



DREDGING CORPORATION OF INDIA LIMITED

**Materials Division: Dredge House
HB Colony: Visakhapatnam-530022**

REF.: DCI/MAT/RFID/DR-XXI/2023-24/09

Date: 09.02.2024

NOTICE INVITING GeM-TENDER

1. DCI invites online tender on GeM portal for Implementation of Radio Frequency Identification (RFID) technology as a part of Inventory control on DCI Dr XXI deployed at project office, Kolkata /Haldia as well as Integration with DCIL ERP software (Microsoft Dynamics 365 Finance & Operations on Premises).

Description of work	EMD cost (Rs.)	Tender document Cost (Rs.)	Delivery Period
Implementation of Radio Frequency Identification (RFID) technology as a part of inventory control on DCI Dr XXI deployed at project office Kolkata / Haldia and Integration with DCIL ERP (Microsoft Dynamics 365 Finance & Operations on Premises)	58,000/-	1,180/-	12 Weeks from the date of PO

2. Interestedsuppliersdealing with above can download the tender documents from the website: www.dredge-india.com,www.gem.gov.in and same has to be submit through GeM.
3. Tender document can be downloaded from the website: <http://www.dredge-india.com>,www.gem.gov.inand those who wish to participate in bidding should submit Rs.1,180/- (rupees onethousand onehundred eightyonly) (non-refundable) inclusive of 18% GST towards cost of tender documents through online RTGS/NEFT before due date and Earnest Money Deposit (EMD) for Rs.58,000/- (Rupees Fifty Eight Thousand Only) (Refundable) in form of NEFT/RTGS/Bank Guarantee along with the tender before bid submission end date and the same should be scanned and uploaded in GeM Portal at the time of bid submission.
4. Lastdate&timefor online submission of the bid & relevant documents as per the tender document is on 21.02.2024 at15:00 HRS and will be opened on 21.02.2024 at 15:30 HRS.
5. The corporation reserves the right to accept or decline to accept the tender to any party/tenderer at its sole discretion and no correspondence will be entertained in this respect.

HOD (TECHNICAL & MATERIAL)
DCIL , VISAKHAPATNAM

SECTION - I
INVITATION FOR BIDS(IFB)

Bid for Implementation Of Radio Frequency Identification Technology (RFID) as a Part of inventory control on DCI DRXXI Deployed at Project office, Kolkata / Haldia as well as Integration with DCIL ERP software (Microsoft Dynamics 365 Finance & Operations On Premises)

1) The Dredging Corporation of India invites online bids in Two Cover System Technical Bid (Cover 1) and Price Bid/Bill of Quantity (BoQ) (Cover 2) from eligible bidders for Implementation of Radio Frequency Identification Technology (RFID) as a part of inventory control on DCI DR XXI deployed at project office Kolkata / Haldia and Integration with DCIL ERP (Microsoft Dynamics 365 Finance & Operations on Premises) website: <http://www.dredge-india.com>, www.gem.gov.in.

2) Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of :

The HOD (TECHNICAL & MATERIALS)
Dredging Corporation of India Ltd.,
Materials Division, 3rd Floor,
Dredge House, HB Colony, Visakhapatnam – 530 022.
Telephone: 0891- 2871282/330/367
E-mail: hodtech@dcil.co.in, durgaprasad@dcil.co.in, bharathi@dcil.co.in

3) The Applicants who are eligible and wish to download the Tender Document from the website address www.dredge-india.com, www.gem.gov.in may do so and **Rs.1,180/- inclusive of GST (Rupees One Thousand One Hundred Eighty Only)** towards the cost of Tender Documents (Non-refundable) can be paid by way of NEFT / RTGS –

DCI Current Account No.: **35833070000014**
IFSC No. : **CNRB0013583**
Bank Name : **Canara Bank (Previously Syndicate Bank)**
Branch Name : **DCI Ltd.,**
Address : **HB Colony Main Road, Seethammadhara,
Visakhapatnam- 530022.**
GST Number of DCI :33AAACD6021B1ZJ

at the time of submitting the tender along with required documents. The downloading of tender documents 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 tenders are liable for outright rejection.

4. All bids must be accompanied by Earnest Money Deposit (EMD) for **Rs.58,000/- (Rupees Fifty Eight Thousand Only) (REFUNDABLE)** and Tender document cost for **Rs.1,180/- inclusive of GST (Rupees One Thousand One Hundred Eighty Only) (NON-REFUNDABLE)**. and must be delivered to the above office on or before **15.00 Hrs. on 21.02.2024**. However, MSME holding firms are exempted for EMD & Tender document fees.

5. A Technical Bid (Envelope A) will be opened at **15:30 HR** on the same day on **21.02.2024** through GeM Portal.
6. After examining the responsiveness of the Technical Bid (Envelope A), the Price Bids (Envelope B) of the qualified bids will only be opened.

SECTION II
INSTRUCTIONS TO BIDDERS
(ITB)

A. Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all suppliers who satisfy the conditions stipulated in the bid document.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Ltd (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.
- 1.3 Government-owned enterprises 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.
- 1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with ITB Clause 32.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid online, and the 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

3. Content of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:
 - a) Instructions to Bidders (ITB)
 - b) Bid Data Sheet (BDS)
 - c) General Conditions of Contract (GCC)
 - d) Special Conditions of Contract (SCC)
 - e) Schedule of Requirements
 - f) Technical Specifications
 - g) Bid Form
 - h) Earnest Money Deposit Form
 - i) Contract Form
 - j) Performance Security Form
 - k) Qualification Requirement
 - l) Inspecting Authority and Special Test Details
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the DCI in writing or by fax at the DCI's address indicated in the **Bid Data Sheet**. The DCI will respond in writing to any request for clarification of the bidding documents which it receives no later than Seven (07) days prior to the deadline for the submission of bids prescribed in ITB Clause 17.1. Written copies of the DCI's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment will be notified in corrigendum through GeM Portal and DCIL website to all prospective Bidders which have received the Bidding Documents and will be binding on them.
- 5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.
- 5.4 Therefore, bidders are requested to visit the GeM Portal & DCIL website regularly to know any changes being made.

B. Preparation of Bids

6. Language of Bid

- 6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DCI, shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

6.2 Authority of Person Signing the Bid:

If the Bid is submitted by a firm in partnership it shall be signed by all partners of the firm or by a partner holding the power of Attorney for the firm and a certified copy of Power of Attorney shall accompany the Bid. If the Bid is submitted by a limited Company it shall be signed by a duly authorized person holding the Power of Attorney for signing the bid in which case a certified copy of the Power of Attorney shall accompany the Bid.

6.3 Format and Signing of Bid

- 6.3.1 The bid can be downloaded from the GEM PORTAL and is duly filled as per the Instructions
- 6.3.2 Any inter lineation, erasures, or overwriting shall be valid only if they are signed by the person signing the bid.

7. Documents Comprising the Bid

7.1 The "Technical Bid" (Cover 1) prepared by the Bidder shall comprise the following components:

- (a) A Bid completed in accordance with ITB Clauses 8,9 and 10;
- (b) Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
- (c) Earnest Money Deposit furnished in accordance with ITB Clause 13.

