTRACT

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

1. SCOPE OF WORK:

1.1 In broad (Overall):

DCI is interested to award the work of “Providing Agency Services to DCIL’s dredgers and other vessels at Gujarat (Kandla Port), Maharashtra (Mumbai Port/ Mumbai Navy & Dabhol) & Goa (Mormugao Port) for 3-years contract” to the experienced service providers viz., agents for 3 years at above mentioned projects.

1.2 In Specific (BOQ item wise):

Sl. No.	Description (Name of Service)
1	Agency fee including conveyance, communication and miscellaneous expenses with Port/ Customs.
2	Service charges for arranging inward clearance /other formalities at the time of arrival of the vessel.
3	Service charges for arranging outward clearance /other formalities at the time of sailing of the vessel.
4	Misc expenses for PHO per Attendance.
5	CTM delivery per trip per vessel (includes conveyance & insurance)
6	Disposal of food waste and other garbage removal (of all types upto 3 cum) from the vessels and providing certificate in this regard.
7	To arrange pest control services on board dredgers.
8	Service charges for arranging Fumigation treatment on board vessels.
9	Conversion of vessels i) From Coastal to Foreign trade ii) From Foreign to Coastal trade
10	Fees for crew change (including sign-off, sign-on, immigration inclusive of all charges)
11	Diving permission
12	Hot work permission
13	To arrange routine launch services to vessels per day. i) Operational upto 6 hrs per day ii) For every extra hour.
14	To arrange Laundry services to vessel per lot of 25 assorted items.
15	To provide casual/Un Skilled labour on board vessels and shore.
16	Service charges for arranging Port gate passes as required by DCIL personnel, DCI authorized visitors, guest, service Engineers (including foreign personnel), materials, etc. as well as vehicle including driver. (Actual amount paid for the pass to the Port will be paid separately on submission of original bills).
17	To arrange Taxi/Car transport to DCIL personnel, DCI authorized visitors, guests etc.
18	To arrange for a doctor onboard vessel in case the crew needs medical assistance (including doctor visit charges and agency service charges).

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1.3 Work Requirements:

In broad (Overall):

- a) The services of Agents shall be made available on as and when required basis depending on the work requirements.
- b) In case of holidays and during late hours, services should be rendered based on the intimation given to the contact telephone numbers, provided by the Contractor.
- c) Upon commencement of the contract, the Contractor's representative shall be in contact with DCI Project Office on all working days and holidays and should attend the calls from dredgers/DCI immediately.
- d) The Contractor should be able to cater/provide immediately any number of requirements as desired by the corporation on any day within the reasonable period on intimation.
- e) If the Contractor fails to do so, alternative arrangements will be made at the risk & cost of the contractor and expenses incurred thereof will be deducted from the successful tenderer while settling their bills.
- f) DCI TSHDs (Trailer Suction Hopper Dredgers), CSDs (Cutter Suction Dredgers) & other crafts will have approximate operating manning varying from 35 to 45 personnel per vessel. However, during dry-dock repairs, the manning will be reduced as per our Company's policy from time to time.
- g) Other services, if any, shall be utilized as per the requirements through the agents at discretion of the Corporation.
- h) Any other services such as port dues, on account of the Corporation shall be paid at actuals to the Contractor subject to the production of documentary proof/ supporting documents. No other expenses will be payable to the contractor.
- i) The contract period shall be for a period of three years from 01.11.2023 or date as indicated in LoA/Work Order.
- j) DCI reserves right regarding giving extension, deciding period of extension, curtailment of the contract period and decision in the matter will be final.
- k) Operating agency service at port is subject to DCI getting dredging work.
- l) In case DCI is not getting work during this contract period or in particular year of contract at the projects, no work will be allotted to Contractor regarding agency services mentioned in the tender and no compensation will be entertained from the contractor in this regard.
- m) In case agency services are required at a particular port, DCI has full discretion of operating any of the item/quantum of quantity in the BOQ or all the items as mentioned in Schedule of Rates/BOQ.
- n) The quantity mentioned for each of the item in BOQ for each project is approximate only and may increase or decrease, depend upon operational requirements at that project/s. No claim / any type of compensation will be entertained from the contractor and the contractor has to execute the contract as per the agreed rates and T&Cs.
- o) Out of the various projects given in the Bill of Quantities, the bidder may quote for all or any of the projects. However, the bidder should invariably quote for all the compulsory items has specified in respective BOQ for a particular project for which the bidder is interested. If not so, the bid will be rejected. For evaluation of L1, the rates of this compulsory items will be considered.
- p) After placing the LoA, Contractor has to commence the work from the effective date stated in the LoA /date intimated by DCI Project Office.
- q) In case DCI gets a dredging contract at a Port (within India) other than specified in this tender, successful bidder for nearest Port/project, shall provide agency services at the new Port at the same rates, terms & conditions of the running contract.
- r) The agents shall notify and keep DCI updated with regard to new / amendments with regard to rules & regulations, policies, etc. issued by local port / customs / immigration / any other statutory authorities from time to time.

In Specific (item wise):

1) Agency fee:

- a) The agency fees for a vessel include all agency services of that vessel except for the services mentioned separately.
- b) It is paid on lump sum basis per vessel per month.