7.2 Price Bid/BoQ of Tender document uploaded in GeM Portal.

7.3 All the bidder should submit the information in objective manner and uploaded documents should be verified to know whether correct document is uploaded or not.

7.4 Scanned copy of the documents should be submitted online by the bidder in GeM Portal

8. Bid Form

8.1 The Bidder shall complete the bid form and the price schedule of Section VIII, furnished in the bidding documents, including for the services to be provided, a brief description of the services. The price schedule in the Techno-Commercial Bid (Envelope A) **will not be filled in.**

9. Bid Prices

9.1 The Bidder shall indicate in the Price Schedule, the unit prices (where applicable) and total bid price

of the services, it proposes to provide under the contract.

9.2 Prices quoted by the Bidder shall be fixed, during the Bidder's performance of the contract and

not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 22.

10. Bid Currencies

10.1 Prices shall be quoted in Indian Rupees only.

11. Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing.

11.2 the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

11.3 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted shall establish to the DCI's satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder

did not manufacture or otherwise produce, the Bidder has been duly authorized as per Authorization Form Number 6 in Section VIII by the Goods' Manufacturer or producer to supply the goods.

b) That the Bidder has the financial, technical and production capability necessary to perform the contract as per Qualification Requirements Form No.7 in Section VIII.

c) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

Sl. No.	Documents related to Eligibility Criteria	Scanned copy of documents (self certified) to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria CONFIRMATORY DOCUMENT)
1	Bid Form	Form 1 of Section VIII.
2	EMD&Tender Document Cost	Copy of NEFT/RTGS/BANK GUARANTEE
3	Qualification Documents	As per the Bid Data Sheet (ITB 11.2 (c)) in Section III
4	Additional Documents	As per the Checklist for Technical bid.
5	Letter of Bid (LOB) / Authorization for DSC	On behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for authorization to be submitted.
6	Commercial Information	Upload the filled Commercial Info Excel File as provided by DCIL e-Tender.

Cover 1- Other Important Documents :

Sl. No.	Documents related to Eligibility Criteria	Scanned copy of documents (self certified) to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria CONFIRMATORY DOCUMENT)
1	Legal Status of the Bidder	<u>Any one of the following document :</u> i. Affidavit or any other document to prove Proprietorship/Individual status of the bidder. ii. Partnership deed containing name of partners iii. Memorandum & Article of Association with certificate of incorporation containing name of bidder
2	Valid Permanent Account Number	Copy of PAN card issued by Income Tax department, Govt. of India.

3	Certificate of registration with GST Tax of any Indian state/UT	Certificate of registration issued by GST Tax authority of any Indian state/UT.
4	MSME Certificate (if any)	To be submitted with respective of Tendredservice /Supply Category

12 Establishing Goods' and Conformity to Bidding Documents

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the tendered item to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- a) A detailed description of the essential technical and performance characteristics of the goods;
- b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet**, following commencement of the use of the goods by the Purchaser; (not applicable to this tender) and
- c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For purposes of the commentary to be furnished pursuant to ITB Clause 12.2(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit

13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, an earnest money deposit in the amount specified in the **Bid Data Sheet**.

13.2 The earnest money deposit is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the earnest money deposit's forfeiture, pursuant to ITB Clause 13.7.

13.3 The earnest money deposit shall be denominated in Rupees, and shall be in the form of a NEFT/RTGS/ BANK GUARANTEE in favor of Dredging Corporation of India Limited payable at Visakhapatnam, in the form provided in the bidding documents or another form acceptable to the DCI and valid for 180 days from the date of opening of the bid.

13.4 Any bid not accompanied by the Earnest Money Deposit in accordance with ITB Clauses 13.1 and 13.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidders Earnest Money Deposit will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DCI pursuant to ITB Clause 14.

13.6 The successful Bidder's Earnest Money Deposit will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The Earnest Money Deposit may be forfeited:

(a) if a Bidder:

(i) Withdraws its 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 22.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 30; or

(ii) to furnish performance security in accordance with ITB Clause 31.

14. Period of Validity of Bids

14.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by DCI, pursuant to ITB Clause 17. A bid valid for a shorter period shall be rejected by DCI as non-responsive.

14.2 In exceptional circumstances, the DCI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The earnest money deposited under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its earnest money deposit. A Bidder granting the request will not be required nor permitted to modify its bid.

15. Format and Signing of Bid

15.1 The original and the one copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

15.2 Special care shall be taken to write the rates in figures as well as in words in the Price Schedule such a way that no interpolation is possible.

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

16. Submission of Bids

16.1 All the bid should be submitted online at GeM Portal (<https://gem.gov.in>) .No bid shall be accepted offline.

16.2 The bidder should strictly comply to follow the instructions: The bidders are requested to submit the offer online giving reference to this tender notice number and date containing offers in two parts in the links cover-1 and cover-2.

Cover 1

Bid form/Tender Document duly signed by the tenderer.

Information on Eligibility/Qualification Criteria according to the ITB 1 including necessary scanned copies documents as elaborated there.

Cover 2

Price Bid/BoQ of Tender document in GeM Portal.

17. Deadline for Submission of Bids

17.1 Bids must be received by DCI through GeM Portal not later than the time and date specified in the **Bid Data Sheet**.

In the event of specified date for the submission of bids, being declared a holiday for the DCIL, the bids will be received up to the appointed time on the next working day.

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

18. Late Bids:

18.1 Any bid received by DCI after the deadline for submission of bids prescribed by DCI, will be rejected.

19. Modification and Withdrawal of Bids

19.1 The bidder can modify or withdraw its bid even after the bid submission. However, they can modify or withdraw until the closing of the online bid submission end date. But once a bidder withdraws, he cannot submit or participate the bid again after the bid closing time..

19.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its earnest money deposit.

19.3 No bid may be modified subsequent to the deadline for submission of bids.

E. Opening and Evaluation of Bids

20. Opening of Bids by the Purchaser

20.1 The DCI will open all the Technical Bid on due date, through GeM Portal. In the event of the specified date of the bid opening being declared a holiday, the bids shall be opened on the next working day.

20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite Earnest Money Deposit and such other details as DCI, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening.

21. Clarification of Bids

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

22. Preliminary Examination

22.1 The Dredging Corporation of India Limited will examine the bids to determine whether

- they are complete,
- required sureties have been furnished,
- the documents have been properly signed, and
- the bids are generally in order

22.2 The Dredging Corporation of India Limited may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

22.3 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning

- Earnest money deposit,
- Applicable Law,
- Taxes and Duties,
- Performance Security, and
- Force Majeure

will be deemed to be a material deviation. DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.4 Failure to furnish the information required in the tender document or submission of tender containing counter conditions will result in the rejection of the tender.

22.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. Evaluation and Comparison of Bids

23.1 The Price Bids will be opened only those tenderers who have been qualified in the Technical Bid at a later date. The date and time of opening of "Price Bid shall be notified to all the qualified bidders and will be opened through GeM Portal.

23.2 Arithmetical 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 discrepancy between words and figures, the amounts in words will prevail.
- If the Vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited.

24. Contacting the Dredging Corporation of India Limited

24.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

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

24.3 The bidders **shall give an undertaking** that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid have not committed any offence under the Prevention of Corruption Act in connection with the bid.