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- c) It includes conveyance, communication and all miscellaneous expenses with Port /Customs/immigration/etc. for arranging berth, unberthing, anchorage, pilotage, tugs, mooring & all other port-related marine services as per DCI requirement.
 - d) It shall be limited to 50% of the agreed rate, in case the dredger remains idle under port instructions/break down/double-banking/alongside berth/anchorage for more than 10 days in a month.
 - e) Certification from Master of the vessel for the services rendered during the month to be enclosed with the monthly invoice.
- 2) To arrange inward / outward clearance:**
- a) Port clearance of vessels is to be arranged whenever a vessel enter/exit a port. All relevant documents to be collected from the vessel by the agency & submitted to the authorities concerned, etc.
 - b) It is paid on lump sum basis per call per vessel.
 - c) It includes conveyance, communication and miscellaneous expenses.
 - d) Port related charges towards Port dues, Tug Assistance, Pilotage, alongside Berth, anchorage charges, etc., if any are either non-chargeable by the port or adjusted from the dredging payable to DCI as per the dredging agreement, and hence the charges need not be payable by the agency to the port. In case of no such provision in dredging agreement with port or where there is no dredging contract existing with that port for DCI, the agency shall pay all the applicable port related charges from their end and claim reimbursement of the expenses from DCI in the monthly invoice by enclosing the supporting documents/bills/vouchers duly certified by Master of the vessel for the services rendered.
 - e) Port/customs/immigration inward/outward clearance and the receipt for port charges paid by the contractor, issued by the port are to be enclosed along with all supporting documents with the monthly invoice.
- 3) Arranging PHO:**
- a) Port Health Officer is to be arranged on board DCI Vessels as and when necessary for medical chest inspection, SSEC/SSCEC, De-rating certificate, routine inspection, etc.,
 - b) It is paid on lump sum basis per call per vessel.
 - c) It includes PHO fees, conveyance, communication and miscellaneous expenses.
 - d) For the purpose of visit to vessel at stream (to & fro), the Contractor may avail the service of DCI Routine Boat at free of cost, as per the Boat timing given by the Project Office.
 - e) Certification from Master of the vessel for the PHO visit arranged with details of purpose and date of visit to be enclosed with the monthly invoice.
- 4) Cash to Master (CTM) delivery:**
- a) It is paid on lump sum basis per trip per vessel.
 - b) It includes conveyance, communication and miscellaneous expenses including insurance.
 - c) Project Office will intimate the date of payment to the Master and DCI shall credit the required amount to Contractor.
 - d) Contractor is required to make the payment directly to the Master of the vessel specified as per the schedule/ date given by Project office and produce the required acknowledgement to Project Office (PO).
 - e) For the purpose of visit to vessel at stream (to & fro), the Contractor may avail the service of DCI Routine Boat at free of cost, as per the Boat timing given by the Project Office.
 - f) Signed & stamped Cash receipt from Master of the vessel to be enclosed with the monthly invoice.
- 5) To arrange food waste and other garbage removal from vessels:**
- a) It is paid on lumpsum basis per call per vessel.
 - b) It includes conveyance, communication, containers/bags and miscellaneous expenses.
 - c) The food waste and other garbage of DCI vessels are to be collected from DCI vessels (at anchorage/ alongside berth/ double-banking/ dry-dock) once in every 15 days (or as per instructions received from DCI project office) and should handover to the port authorized shore-reception facility for disposal in compliance Swatch Sagar and other regulations issued from time to time.

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- d) Relevant ANF related documents are to be uploaded online in SWATCH SAGAR portal for each disposal work.
 - e) The Waste Delivery Receipt (WDR) for the removed food waste & garbage in the “standard format” approved in line with MARPOL regulations shall be provided to the vessel by the port reception facility and same shall also be uploaded in Swatch Sagar portal. The WDR shall be certified & signed with seal by Master of the vessel.
 - f) The food waste and other garbage should be collected in separate containers/bags approved by statutory authorities.
 - g) On each time of collection, new containers/ bags are to be placed on board the vessels by the contractor at designated locations of the vessel as per instructions by Master/ ship staff for further stacking of food waste/garbage.
 - h) For the purpose of visit to vessel at stream (to & fro), the Contractor may avail the service of DCI Routine Boat at free of cost, as per the Boat timing given by the Project Office.
 - i) Certification from Master of the vessel for the removal of food waste / Garbage from the vessel and copy of the Waste Delivery Receipt are to be enclosed with the monthly invoice.
- 6) To arrange pest control services:**
- a) It is paid on lump sum basis per call per vessel.
 - b) It includes conveyance, communication and miscellaneous expenses including equipment & accessories, man-power, medicines/chemicals, etc.
 - c) Pest Control services are to be arranged on board DCI Vessels as and when necessary at berth or at anchorage or double-banking or dry dock, to the satisfaction of the ship staff.
 - d) For the purpose of visit to vessel at stream (to & fro), the Contractor may avail the service of DCI Routine Boat at free of cost, as per the Boat timing given by the Project Office.
 - e) Certification from Master of the vessel for arranging pest control to be enclosed with the monthly invoice.
- 7) Fees for crew change (SIGN-ON / SIGN-OFF) including immigration:**
- a) Statutory services necessary during Crew change are to be provided as and when necessary on all days.
 - b) It is paid on lump sum basis per crew change.
 - c) It includes conveyance, communication and miscellaneous expenses.
 - d) Certification from Master of the vessel for work done with list of Officers & Crew for whom service has been rendered to be enclosed with the monthly invoice.
- 8) To arrange gate passes (including RFID passes, wherever required)**
- a) It is paid on per pass basis.
 - b) Contractor to arrange gate passes (including RFID, wherever required) for officials/authorized personnel of DCI, service engineers/technicians/personnel (Indian/Foreign personnel), etc. within one day (for Indian national) and three days (for foreign national). All required documents to be collected from the concerned personnel directly by the contractor for timely pass arrangement.
 - c) It includes conveyance, communication and miscellaneous expenses towards port/customs/immigration formalities, etc.
 - d) Certification of work done by Master of the vessel / DCI official along with copy of the gate-passes to be enclosed to the monthly invoice.
- 9) Conversion of vessels (From Coastal to Foreign trade & vice-versa):**
- a) It is paid on lump sum basis per vessel per time.
 - b) It includes conveyance, communication and miscellaneous expenses including visit of officials of customs/immigration/other authorities, on board, as required.
 - c) Conversion of vessels – From Coastal to Foreign trade or vice-versa is to be done as and when necessary and submitted to DCI accordingly. All relevant documents to be collected from the vessel for the purpose.
 - d) Certification from Master of the vessel for receiving original conversion certificate to be enclosed with the monthly invoice.