24.4 The bidder shall disclose any payment made or proposed to be made to any intermediaries (Agents, etc.) in connection with the bid.

24.5 "Before releasing the final payment, after the work is completed the Vendor is required to submit a No Due Certificate to the employer without prejudice to the claims raised by him before seeking the release of final bill 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 Claim or No Dues Certificate".

F. Award of Contract

25. Post –qualification

25.1 In the absence of prequalification, the DCI Ltd., will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 11.2.

- 25.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 11.2, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

26. Award Criteria

- 26.1 Subject to ITB Clause 28, the Dredging Corporation of India Limited will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid in the respective location, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

27. Right to vary Quantities at the Time of Award

- 27.1 The Dredging Corporation of India Limited reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Right to Accept Any Bid and to Reject Any or All Bids

- 28.1 The Purchaser 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 thereby incurring any liability to the affected Bidder or Bidders.

29. Notification of Award

- 29.1 Prior to the expiration of the period of bid validity, Dredging Corporation of India Limited will notify the successful Bidder in writing.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 31, Dredging Corporation of India Limited, will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its earnest money deposit, pursuant to ITB Clause 13.
- 29.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Dredging Corporation of India Limited. Dredging Corporation of India Limited, will promptly respond in writing to the unsuccessful Bidder.

30. Performance Security

- 30.1 Within Seven (07) days of the receipt of notification of award / Purchase Order from Dredging Corporation of India Limited, the successful Bidder shall furnish the performance security

@10% in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to Dredging Corporation of India Limited.

30.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event Dredging Corporation of India Limited, may make the award to the next lowest evaluated bidder or call for new bids.

32. Corrupt or Fraudulent Practices

32.1 The DCI requires that all Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts.

In pursuance of this policy, the Purchaser

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

SECTION-III
BID DATA SHEET
(BDS)

The following specific data for Implementation of Radio Frequency Identification Technology (RFID) shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 4.1	Address: The HOD (TECHNICAL)(MATERIALS) M/s. Dredging Corporation of India Ltd., Materials Division, 3 rd Floor, Dredge House, HB Colony, Visakhapatnam – 530 022. Telephone: 0891- 2871282/330/367 E-mail: hodtech@dcil.co.in , durgaprasad@dcil.co.in , bharathi@dcil.co.in

Preparation and Submission of Bids (Pre-Qualification requirements)	
ITB 11.2 (c)	<ol style="list-style-type: none">1. Documentary proof of Average Annual financial Turnover during last 3 years, ending by 31-03-2023 of not less than Rs.17.40 Lakhs. Profit and Loss account with balance sheets be enclosed for the last 3 years.2. Documents to prove that the tenderer has experience of having successful similar works (RFID) during last 7 years ending 31.03.2023 should be either of the following:<ol style="list-style-type: none">a) Three similar completed works costing not less than the amount equal to Rs. 23.20 Lakhs.(OR)<ol style="list-style-type: none">b) Two similar completed works costing not less than the amount equal to Rs. 29 Lakhs.(OR)<ol style="list-style-type: none">c) One similar completed works costing not less than the amount equal to Rs.46.40 Lakhs.Note : Purchase preference will not be given to MSME's/MII for Turnover and Experience Criteria.3. The participant of the tender should submit the manufacturing certificate of his Principals or his authorized stockiest / distributors / dealers for the supply of hardware items Documentary evidence for the same may be enclosed.4. NEFT/RTGS for Rs. 1,180/- inclusive of 18% tax (Rupees One Thousand One Hundred eighty only) (non-refundable) towards cost of tender documents.

	<p>5. EMD for Rs.58,000/-(Rupees Fifty Eight Thousand Only) in the form of a NEFT/RTGS or bank guarantee drawn on any nationalized/schedule bank in favor of Dredging Corporation of India Limited, payable at Visakhapatnam is to be submitted.</p> <p>6. A Self declaration in letter head to agree for submission of Performance Security @10% of work order value, within 7 days from the date of award of Contract issued.</p> <p>7. Bank Solvency Certificate/Letter to be submitted.</p> <p>8. The vendor, who is partner for Microsoft Dynamics 365 finance & Operations or having collaboration/ tie-up with the partner for Microsoft Dynamics 365 Finance & Operation shall only participate in this tender.</p> <p>9. Complete Tender document duly signed by the authorized signatory (along with addendum, corrigendum, etc.) to be submitted.</p> <p>10. ATC terms and conditions will only be considered for finalisation of Tender.</p>
ITB 13.1	<p>Amount of Earnest Money Deposit: Rs.58,000/-(Rupees Fifty Eight Thousand Only) and Tender fee of Rs.1,180/-(Rupees One Thousand One Hundred eighty only) (non-refundable)</p> <p>Exemption for MSME Vendors – Certificate with relateto tendered item should be submitted.</p>
ITB 14.1	Bid validity period: Six months {180 Days.}
ITB 16.2 (a)	<p>Address for submission of commercial documents such as BG: The HOD (Technical)(Materials) Dredging Corporation of India Ltd., Materials Division, 3rd Floor, Dredge House, HB Colony, Visakhapatnam – 530 022. Telephone: 0891- 2871282/330/367 E-mail:hodtech@dcil.co.in,durgaprasad@dcil.co.in, bharathi@dcil.co.in</p>
ITB 17.1	Deadline for online bid submission is on 21.02.2024 at 15:00 Hrs.
Section VI – Part - I	Period of Contract: 12 Weeks

SECTION IV
GENERAL CONDITIONS OF CONTRACT
(GCC)

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) The "Specification" means detailed written instructions, technical and other terms and conditions of supply and / or manufacture and any other information and / or instructions furnished in writing by the buyer.
- (f) The "Material" means general stores, equipment, plant, machinery, raw materials, services or combination of all these forming part and / or associated with the fulfillment of the contract.
- (g) "The Testing" shall mean such tests as are in normal trade and / or industrial practice, conducted prior to accepting or taking over of materials and or / such tests as are prescribed by the specifications in this document.
- (h) "The Corporation" means the Dredging Corporation of India Ltd. having its Head Office at Dredge House, HB colony, Visakhapatnam – 530 022, Andhra Pradesh.
- (i) "GCC" means the General Conditions of Contract contained in this section.
- (j) "SCC" means the Special Conditions of Contract.
- (k) "The Purchaser/ Buyer" means the organization purchasing the Goods, as **named in SCC.**
- (l) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract and **named in SCC.**
- (m) "The Inspector" means any person or agency or his / their duly authorized agent nominated by Corporation to inspect supply and / or manufacture of materials, machinery, plant or work etc. under the contract.
- (n) "The Project Site," where applicable, means the place or places **named in SCC.**
- (o) "Day" means calendar day.

2. Application

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

3. Priority of Contract Documents:

3.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy between specifications and schedule of requirements, General Conditions of Contract, Special Conditions of Contract and the priority of the documents forming the contract shall be as follows:

1. Description in specifications and Schedule of Requirements
2. Special Conditions of Contract
3. General Conditions of Contract

If there are ambiguities or discrepancies in any document forming part of the contract, General Manager (Materials) of DCI shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in Technical Specifications, and, when no applicable standard is mentioned, the Standards issued by the Bureau of Indian Standards and such standard shall be the latest issued by the concerned institution at the time of entering into contract.