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10) To arrange Laundry services to vessel

- a) It is paid on per lot per vessel-wise basis.
- b) It includes all expenses towards collection of linen items (bed sheets (single, double), counterpan, pillow covers, blankets, bath-towels, face/hand towels, table cloth, curtains) from vessel at stream/berth/double banking/dry-dock, washing, stains-removal, drying, ironing & delivery back to vessel to ship staff satisfaction.
- c) Collection to be done within 2 days from date of intimation by DCI by email/letter & delivery to be done within 15-days.
- d) For the purpose of visit to vessel at stream (to & fro), the Contractor may avail the service of DCI Routine Boat at free of cost, as per the Boat timing given by the Project Office.
- e) Certification from Master of the vessel for work done with detailed list (containing details of each linen item washed, quantity) of the washed linen-items to be enclosed with the monthly invoice.

11) To provide casual/ unskilled labour on board vessels and at shore.

- a) It is paid on per man-day basis.
- b) Semi-skilled & unskilled labour to be provided to DCI for working in DCI offices, on board DCI dredgers, survey launches, shore, as per DCI requirements upon request from DCI project office.
- c) The duration of labour-requirement including extension (if any), will be intimated by DCI from time to time and contractor has to provide the labour services (on shift-basis i.e., normal, overtime shifts) for the required period within one week from date of intimation by email/letter from DCI. One day notice will be provided to curtain/terminate/extend the duration of labour requirement.
- d) It includes conveyance, communication and miscellaneous expenses, PF, insurance, accommodation, food, medical, and all other liabilities as required, etc., which are likely to be involved for providing man-power services to DCI.
- e) Certification of the work done {containing actual man-days provided by the contractor, duly certified by master of the vessel (for on-board work) and DCI Project In-charge (for shore-work)} to be enclosed in ORIGINAL along with the monthly invoice.

12) To arrange routine launch (minimum 200HP capacity) services to vessels.

- a) It is paid on per day pr launch basis with operational upto 6 hrs a day.
- b) Boat Trips to be provided arranged on all days as per DCI/vessel's requirements.
- c) Includes supply, manning and operation of the boat, fuel and all expenses involved.
- d) Routine boat shall be in possession of all valid plying permissions, fitness certificates, marine insurance cover (including competent crew as per certificate, wreck, etc.), LSA/FFA accessories, etc. as required for safe operations at the port where it is being deployed.
- e) One week notice will be given for routine boat requirement. One day notice for termination/curtailment/extension of requirement.
- f) Daily log-book with details of the trips made (from & to) to each vessel, timings, place/location of trip, etc. shall be maintained by the contractor. Each trip shall be certified (with signature & stamp) by Master of the concerned vessel.
- g) Certification from Master of the vessel & log book in original to be enclosed with the monthly invoice.

13) To arrange Taxi transport to DCIL personnel, DCI authorized visitors, guests etc. (12 hrs.)

- a) It is paid on 12 hrs / 120 KMS basis per vehicle per day.
- b) 2021 or later model AC Sedan or equivalent vehicle (any brand, running on any type of fuel) having valid RFID registration (with port), RC, PUCC (as applicable), insurance, to be provided to DCI within one day notice from DCI. Driver also should have valid RFID pass & DL.
- c) Vehicle will be required for commuting to any place within Kandla, Mumbai/Thane/Navli Mumbai & Goa viz., airports, port office & port areas/berth/quays, customs, immigration, IRS, MMD, Navy, shipyard, dry-docks, etc.
- d) It includes expenses towards fuel, driver wages & batta, repairs & maintenance, insurance and all other miscellaneous expenses. Toll & parking fees will be reimbursable subject to certification of the fees receipt by the concerned passenger.

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- e) Daily Trip-sheets/log-book indicating the vehicle details (make, model, registration number), time & place when reporting & leaving duty, KM (from & to), hours (from & to), places of visit, etc., has to be maintained by the contractor and shall be certified by the concerned personnel who have travelled. Responsibility lies with the driver/contractor to obtain the required signatures/certification of trip-sheets/log book.
- f) Original Daily trip sheets, toll fees & parking fees receipts to be enclosed with the monthly invoice.

14) To arrange for a doctor in case the crew needs medical assistance.

- a) It is paid on lumpsum per call basis.
- b) It includes conveyance, communication and miscellaneous expenses for arranging DG approved doctor's visit to vessel at stream/berth/double-banking/anchorage/dry-dock/etc.
- c) Contractor to arrange for doctor's visit to vessel within one day notice from DCI & provide required medical assistance to ship staff on board.
- d) Certification of work done from Master of the vessel to be enclosed with the monthly invoice.

15) Diving permission, Hot Work permission

- a) Relevant Permissions to be obtained from the concerned authorities and provided to the vessel upon request from DCI project office.
- b) It is paid on lump sum basis per permission per vessel.
- c) It includes conveyance, communication and miscellaneous expenses.
- d) Certification from Master of the vessel for work done with list of Officers/ Crew for whom service rendered to be enclosed with the monthly invoice.

16) Carrying out Fumigation to vessels:

- a) It is paid on lump sum basis per call per vessel.
- b) It includes conveyance, communication and miscellaneous expenses such as transportation (to & fro) for Officers & Crew from Vessel to Lodge/hotel during evacuation and joining back, Lodging charges for Officers & Crew, chemicals, medicines, gate entry permits/passes, etc. Boarding charges will be borne by ship staff.
- c) Fumigation services are to be arranged on board DCI Vessels at selected projects as and when necessary at alongside berth/anchorage/double-banking/dry-dock.
- d) Certification from Master of the vessel for Carrying out Fumigation to be enclosed with the monthly invoice.

2. Commencement of Work:

The work should be commenced within 14 (fourteen) days from the date of issue of LOA. The date of commencement of work shall be from 01.12.2023 or the date as indicated in our LoA/Work Order, which will form the basis for the contract period.

3. Contract Period:

The contract period is for 03 years w.e.f. 01.12.2023 or the date as indicated in our LoA / Work Order.

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

If the contractor abandons the contract or fails to commence the work without valid reasons or is unable to maintain sufficient Agency services progress as per the agreed programme, DCI may give 5 days' notice to rectify the works. If the rectification of said work is not taken care of as per terms and conditions of contract to the satisfaction of DCI, apart from forfeiture of Performance security and Security deposit, the balance work shall be carried out at the risk and cost of the contractor. In this regard the total expenditure incurred will be deducted from the bills/ balance amounts due to the contractor. If the total expenditure is more than the bills/balance amounts due to the contractor, then after adjustment from the bills/balance amounts due, the remaining is to be borne by the contractor and will be recovered from the contractor any amounts payable to the contractor from DCI and /or as debt due.

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ANNEXURE-I

BID FORM

Date: _____

To

The Project Manager,
M/s. Dredging Corporation of India Limited,
Western Regional Office- Mumbai
Flat No: B-1, F-2, B Wing,
Sector-10, Vashi, Navi Mumbai,
Maharashtra – 400703.

Sir,

Sub: Providing Agency Services to DCIL's dredgers and other vessels at various projects under the DCIL Western Regional Office {i.e. Gujarat (Kandla), Maharashtra (Mumbai & Dabhol) & Goa (Mormugao)} for a period of 03 years - Reg.

Ref : Tender No. DCI/OPS/WRO-M/Agency Services/2023-24, Date 10.11.2023

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver as per scope of work in conformity with the said bidding documents for the sum or such other sums as may be as ascertained in accordance with the Schedule of Prices submitted separately as a Price Bid and made part of this Bid.

We undertake, if our Bid is accepted, to provide the services in accordance with the schedule specified in the Schedule of Requirements/given by DCI and complying with all other terms and conditions of the tender and Contract.

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

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

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

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

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

Dated this _____ day of _____ 2023.

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-II

FORM OF BANK GUARANTEE
(IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.:

Date:

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

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

(herein after called the said “CONTRACTOR” from the demand under the terms and conditions of an Agreement / Contract / Work Order dated, made between DCI and Contractor for “Providing Agency Services to DCIL’s dredgers and other vessels at various projects under the DCIL Western Regional Office {i.e. Gujarat (Kandla), Maharashtra (Mumbai & Dabhol) & Goa (Mormugao)} for a period of 03 years”(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),

1. We here in after referred to as “the Bank” at the request of M/s. _____ (*Contractor*) do here by undertake to pay to the DCI an amount not exceeding Rs. _____ (Rupees Only) against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of by said Contractor of any of the terms and conditions contained in the said Agreement.
2. We do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the DCI without reference to the Contractor and such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees _____ Only)
3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor or any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this bank guarantee being absolute and unequivocal. The payment so made by us under this bank guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

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

Dated_____day of 2023

For

(Name of the bank with address)

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-III

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.
Date :

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

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

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

THE CONDITIONS of this obligation are:

- a) if a Bidder:
 - i. withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - ii. does not accept the correction of errors pursuant to [ITB Clause 31](#); or
- b) in the case of a successful Bidder, if the Bidder fails:
 - i. To accept the LOA/and work order or
 - ii. To pay performance security within 07(seven) days from the date of issue of letter of acceptance (or)
 - iii. To submit contract agreement duly signed and stamped in the prescribed formats within 10 (ten) days from the date of issue of letter of acceptance (or)
 - iv. to commence the work within 14 (fourteen) days from date of issue of LOA.