5. Use of Contract Documents and Information; Inspection and Audit:

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

- 7.1 Within Seven(07) days after the Supplier's receipt of notification of award of the Contract / Purchase Order, the Supplier shall furnish performance security @10% to the Purchaser in the amount specified in the Special Conditions of Contract.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance Security shall be in one of the following forms:
(aa) A Bank guarantee or NEFT/RTGS from a nationalized/scheduled bank drawn in favor of Dredging Corporation of India Limited payable at Visakhapatnam which acceptable to the Purchaser, and in the form provided in the Bidding Documents or another form acceptable to the Purchaser, or
(bb)A Bank guarantee or NEFT/RTGS to be paid as per the DCI HO Current Account i.e., 10% on the value of award of the work.
- 7.4 The performance security will be discharged by the Purchaser (DCIL) and returned to the Supplier not later than Thirty (30) days following the date of completion of the Supplier's performance obligations, including any warranty obligations plus six months for due fulfillment of contractual obligations after completion of the contract.

8. Inspections and Tests

- 8.1 Should any inspected or tested Goods fail to confirm to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods' arrival in the premises of buyer, shall in no way be limited or waived by reason or the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the source of the supplier.
- 8.5 Any material submitted for inspection at a place other than the premises of the Supplier and rejected shall be removed by the Supplier subject as herein after provided within 21 days the date of issue of intimation of such rejection. It shall be within the authority of the buyer or the inspector to call upon the Supplier to remove what he considers to be dangerous, infective or perishable materials within 48 hours of the receipt of such intimation. Such rejected materials shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such materials are not removed by the Supplier within the period aforementioned, the inspection may either return the same to the Supplier at Supplier's risk and the cost of such mode of transport as the Buyer or Inspector may select or dispose of such material at the Supplier's risk on his account and retain such portion of the proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The buyer shall also be entitled to recover ground rent / demurrage charges on the rejected materials after the expiry of the free time mentioned above.
- 8.6 Materials that have been dispatched by rail and rejected after arrival at destination may be taken back by the supplier either at station where they were rejected or at the station from which they were sent. If the contract is placed for delivery FOR Station of Dispatch, the contractor shall pay the carriage charges on the rejected consignment at Public Tariff Rates from the station of dispatch to the station where they were rejected. If the Supplier elects to take back the goods at the station from which they were dispatched, the goods shall, in addition be booked back to him Freight to Pay Public Tariff Rates and at Owner's Risk. The

Supplier shall be liable to reimburse packing and incidental charges incurred in such return of materials. The goods shall remain property of the Supplier unless and until accepted by the buyer after inspection.

8.7 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are **specified in SCC**.

10.3 Original bills to be submitted to respective Project offices.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

11.2 Where delivery of the Goods is required by the Purchaser at FOB basis , the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or Destination other than Central Store Complex, Visakhapatnam basis, insurance shall also be arranged by the supplier.

12. Transportation

12.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination, defined as the Project Site, transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 As specified in the Special Conditions of Contract, the supplier may be required to provide any or all of the following services:

- a) Performance or supervision of on-site assembly and / or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and / or maintenance of the supplied Goods;
- c) Furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) Performance or supervision or maintenance and /or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) Training of the Purchaser's Personnel, at the Supplier's plant and / or on-site, in assembly, start-up, operation, maintenance and / or repair of the supplied Goods.

13.2 Prices charged by the Supplier for the preceding incidental services, if not included in the contract price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2 This warranty shall remain valid for (12 months) after the goods or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the Contract, or for (18 months) after the date shipment from the port of loading in the source country in general, unless specified otherwise in the Special Conditions of Contract.

14.3 During the Warranty period, the Supplier shall attend to the defects investigation immediately within 2-3 days and to initiate action for replacement of defective / unsuitable item/items on free of cost upon receipt of intimation from DCI.

14.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.

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

14.7 Shelf Life of the Product/items should be indicated against each item offered where ever applicable in bidders firm letter head. However, the warranty for the hardware items should be of minimum 1 year.

15. Payment

15.1 100% Payment will be made **within 60 days from the date of Successful Implementation of RFID onboard DCI DR XXI and receipt of work done certificate in all respects as per Tender Scope / BOQ by HOD (tech), provided the Bills/Invoices submitted. The bills which are incomplete/defective/disputed or in respect of which any clarification is sought by DCI, the period of 60 days will be reckoned only after such in-completeness/defect/dispute are sorted out and/or clarification is furnished by the Contractor to the satisfaction of DCI. No interest will be paid on the payments for any reasons what-so-ever.**

16. Prices

16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in Price Bid/BoQ in excel.

17. Change Orders

17.1 The Purchaser may at any time by a written order given to the Supplier pursuant to Clause 30, make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs or specification, where goods to be furnished under the Contract are to be specifically manufactured for the Dredging Corporation of India.
- b) The method of shipment or packing
- c) The place of delivery or
- d) The services to be provided by the Supplier

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

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Subcontracts

19.1 The Supplier shall notify the Purchaser (DCIL) in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

19.2 Subcontracts must comply with the provisions of GCC Clause 3.

20. Delays in the Supplier's Performance

20.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

20.3 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

21.4 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 To recover from the supplier, liquidated damages and not by way of penalty, a sum not less than 1% of the value of order or portion thereof which the supplier failed to complete as aforesaid, for each week or part of a week subject to maximum of 10% of basic material cost during which the completion of such order may be in arrears.

23. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to

the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

25. Termination for Insolvency

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

26. Termination for Convenience

26.1 The Purchaser may by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are completed and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect.

- a) to have any portion completed and delivered at the Contract terms and prices, and / or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between Contractor/Supplier and DCI in connection with or arising out of this Contract or as to the rights and liabilities of the parties hereto, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Departmental Resolution Committee nominated by MD&CEO of DCI will try to resolve the dispute in an amicable way with the consent of DCI Management.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of any matter may be commenced unless such notice is given. The disputes shall be referred for arbitration under the provisions of Indian Arbitration and Conciliation Act-1996 to a sole

Arbitrator to be appointed by the MD&CEO of DCI 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.

27.3 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 re-enactment 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. The Sole Arbitrator is prohibited from awarding any interest for the pre-reference and pendent lite.

28. Limitation of Liability:

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, misdeed, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language:

29.1 The contract shall be written in the language of the bid, as specified by the Purchaser in the instructions to Bidders. Subject to GCC Clause 29, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in SCC**.

31. Notices

31.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or telex / cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

32. Taxes and Duties

32.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

32.2 The rates quoted should be inclusive of basic price, packing, forwarding, handling, transportation, insurance, local charges etc., and delivery charges on FREE of COST to on board DCI Dr XXI deployed at Haldia / Kolkata.

32.3 GSTTax as applicable shall be payable extra where ever applicable. The percentage of tax and duties prevailing should be indicated separately failing which it will be considered as the rates are inclusive of all taxes and duties.

32.4 Tenderer/Supplier should invariably disclose the GST element separately or should submit relevant Invoice for the supplies made by him.