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

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

Dated.....day of2023

For (Indicate Name of the Bank)

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-IV

FORM OF CONTRACT AGREEMENT

This agreement made on day of _____ between **M/s. Dredging Corporation of India Limited**, a body under the Companies Act, 1956, having its Head Office at Office at “Dredge House” , H.B Colony Main Road, Seethammadhara, Visakhapatnam (here in after called “the EMPLOYER”, which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office”) of the one part and _____(Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part, whereas the “Employer” is desirous of “Providing Agency Services to DCIL’s dredgers and other vessels at various projects under the DCIL Western Regional Office {i.e. Gujarat (Kandla), Maharashtra (Mumbai & Dabhol) & Goa (Mormugao)} for a period of 03 years” and whereas the CONTRACTOR has deposited a sum of Rs. _____ as Performance Security in the form of RTGS/NEFT/BG for the due fulfillment of all the Conditions of the Contract:

Now this agreement witnesseth as follows:

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

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

CONTRACTOR

EMPLOYER

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Signature of Tenderer with Seal

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

Seal : Seal :

In the presence of Witness

Signature : Signature :

Name & Address : Name & Address :

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-V

PROFORMA FOR EMPLOYMENT OF RELATIVES

Date:

To
The Project Manager,
M/s. Dredging Corporation of India Limited,
Western Regional Office- Mumbai
Flat No: B-1, F-2, B Wing,
Sector-10, Vashi, Navi Mumbai,
Maharashtra – 400703.

Sir,

Sub: Tender for “Providing Agency Services to DCIL’s dredgers and other vessels at various projects under the DCIL Western Regional Office {i.e. Gujarat (Kandla), Maharashtra (Mumbai & Dabhol) & Goa (Mormugao)} for a period of 03 years” –Reg.

With reference to your Tender No.: DCI/OPS/WRO-M/Agency Services/2023-24 Date: 10.11.2023 and as per [CI.No.22 of GCC](#), we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd. Or any Officer of the rank of the Asst. Secretary or above in the Ministry of Ports Shipping and Waterways, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘OR’

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

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

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

**Strike out whichever is not applicable.*

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

ANNEXURE-VI
PROFORMA FOR UNDERTAKING

Date:

To
The Project Manager,
M/s. Dredging Corporation of India Limited,
Western Regional Office: Mumbai
Flat No: B-1, F-2, B Wing,
Sector-10, Vashi, Navi Mumbai,
Maharashtra – 400703.
Sir,

Sub: Tender for “Providing Agency Services to DCIL’s dredgers and other vessels at various projects under the DCIL Western Regional Office {i.e. Gujarat (Kandla), Maharashtra (Mumbai & Dabhol) & Goa (Mormugao)} for a period of 03 years” – Reg.

With reference to your Tender No. DCI/OPS/WRO-M/Agency Services/2023-24 Date: 10.11.2023 and as per [Cl.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 [Cl. 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

Signature of Tenderer with Seal

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

ANNEXURE-VII

PROFORMA FOR LITIGATION

Date:

To
The Project Manager,
M/s. Dredging Corporation of India Limited,
Western Regional Office: Mumbai
Flat No: B-1, F-2, B Wing,
Sector-10, Vashi, Navi Mumbai,
Maharashtra – 400703

Sir,

Sub: Tender for “Providing Agency Services to DCIL’s dredgers and other vessels at various projects under the DCIL Western Regional Office {i.e. Gujarat (Kandla), Maharashtra (Mumbai & Dabhol) & Goa (Mormugao)} for a period of 03 years” –Reg.

With reference to your Tender No. DCI/OPS/WRO-M/Agency Services/2023-24 Date 10.11.2023 and as per [Cl.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.....

*Strike out whichever is not applicable.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-VIII

VENDOR REGISTRATION FORM

FORM FOR VENDOR CODE CREATION/CHANGES IN ERP			
1.0 VENDOR DETAILS:			
Name of the Vendor		* Vendor Code	
Address (including PIN code)			
Mobile Number		Email ID	
2.0 Taxation and Other Registration Details : (Supporting copies needs to be attached)			
PAN No.		GSTIN	
Type of Vendor	Registered / Unregistered / Composite Dealer <i>(Tick whichever is applicable)</i>		
<i>Note: In case vendor does not provide PAN, TDS @ 20% will be deducted</i>			
3.0 Bank Details : (Copy of cancelled cheque needs to be attached)			
Bank Name, Branch & City			
Bank Account Number		IFSC Code	

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

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

ANNEXURE-IX

BANK ACCOUNT DETAILS

To
The Project Manager,
M/s. Dredging Corporation of India Limited,
Western Regional Office: Mumbai
Flat No: B-1, F-2, B Wing,
Sector-10, Vashi, Navi Mumbai,
Maharashtra – 400703

Sir,

Sub: Tender for “Providing Agency Services to DCIL’s dredgers and other vessels at various projects under the DCIL Western Regional Office {i.e. Gujarat (Kandla), Maharashtra (Mumbai & Dabhol) & Goa (Mormugao)} for a period of 03 years” –Reg.

With reference to your Tender No. DCI/OPS/WRO-M/Agency Services/2023-24 Date 10.11.2023 and as per [Cl.No.12.1.9 of ITB](#), of Tender, we hereby furnish our Bank Account details for payment through E-transfer as follows:

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

Cancelled cheque enclosed

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

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

ANNEXURE-X

PROFORMA FOR BACKING OUT DECLARATION

To
The Project Manager,
M/s. Dredging Corporation of India Limited,
Western Regional Office: Mumbai
Flat No: B-1, F-2, B Wing,
Sector-10, Vashi, Navi Mumbai,
Maharashtra – 400703

Sir,

Sub: Tender for “Providing Agency Services to DCIL’s dredgers and other vessels at various projects under the DCIL Western Regional Office {i.e. Gujarat (Kandla), Maharashtra (Mumbai & Dabhol) & Goa (Mormugao)} for a period of 03 years” –Reg.