33. Assistance to the Contractor

33.1 The Contractor shall be solely responsible to procure any material or obtain any import or other license or permit required for fulfillment of the Contract and the grant by the buyer or any other authority of a quota certificate or permit required under any law for distribution of acquisition of iron and steel or any other commodity or any other form or assistance in the procurement of the material aforesaid or any attempt to render assistance in the matter aforesaid, shall not be construed as a representation on the part of the buyer that the material covered by such license or permit or quota certificate is available or constitute any promise, undertaking or assurance on the part of the buyer regarding the procurement of the same or effect any variation in his rights and liabilities of the parties under the Contract. But, if by any such assistance as aforesaid, the Contractor obtains any materials at less than their market price prevailing on the date of receipt of tenders or the cost of production of the materials is lower, the price of the stores payable under the contract shall be reduced proportionately and the extent of such reduction, shall be determined by the buyer whose decision shall be final and binding on the Contractor. In determining the reduction, the Contractor shall on demand, furnish all relevant and authenticated information to the buyer.

SECTION-V
SPECIAL CONDITIONS OF CONTRACT
(SCC)

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

1. Definitions (GCC Clause 1)

GCC 1.1 (k)—The Purchaser/Buyer is: The Dredging Corporation of India Ltd. including its offices, branches, agents etc.

GCC 1.1 (l)—The Supplier is: the individual or firm supplying the Goods and Services under this contract on award.

Sample Provision

GCC 1.1 (n)—The Project Site is: DCI project officeKOCHI.

2. Patent Rights (GCC Clause 6)

The existing clause 6.1 of GCC may be substituted as under

GCC 6.1 – Indemnity – The Contractor shall at all times indemnify the buyer against all claims which be made in respect of the materials for infringement of any right protected by patent, registration of designs or trade mark, Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the buyer. The buyer shall notify the Contractor of the same and the Contractor shall at his own expense settle any such dispute or conduct / defend any litigation that may have arisen there from.

GCC 6.2 – The Contractor shall not be liable for payment of any royalty. License fee or other expenses in respect of or for making use of patents or designs with respect to which, he is according to the terms of the Contract, to be treated as an agent of the buyer for the purpose of making use of the patent or trade mark for fulfillment of Contract.

GCC 6.3 – The Contractor shall also indemnify and keep indemnified the buyer against all or any claims of any nature whatsoever arising out of the performance of the Contractor's obligations under the Contract.

3. SCOPE OF WORK:

Description of the Work:

Implementation of Radio Frequency Identification Technology (RFID), as well as integration with Microsoft Dynamics 365 Finance & Operations on premises integration.

- a) To Visit Onboard DCI DrXXI deployed at Kolkata/Haldia – if required.
- b) To segregate the list of Inventory stock of DCI DR XXI given by DCIL and categorize as A

(items more than 10 lakhs), B (between 5 lakhs to 10 lakhs) & C (Less than 5 lakhs) class items and finalise the required tags accordingly

- c) A web based solution/software to be designed & Implement onboard DCI DR XXI, and Head office, as well as integrated with Microsoft dynamics 365 Finance & Operations on premises which keeps an eye on every movement carried out at entry and exit locations of each Dredger.
- d) The designed software should Monitor and capture all the spares, from the receipt to consumption at onboard Dredger.
- e) The project office officials including ship and shore staff at various locations in India should be able to track material movement & the stock status of spares onboard.
- f) **Data Capture and Integration:** RFID system should capture data when spare parts move in and out , consumption and at all level of movement of spares. Integrate the captured data with the ERP system to update inventory and financial records as per company current practice.
- g) **Real-time Monitoring:** Implement a real-time monitoring dashboard to track spare parts movement, usage, and inventory levels. This helps optimize reordering and reduce stock outs.
- h) **Data Accuracy and Quality:** Ensure the accuracy of RFID data by conducting regular audits and reconciliations. It should be Transparent and reliable data.
- i) **Tagging and Labelling:** Attach RFID tags should enable easy tracking and identification. Supplied tags suitable for the maritime environment.
- j) To submit Technical Specification, Methodology and detailed work scope with its requirements - hardware and software.
- k) Dredgers will not have continuous internet connectivity. So designed software should work in Offline mode. Software should be integrated with Microsoft Dynamics 365 Finance & Operations.
- l) Training session on Inventory , organising of Racks and stock arrangement , RFID tagging, Software application, to DCI ship staff engineers at onboard DR XXI for a period of 28 days (excluding travelling days) which is located at Kolkata or Haldia .One set of training manual to be submitted at onboard DRXXI.
- m) Training session on RFID Software application for shore employees at DCI Head office (CSC) at Visakhapatnam Kolkata (Balmer Godown) for 2 days at each location (excluding travelling days).One set of training manual to be submitted to Materials department at DCI Head office.

Note: The above-mentioned scope is indicative in nature and the bidders are free to propose any additional point/ module/ solution which can be helpful to attain the overall objective of monitoring and better inventory Control with new initiatives.

Once IA/ Successful Bidder is selected, it will be his responsibility to manage end to end IT hardware/ software operations for the Purchaser so that suitable decisions shall be taken for better Inventory Control.

OBJECTIVE FOR IMPELMENTATION OF RFID:

RFID are aimed at supporting in addressing the fixing key priorities and objectives of the Department:

- a) Better realization of revenue from available spares onboard.
- b) Generating timely, reliable and accessible information to track the stock status of spares.

- c) Prevent / Control Loss of revenue due to manual intervention in maintaining the stock records onboard.
- d) Regular surveillance of supplied spares onboard dredgers.
- e) Stock transfer of spare from one vessel/ project to other
- f) Spares consumption module.
- g) Auditing of the spares available onboard vessel
- h) Integration of RFID software with existing DCIL ERP (Microsoft Dynamics 365 Finance & Operations on premises) for better Inventory control

CHECK LIST OF DOCUMENTS TO BE UPLOADED THROUGH GeM ALONG WITH BIDS :

All interested parties are required to submit Bid which shall comprise of:

1. Registration details of the company/firm/party/organization (shall be registered in India)- proof of document to be submitted.
2. Documents evidence for the Turnover for the last three financial years and Net worth details. The copies of Audited Accounts / Balance Sheet, Profit & Loss Account along with Income Tax Returns for the last three years shall be attached with the EOI
3. Other documents like PF registration & ESI registration, GST certificates, PAN, Income tax return certificates, etc.
4. Complete Tender document duly signed by the authorized signatory (along with addendum, corrigendum, etc.)
5. Applicant shall also submit its company profile and technical specifications of the equipments and software used.
6. Bank Solvency details
7. The bidder should not be blacklisted / debarred by any of the Government or Public Sector Units in India as on the date of submission of the tender-**Self declaration to be submitted in company letter head.**
8. All RFID Equipment (Printer, Tablet, Readers & Gates) should be from single RFID Manufacture preferably – Relevant document to be submitted.
9. The participant of the tender should submit the manufacturing certificate of his Principals or his authorized stockiest / distributors / dealers for the supply of hardware items -Documentary evidence for the same may be enclosed.
10. Bidder/OEM should have local technical and service support in respective states. Proof of office need to be submitted – relevant documents along with the details to be submit.
11. Bidder/OEM should have experience of RFID System Installation and Integration with software's-Relevant document to be submitted.
12. Hardware support for a period of minimum 5 years to be provided- **Self declaration to be Submitted in company Letter head.**
13. Software License rights to be given to DCIL – Relevant Documents to be submit.
14. Company Brouchers to be enclosed.
15. Equipment's used for implementation of RFID, detailed specifications along with the application for the same to be submit – Life span to be mentioned
16. Details of available Manpower/key personnel.
17. All the documents as per ITB 11.2(c) to be submitted along with tender documents.

All the above documents duly filled in, enclosing all necessary documents and signed & stamped by the authorized representative of the firm shall be submitted.

Note : China make items are not acceptable

OTHER CONDITIONS:

1. One-year hand holding support for the hardware and software and implementation of the project, after successful installation.
2. Dredgers will not have continuous internet connectivity. So same to be provided with Offline mode.
3. Preferably Marine experience for installation of RFID onboard ships/Oil or Gas Rigs/offshore marine installations, as well integration with DCIL ERP.
4. Vendor should be partner for Microsoft Dynamics 365 Finance & Operations or having collaboration / type up with the partner for Microsoft Dynamics 365 Finance & Operations.

4. UNIT RATE OF SUPPLIERS:

- 4.1 The RFID Technology required under the contract are listed out in schedule. The rates are deemed to have conducted verification of the accuracy of the rates. The rates quoted are for best quality of items preferably with ISI mark where ever available. The Tenderer should indicate their offer of Brand /Make/ISI mark against each item of Schedule. The rates incorporated in the Schedule will be valid for supply throughout the contract.
- 4.2 The tenderer is required to quote for arranging F.O.B (FREE DELIVERY ON BOARD) vessels wherever the dredger is located. At present DR XXI is located at KOLKATA / HALDIA and she might sail to location might be indicated in the Schedule.
- 4.3 The rates quoted should be exclusive of taxes and duties if any but inclusive of basic price, packing, forwarding, handling, transportation, insurance and delivery charges for FREE DELIVERY ON BOARD THE VESSELS at KOLKATA / HALDIA.
- 4.4 The rates quoted should be kept open for acceptance for six months from the date of opening of tender.
- 4.6 The rates agreed upon should be kept open firm throughout the period of contract for the items covered in the Schedule.
- 4.7 The rates are required to be quoted as firm rates for the entire period of contract including the extended period if any. No escalation of price is allowed.

5. QUALITY

- 5.1 Quality is the essence of the contract. The supply of RFID Technology should be of best quality preferably with ISI mark wherever available and in conformity with the BRAND/Make specified in the Purchase Order.

6. SUPPLY

- 6.1 The supply is required to be made FREE ON BOARD DCI DR XXI deployed at KOLKATA / HALDIA sea as per the requirement.

7. DELIVERY PERIOD

7.1 The normal delivery period allowed by the Corporation will be Twelve (12) weeks from the date of receipt of Purchase Order. However, successful tenderer should be in a position to improve upon delivery period and supply to meet urgent requirement.

8. AWARD OF CONTRACT

8.1 The rates quoted in schedule by different tenderers will be compared and contract will be award to the tenderer ,whose offer is found most competitive and reasonable on Overall L1 Basis.

8.2 It shall be the sole discretion of the Corporation to accept any tender or to split the contract and award by rotation or any other method deemed fit in the opinion of the Corporation.

8.3 The Corporation reserves to itself all rights to accept any tender in full or part, and award contract to more than one party at its sole discretion without assigning any reasons. The Corporation's decision in this respect will be final and binding on all tenderers. The tenderers should quote their rates considering this clause.

8.4 Tenderer may specifically note that while processing the tender document,if it comes to DCI's Knowledge that some tenderers have formed a cartel resulting delay/holding up the processing of tender in which case tenderers involved in cartel are liable to disqualified for this contract as well as for a further period of two years.

8.5 In case multiple tenders are submitted by one party or if common interests are found in two or more tenderers, both the parties are liable to be disqualified.

9. Performance Security (GCC Clause 7)

GCC 7.1— The amount of performance security, as a percentage of the successful bidder Contract Price, shall be: If multiple vendors are succeeded to award the contract then the performance security amount will be divided to the each successful bidders. Vendor should deposit 10% of the value of the Contract.

9.1 The tenderer is required furnish performance security as per the above scales which should be valid for the entire period of contract plus six months for due fulfillment of contractual obligations. However, **EMD will be converted into Security Deposit** in feasible cases.

10. Inspections and Tests (Refer to GCC Clause 8)

GCC 8.1—Inspection and tests prior to shipment of Goods and at final acceptance are as follows.AS PER CLAUSE 8 of GCC.

In addition to inspection and testing procedures included in the Technical Specification, tests, and inspection authority indicated in Form No.8 of Section –VIII Sample Forms shall also be applicable.

11. Packing (GCC Clause 9)

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

Packing Instructions: The supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint the following:

- Project;
- Contract number;
- Suppliers name;
- Packing list reference number

12. Delivery and Documents (GCC Clause 10)

Sample Provision

GCC 10. — Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Delivery note, railway receipt, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

13. Insurance (GCC Clause 11)

GCC 11.1—The Insurance shall be in an amount equal to 110 percent of the CIF value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

14. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are: as per GCC clause No. 13.1

15. Warranty (GCC Clause 14)

Sample provision (refer to clause 14 of GCC)

GCC 14.2—In partial modification of the provisions, the warranty period shall be hours of operation or (12) Twelve months from date of acceptance of the Goods or (18) Eighteen months from the date of shipment in general unless otherwise specified.

During the Warranty period, the Supplier shall attend to the defects investigation immediately within 2-3 days and to initiate action for replacement of defective / unsuitable ITEM/ITEMS on free of cost upon receipt of intimation from DCI.

The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 3, or

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as per SCC.

GCC 14.4 & 14.5—The period for correction of defects in the warranty period is:

Refer to Form No.9 in Section – VIII - Sample Forms.

16. Payment (GCC Clause 15)

The existing GCC Clause 15 may be substituted as under:

16.1 After completing the supply, the supplier should submit his bill in duplicate (Original & Duplicate) to the paying office specified in the Purchase Order along with the following documents.

Original & duplicate delivery challan duly signed by the designated consignee after affixing office seal as specified in the Purchase Order in token of having received the material as per the specifications of the purchase order.

16.2 Payment will be effected within 60 days on receipt of the bill / invoice for complete supply to the DCI accompanied by the delivery challan duly signed by the consignee and certificates, if any.

16.3 No other payment procedures/ terms offered by the tenderer will be considered.

16.4 **Recover of Sums Due:** Whenever any claim for the payment of a sum of money arises out of or under the contract against the Contractor, the buyer shall be entitled without prejudice to any other rights to recover such sums by appropriating in whole or in part, the security if any, deposited by the Contractor and for the purpose aforesaid, shall be entitled to sell and / or realize securities forming the whole or part of any such security deposit. In the event of the security being insufficient, the balance and if no security has been taken from the Contractor, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other Contract with the buyer, if such sum even be not sufficient to cover the full amount recoverable, the Contractor shall on demand pay to the buyer the balance remaining due.

For the purpose of this clause, where the Contractor is a partnership firm, the buyer shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

17. Risk Purchase

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

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

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

In the event of non-supply to the foreign going vessels items will be procured on duty paid basis and in such event, extra expenditure incurred on account of excise/transportation/handling in addition to extra cost shall be solely at the risk and cost of the supplier.