With reference to your Tender No. DCI/OPS/WRO-M/Agency Services/2023-24 Date 10.11.2023 and as per Clause No. 33 of GCC, we here by certify that, we have not backed out from any tender after award of work, during last three years ending June 2023.

”OR”

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

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

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

**Strike out whichever is not applicable.*

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

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ANNEXURE-XI

INTEGRITY PACT (IP)

(To be executed on Rs. 100/- Non-judicial Stamp paper)

Between

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

And

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for the Tender No. DCI/OPS/WRO-M/Agency Services/2023-24 Date 10.11.2023, the principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s)/ or Contractor(s).

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

Section I – Commitments of the Principal

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

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

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

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

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

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

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

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

The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of Foreign Principals, if any. Further details as mentioned in the “Guidelines of Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent / representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” as Annexed and marked as Annexure.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

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

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

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section – 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender processor take action as per the procedure mentioned in the “Guidelines on Banning of business dealings” will be followed.

Section 4:- Compensation for Damages.

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

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

Section 5: Previous Transgression.

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

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

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

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

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

The principal will disqualify from the tender process all bidders who does not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer (CVO).

Section 8 : Independent External Monitor / Monitors.

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

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

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

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

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

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

Section 9 : Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 08 Months after the last payment under the contract, and for all other Bidders 08 months after the contract has been awarded.

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

Section 10: Other provisions.

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

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

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

(For & On behalf of Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Witness 1 : _____

(Name & Address) _____

Date: _____

Witness 2 : _____

(Name & Address) _____

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

SECTION-V CHECK LIST FOR TECHNICAL BID

1. A Bid Form except the Price Schedule
2. A list of works bided for and in hand / being executed as on the date of submission of bid with proof of documents.
3. 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) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 7 years ending last day of month previous to the one in which tenders are invited. The certificate should include the following information:
 - a) Brief description of the work
 - b) Contract amount / rates.
 - c) Time limit for completion
 - d) Whether the work has been completed within the stipulated time.
 - e) Whether any liquidated damages have been levied.
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-idtreasury@dcil.co.in along with electronic receipt/ UTR.
5. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of
 - i) 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.
 - Or
 - ii) Bank Guarantee (copy to be uploaded online. **Please refer to "NOTE" regarding the submission of original BG**)
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 stamp paper(non-judicial) Rs. 100/-, 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. Annexure I to XI
12. Checklist for Technical Bid
13. Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer.
14. Integrity Pact as per Format
15. Other documents prescribed in this bid document not mentioned above.

NOTE: Of the above documents, Sl.No.5(ii) EMD (in case of BG), Sl.No.10 Power of Attorney & Sl.No.14 Integrity Pact in ORIGINALS shall be forwarded so as to reach the address of Tender Inviting Authority before due date of Submission of tender without which tender may be considered irresponsive.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

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

PREAMBLE

- 1) The items given in the Price Bid / Bill of Quantities are for “Providing Agency Services to DCIL’s dredgers and other vessels at various projects under the DCIL Western Regional Office {i.e. Gujarat (Kandla), Maharashtra (Mumbai & Dabhol) & Goa (Mormugao)} for a period of 03 years”
- 2) The rates quoted in the Price Bid / Bill of Quantities are all inclusive except GST. Contractor shall raise GST invoice and mention their GST Registration Number on the Invoice.
- 3) The payment would be made for relevant items of Price Bid / Bill of Quantities as detailed in Payment Clause.
- 4) No charges, other than those specified in the bid conditions shall be payable.
- 5) No interest will be payable by DCI on payments for any reason what-so-ever.
- 6) Bidder has to quote compulsorily for all the items in the BOQ from Sl. No. (1) to (12). If not so, the quote shall not be considered for evaluation and bid will be rejected.
- 7) For the items in the BOQ from Sl. No. (13) to (18) are optional & can be quoted as per bidder’s service availability/facility. However, Bidders has to show the Grand Total for Sl.no. (1) to (18) in the BOQ.
- 8) For evaluation purpose & to arrive at lowest bidder (L1), the rates from Sl. No. (1) to (12) will be considered for L1 evaluation for the project/port concerned and award of work will be based on lowest bidder on project/port wise basis. If required & on an emergency/urgency basis only, services for the items in Sl. no. (13) to (18) will be availed from the L1 bidder of that particular item/items from any bidder having quoted the rates for respective items in the BOQ.
- 9) The quantity mentioned above is tentative only for 3-years contract period which may decrease or increase as per operational requirements based on the project availability and deployment of DCI dredgers / crafts.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

PRICE BID / BILL OF QUANTITIES (BOQ)

(01/04) Maharashtra (Mumbai Port / Mumbai Navy)

Name of work: Providing Agency Services to DCIL's dredgers and other vessels at various projects under the DCIL Western Regional Office (i.e. Gujarat, Maharashtra & Goa) for a period of 03 years.