18. Liquidated Damages (GCC Clause 22)

GCC 22.1—Applicable rate:

Liquidated Damages will be levied at the rate of 1 % per week or part thereof, upto a maximum of 10 % of the total order value on purchase order for supply of materials/execution of works.

19. Settlement of Disputes (GCC Clause 27)

The rules of procedure for arbitration proceedings pursuant to GCC Clause 27 shall be follows:

In the case of a dispute between the Purchaser and the Supplier the dispute shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 and the Rules made there under or any statutory amendment thereof. The arbitral tribunal shall consist of three arbitrators, one each to be appointed by the Purchaser and the Supplier and the third to be appointed by the two arbitrators. The decision of the majority of arbitrators shall be final and binding upon both parties. The arbitration award shall be in writing and shall state the reason for the award.

Arbitration proceedings will be held at Visakhapatnam and the language of the arbitration proceedings and that of all documents and communication between the parties shall be English.

The expenses of arbitration as determined by the arbitrators shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to, during and after the proceedings shall be borne by each party itself by which such costs incurred by either party initially shall be borne, will be decided by the Arbitral Tribunal.

20. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English

21. Applicable Law (GCC Clause 30)

GCC 30.1—The Applicable Law shall be Indian Law. All disputes are subject to the exclusive jurisdiction of the courts at Visakhapatnam only.

22. Notices (GCC Clause 31)

GCC 31.1—Purchaser's address for notice purposes:

—Supplier's address for notice purposes

SECTION VI.
SCHEDULE OF REQUIREMENTS
PART - I

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

SL NO	DESCRIPTION	QTY	UOM	QUOTED (YES/ NO)
1	<p>Software Installation Custom RFID Application or web based Software with License with free onsite support for 1 Year. Mobile APP Software consisting of Customized RFID Solution Software tailored to meet inventory management need. Integration with Microsoft Dynamics 365 for data synchronization. Interface for intuitive data entry, tracking & reporting. Live dashboard for real-time inventory visibility, alerts and notifications. Advanced analytics and report for data-driven decision-making. Compatibility with RFID tag formats and reader devices. Integration to Microsoft Dynamics 365 ERP for streamlined data management. Automatic synchronization of RFID data with inventory records in Microsoft Dynamics 365 ERP. Real-time updates on inventory levels, stock movements and item locations. Advanced reporting and analytic capabilities within the Microsoft Dynamics 365 ERP platform. Enhanced data accuracy, eliminating manual data entry and potential errors. Offline based applications at local server. Free onsite support for customized RFID Software for 1 Year.</p>	1	Lumpsum	
2	RFID Label Printing License Software per printer One Time with free onsite support for 1 Year.	1	Lumpsum	
3	Installation , Commissioning and freight charges for RFID Software , Hardware supply and Support at onboard DCI Dredger XXI located at Kolkata or Haldia	1	Lumpsum	
4	Training session on Inventory , organising of Racks and stock arrangement , RFID tagging, Software application, to DCI ship staff engineers at onboard DR XXI which is located at Kolkata or Haldia for 28 days, excluding travelling days .One set of training manual to be submitted at onboard DR XXI.	1	Lumpsum	

5	<p>Training session on RFID Software application for shore employees at DCI Head office (CSC) at Visakhapatnam and Kolkata (Balmer) for 2 days at each location, Excluding travelling days. One set of training manual to be submitted to Materials department at DCI Head office. One set of training manual to be submitted to Materials department at DCI Head office. Excluding travelling days.</p>	1	Lumpsum	
6	<p>Industrial Tab 8 to 10 inches Specifications in details Durable ruggedized tablet with built in RFID reader for on the go inventory management. Touch screen for easy data entry and retrieval. Long battery life, wireless connectivity options and robust construction. Rear Camera with minimum of 15 MP and front camera of 5 to 10 MP. It should have GPS support. It should have Nano slim slot and extendable memory provision. Ram 8 GB Ram and Internal Memory 256 GB. Pouch or cover for easy carry. Android</p>	1	NO	
7	<p>Other Components of Reputed brands Wireless RFID Handheld Reader for DCI DR XXI consists of RFID handheld reader for rapid and accurate scanning of RFID tags. Long reading range and high read accuracy for efficient inventory management. Ergonomic design for comfortable usage and extended battery life. It should integrate with the Wifi. It should read minimum 500 to 1000 tags per second. Range 20 plus feet read range, and ultra-accurate item finder mode. Battery Capacity 7000 mAh and a quick release function that's accessible without removing the mobile computer. The tri function trigger lets associates quickly access RFID reading, barcode scanning and a programmable third function, such as the enter key or push talk. Bluetooth Facility</p>	2	NOS	
8	<p>RFID Desktop Printer with all consumables like Printer ribbon rolls, barcode Label rolls & RFID paper Label tag rolls. High-performance RFID printer capable of encoding and printing RFID tags. Support for multiple tag formats. Integration with the RFID Solution software for seamless tag encoding and printing. Printer should be compatible with the existing Computers laptop and industrial tab. 4.3 inches full colour display with intuitive menu Integrate to existing wired or wireless networks or connect them directly to PC. It should print from any windows, Android or IOS device.</p>	1	NO	
9	<p>All in one PC consists of Latest Processor 1 NO and 8 GB RAM 1 NO and 1TB HDD 1 NO and Keyboard 1 NO and Mouse 1 NO. Win 11 Home and MS Office 2021</p>	1	NO	

10	RFID M6 Paper Label (Non-Metal) ,Quantities are tentative and may vary at onboard while implementation	500	NOS	
11	RFID Metal on Sticker/Megatron Metallic Tags, Quantities are tentative and may vary at onboard while implementation	100	NOS	
12	RFID Mhard Tags with Cable Tie, Quantities are tentative and may vary at onboard while implementation	113	NOS	

Please Put √ mark under Quoted

Note:

- 1) Tender having Counter conditions bearing on the Price will not be considered
- 2) Applicable taxes should be indicated clearly in the price bid.
- 3) Tenderer should quote for all the items as per the brand and specifications indicated in the Tender.
- 4) Prior quoting the items the compatibility may be confirmed either visiting the dredgers or taking clarifications from dredgers. This will be the sole responsibility of the supplier.
- 5) The Tenderer should quote for all the items mentioned in the BOQ/Price bid completely for finalisation of tender, failing which the bid will not be considered.
- 6) Evaluation will be done on overall L1 Basis.
- 7) Bidders should quote all the items, failing which bid will be liable for rejection.
- 8) Life of the product /items should be indicated against each item offered wherever applicable and the items offered with higher life will be given preference over prices.
- 9) The product has to be supplied with maximum shelf life available as wherever applicable i.e. items that is to be supplied should have the manufacturing date closer to the purchasing date.
- 10) China make items are not acceptable.

PART II

Clauses of the Technical Specification listed briefly as under.