Tender No: DCI/OPS/WRO-M/Agency Services/2023-24 Date: 10.11.2023

Sl. No.	Description	Unit	Rate (In Rs.) Excluding GST		
			Quantity	Rate	Total amount
A	B	C	D	E	F = D x E
1	Agency fee including conveyance, communication and miscellaneous expenses with Port /Customs.	Per month per vessel	36		
2	Service charges for arranging inward clearance /other formalities at the time of arrival of the vessel.	Per call per vessel	12		
3	Service charges for arranging outward clearance /other formalities at the time of sailing of the vessel.	Per call per vessel	12		
4	Misc expenses for PHO per Attendance.	Per visit per vessel	6		
5	CTM delivery per trip per vessel (includes conveyance & insurance)	Per delivery per vessel	36		
6	Disposal of food waste and other garbage removal (of all types upto 3 cum) from the vessels and providing certificate in this regard.	Per call per vessel	72		
7	To arrange pest control services on board dredgers.	Per call per vessel	12		
8	Fees for crew change (including sign-off, sign-on, immigration inclusive of all charges)	Per sign-off sign-on	720		
9	Service charges for arranging Port gate passes as required by DCIL personnel, DCI authorized visitors, guest, service Engineers (including foreign personnel), materials, etc. as well as vehicle including driver. (Actual amount paid for the pass to the Port will be paid separately on submission of original bills)	Per pass	420		
10	Conversion of vessels				
	i) From Coastal to Foreign trade	Per call per vessel	1		
	ii) From Foreign to Coastal trade	Per call per vessel	1		
11	To arrange Laundry services to vessel per lot of 25 assorted items.	Per lot per vessel	36		
12	To provide casual/Un Skilled labour on board vessels and shore.	Per man day	50		
Additional requirement on need basis		SUB-TOTAL AMOUNT (Rs.)			
13	To arrange routine launch services to vessels per day.				
	i) Operational upto 6 hrs per day	Per day per launch	15		
	ii) For every extra hour.	Per hour per launch	01		
14	To arrange Taxi/Car transport to DCIL personnel, DCI authorized visitors, guests etc. (12 hrs/120Kms)	Per day	36		
15	To arrange for a doctor onboard vessel in case the crew needs medical assistance (including doctor visit charges and agency service charges).	Per visit	12		
16	Diving permission	Per permission	12		
17	Hot work permission	Per permission	12		
18	Service charges for arranging Fumigation treatment on board vessels.	Per call per vessel	1		
GRAND TOTAL AMOUNT (Rs.)					

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

PRICE BID / BILL OF QUANTITIES (BOQ)

(02/04) Maharashtra (Dabhol/Anjanvel)

Name of work: Providing Agency Services to DCIL's dredgers and other vessels at various projects under the DCIL Western Regional Office (i.e. Gujarat, Maharashtra & Goa) for a period of 03 years.

Tender No: DCI/OPS/WRO-M/Agency Services/2023-24 Date: 10.11.2023

Sl. No.	Description	Unit	Rate (In Rs.) Excluding GST		
			Quantity	Rate	Total amount
A	B	C	D	E	F = D x E
1	Agency fee including conveyance, communication and miscellaneous expenses with Port /Customs.	Per month per vessel	9		
2	Service charges for arranging inward clearance /other formalities at the time of arrival of the vessel.	Per call per vessel	9		
3	Service charges for arranging outward clearance /other formalities at the time of sailing of the vessel.	Per call per vessel	9		
4	Misc expenses for PHO per Attendance.	Per visit per vessel	3		
5	CTM delivery per trip per vessel (includes conveyance & insurance)	Per delivery per vessel	9		
6	Disposal of food waste and other garbage removal (of all types upto 3 cum) from the vessels and providing certificate in this regard.	Per call per vessel	18		
7	To arrange pest control services on board dredgers.	Per call per vessel	3		
8	Fees for crew change (including sign-off, sign-on, immigration inclusive of all charges)	Per sign-off sign-on	180		
9	Service charges for arranging Port gate passes as required by DCIL personnel, DCI authorized visitors, guest, service Engineers (including foreign personnel), materials, etc. as well as vehicle including driver. (Actual amount paid for the pass to the Port will be paid separately on submission of original bills)	Per pass	150		
10	Conversion of vessels				
	i) From Coastal to Foreign trade	Per call per vessel	0		
	ii) From Foreign to Coastal trade	Per call per vessel	0		
11	To arrange Laundry services to vessel per lot of 25 assorted items.	Per lot per vessel	9		
12	To provide casual/Un Skilled labour on board vessels and shore.	Per man day	25		
Additional requirement on need basis		SUB-TOTAL AMOUNT (Rs.)			
13	To arrange routine launch services to vessels per day.				
	i) Operational upto 6 hrs per day	Per day per launch	10		
	ii) For every extra hour.	Per hour per launch	01		
14	To arrange Taxi/Car transport to DCIL personnel, DCI authorized visitors, guests etc. (12 hrs/120Kms)	Per day	18		
15	To arrange for a doctor onboard vessel in case the crew needs medical assistance (including doctor visit charges and agency service charges).	Per visit	3		
16	Diving permission	Per permission	3		
17	Hot work permission	Per permission	3		
18	Service charges for arranging Fumigation treatment on board vessels.	Per call per vessel	0		
GRAND TOTAL AMOUNT (Rs.)					

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

PRICE BID / BILL OF QUANTITIES (BOQ)

(03/04) Goa (Mormugao Port)

Name of work: Providing Agency Services to DCIL's dredgers and other vessels at various projects under the DCIL Western Regional Office (i.e. Gujarat, Maharashtra & Goa) for a period of 03 years.

Tender No: DCI/OPS/WRO-M/Agency Services/2023-24 Date: 10.11.2023

Sl. No.	Description	Unit	Rate (In Rs.) Excluding GST		
			Quantity	Rate	Total amount
A	B	C	D	E	F = D x E
1	Agency fee including conveyance, communication and miscellaneous expenses with Port /Customs.	Per month per vessel	9		
2	Service charges for arranging inward clearance /other formalities at the time of arrival of the vessel.	Per call per vessel	9		
3	Service charges for arranging outward clearance /other formalities at the time of sailing of the vessel.	Per call per vessel	9		
4	Misc expenses for PHO per Attendance.	Per visit per vessel	3		
5	CTM delivery per trip per vessel (includes conveyance & insurance)	Per delivery per vessel	9		
6	Disposal of food waste and other garbage removal (of all types upto 3 cum) from the vessels and providing certificate in this regard.	Per call per vessel	18		
7	To arrange pest control services on board dredgers.	Per call per vessel	3		
8	Fees for crew change (including sign-off, sign-on, immigration inclusive of all charges)	Per sign-off sign-on	180		
9	Service charges for arranging Port gate passes as required by DCIL personnel, DCI authorized visitors, guest, service Engineers (including foreign personnel), materials, etc. as well as vehicle including driver. (Actual amount paid for the pass to the Port will be paid separately on submission of original bills)	Per pass	150		
10	Conversion of vessels				
	i) From Coastal to Foreign trade	Per call per vessel	0		
	ii) From Foreign to Coastal trade	Per call per vessel	0		
11	To arrange Laundry services to vessel per lot of 25 assorted items.	Per lot per vessel	9		
12	To provide casual/Un Skilled labour on board vessels and shore.	Per man day	25		
Additional requirement on need basis		SUB-TOTAL AMOUNT (Rs.)			
13	To arrange routine launch services to vessels per day.				
	i) Operational upto 6 hrs per day	Per day per launch	0		
	ii) For every extra hour.	Per hour per launch			
14	To arrange Taxi/Car transport to DCIL personnel, DCI authorized visitors, guests etc. (12 hrs/120Kms)	Per day	18		
15	To arrange for a doctor onboard vessel in case the crew needs medical assistance (including doctor visit charges and agency service charges).	Per visit	3		
16	Diving permission	Per permission	3		
17	Hot work permission	Per permission	3		
18	Service charges for arranging Fumigation treatment on board vessels.	Per call per vessel	0		
GRAND TOTAL AMOUNT (Rs.)					

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

E-TENDER

PRICE BID / BILL OF QUANTITIES (BOQ)

(04/04) Gujarat (Kandla-Deendayal Port)

Name of work: Providing Agency Services to DCIL's dredgers and other vessels at various projects under the DCIL Western Regional Office (i.e. Gujarat, Maharashtra & Goa) for a period of 03 years.

Tender No: DCI/OPS/WRO-M/Agency Services/2023-24 Date: 10.11.2023

Sl. No.	Description	Unit	Quantity	Rate (In Rs.)	
				Rate	Amount
A	B	C	D	E	F
1	Agency fee including conveyance, communication and miscellaneous expenses with Port /Customs.	Per month per vessel		6	
2	Service charges for arranging inward clearance /other formalities at the time of arrival of the vessel.	Per call per vessel		8	
3	Service charges for arranging outward clearance /other formalities at the time of sailing of the vessel.	Per call per vessel		8	
4	Misc expenses for PHO per Attendance.	Per visit per vessel		6	
5	CTM delivery per trip per vessel (includes conveyance & insurance)	Per delivery per vessel		6	
6	Disposal of food waste and other garbage removal (of all types upto 3 cum) from the vessels and providing certificate in this regard.	Per call per vessel		2	
7	To arrange pest control services on board dredgers.	Per call per vessel		2	
8	Fees for crew change (including sign-off, sign-on, immigration inclusive of all charges)	Per sign-off sign-on		20	
9	Service charges for arranging Port gate passes as required by DCIL personnel, DCI authorized visitors, guest, service Engineers (including foreign personnel), materials, etc. as well as vehicle including driver. (Actual amount paid for the pass to the Port will be paid separately on submission of original bills)	Per pass		80	
10	Conversion of vessels i) From Coastal to Foreign trade ii) From Foreign to Coastal trade	Per call per vessel Per call per vessel		1 1	
11	To arrange Laundry services to vessel per lot of 25 assorted items.	Per lot per vessel		6	
12	To provide casual/Un Skilled labour on board vessels and shore.	Per man day		0	
Additional requirement on need basis			SUB-TOTAL AMOUNT (Rs.)		
13	To arrange routine launch services to vessels per day. i) Operational upto 6 hrs per day ii) For every extra hour.	Per day per launch Per hour per launch		5 1	
14	To arrange Taxi/Car transport to DCIL personnel, DCI authorized visitors, guests etc. (12 hrs/120Kms)	Per day		8	
15	To arrange for a doctor onboard vessel in case the crew needs medical assistance (including doctor visit charges and agency service charges).	Per visit		2	
16	Diving permission	Per permission		2	
17	Hot work permission	Per permission		2	
18	Service charges for arranging Fumigation treatment on board vessels.	Per call per vessel		1	
				GRAND TOTAL AMOUNT (Rs.)	

Signature of Tenderer with Seal