1. The supply is required to be made on FREE ON BOARD (FOB) DELIVERY BASIS on our Dredgers operating at Project Office at KOLKATA / KOCHI. However necessary GST details to be provided of the KOLKATA / HALDIA where the goods to be delivered.
2. Contract will be awarded to the Overall L1 bidder (Lowest Price offered bidder)
3. Work order issued by Head office (Material department) & the item / system should be supplied on board the identified Dredger deployed at KOLKATA / HALDIA.
4. The vendor, who is partner for Microsoft Dynamics 365 finance & Operations or having collaboration/ tie-up with the partner for Microsoft Dynamics 365 Finance & Operation shall only participate in this tender.

SECTION VII
TECHNICAL SPECIFICATION

Implementation of Radio Frequency Identification Technology (RFID) as a part of inventory control on DCI DRXXland in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Earnest Money Deposit**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 13.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from negotiations if any. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** Form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the form indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3

The **Qualification Requirements** form should specify, for example, requirement for a minimum level of experience in manufacturing /Supply of similar type of goods for which the Invitation for Bids is issued, as required under Clause 11.2 of ITB.

The **Inspecting Authority and Special Test Details** should be specified in addition to inspection and testing procedures included in the Technical Specification as contemplated under Clause 8.1 of GCC and Clause 4 of SCC.

The **Form of Particulars** should be furnished by all the Bidders compulsorily.

The **Form of Undertaking** should be submitted by Bidder on their company letter head as specified in the Form 11 without any change. This Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.

The **Check List for Technical Bid** should be furnished by all the bidders compulsory

1. BID FORM

Date: _____

To:

The HOD (TECHNICAL)

The Dredging Corporation of India,
Dredge House, HB Colony,
Visakhapatnam – 530 022.

Gentlemen:

Having examined the bidding documents including Addenda Nos.*[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Deck Engine Saloon Stores conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Bid for the Bid Validity Period specified in Clause 14.1 of the Bid Data Sheet 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 per ITB Clause 1 of the bidding documents.

Dated this _____ day of _____ 2024.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. FORM OF BANK GUARANTEE BOND (IN LIEU OF E.M.D)

1. In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Registered Office at Core-2, 1st Floor, "Scope Minar", Plot No.2A & 2B, Laxmi Nagar District Centre, Delhi -110 091 (hereinafter called the "DCI") having agreed to exempt M/s..... (Hereinafter called the said "Tenderer") from payment under the terms and conditions of the tender datedNo.....made between the DCI and the Tender for (hereinafter called the said "Tender") of Earnest Money Deposit in cash for the due fulfillment by the said Tenderer of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs.....(Rupees.....only).We.....

(indicate the name of Bank)

(hereinafter referred to as "the Bank") at the request of M/s..... the said Tenderer do hereby undertake to pay to the DCI an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said tenderer of any of the terms or conditions contained in the said Tender.

2. Wedo hereby undertake to pay the amounts due and

(indicate the name of Bank)

payable under this guarantee without any demur, merely on a demand from the DCI stating that the amount claimed is due by way of loss or damaged caused to or would be caused to or suffered by the DCI by reason breach by the said Tenderer of any of the terms or conditions contained in the said Tender or by reason of the Tenderer's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regard 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.....

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute any unequivocal. The payment so made by us

under this bond shall be a valid discharge of our liability for payment there under and the said Tenderer shall have no claim against us for making such payment.

4. Wefurther agree

(indicate the name of Bank)that the guarantee herein contained remain in full force and effect during the period that would be taken for the performance of the said Tender and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged or till the DCI certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tenderer and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before..... we shall be discharged from all liability under this Guarantee thereafter.

5. We, further agree with the DCI that the
(indicate the name of Bank)

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 Tender or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time any of the powers exercisable by the DCI against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Tenderer 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 change in the constitution of the Bank or the Tenderer.

7. We, lastly undertake
(indicate the name of Bank)

not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.

Dated theday of2023

For

(indicate the name of Bank)

3. CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 2023 between Dredging Corporation of India Limited, (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., Manufacture and Supply of Deck Engine and Saloon store items (DES) confirming to latest for use on board our dredgers on rate contract basis for two years extendable for one more (3rd) year on the same rates, terms and conditions for use on board our Dredgers and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. FORM OF BANK GUARANTEE BOND
(IN LIEU OF SECURITY DEPOSIT)

1. In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Registered Office Core-2, 1st Floor, "Scope Minar", Plot No.2A & 2B, Laxmi Nagar District Centre, Delhi -110 091 (hereinafter called the "DCI") having agreed to exempt M/s.....(hereinafter called the said "Contractor") from the demand under the terms and conditions of any agreement / contract/ work order dated made between the DCI and the Contractor for(hereinafter called the said "Agreement") of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees.....Only). We
(indicate the name of the Bank)
(hereinafter referred to as "the Bank") at the request of M/s.....(Contractor) do hereby undertake to pay to the DCI an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said contractor of any of the terms or conditions contained in the said Agreement.
2. We.....do hereby undertake to pay the amounts
(indicate the name of Bank)
due and payable under this guarantee without any demur, merely on a demand from the DCI 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 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.....
3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said Contractor shall have no claim against us for making such payment.

4. We further agree
(indicate the name of Bank)

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 full paid and its claim satisfied or discharged or till the DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before, we shall be discharged from all liability under this Guarantee thereafter.

5. We,further agree with the DCI that the
(indicate the name of Bank)

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
(Indicate the name of Bank)

not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.

Dated theday of2023

For

(indicate the name of Bank)

6. MANUFACTURER'S AUTHORISATION FORM

(See clause 11.2(a) of instruction to Bidder)

To,

The HOD (Technical)
Dredging Corporation of India Ltd,
DredgeHouse-HB Colony,
Visakhapatnam

WHEREAS (Name of the manufacturer) who are established and reputed manufacturers suppliers of DeckEngineSaloon Items should conform to latest Deck Engine and Saloon store items (DES) confirming to latest for use on board our dredgers on rate contract basis for two years extendable for one more (3rd) year on the same rates, terms and conditions. for use on board our Dredgers having factories at (Address of the factory)

do hereby authorize (Name and address of the Agent) to submit a bid, and subsequently negotiate and sign the contract with you against IFB No.(reference of the invitation to bid) for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per clause 14of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

(Signature for and on behalf of manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

7. CHECK LIST FOR QUALIFICATION REQUIREMENTS

(Referred to in Clause 11.2 of ITB)

1. Documentary proof of Average Annual financial Turnover during last 3 years, ending by 31-03-2023 of not less than Rs.17.40 Lakhs. Profit and Loss account with balance sheets be enclosed.
2. Documents to prove that the tenderer has experience of having successfully similar works (RFID) during last 7 years ending 31.03.2023 should be either of the following:
 - i) Three similar completed works costing not less than the amount equal to Rs.23.20Lakhs.
(or)
 - ii) Two similar completed works costing not less than the amount equal to Rs.29.00 Lakhs.
(or)
 - iii) One similar completed works costing not less than the amount equal to Rs.46.40 Lakhs.
3. The participant of the tender should submit the manufacturing certificate of his Principals or his authorized stockiest / distributors / dealers for the supply of hardware items/the Software the support - Documentary evidence for the same may be enclosed.
4. NEFT/RTGS for Rs.1,180/- inclusive of GST on sale of tender documents (Rupees OneThousand Onehundred Eightyonly) (Non-refundable) towards cost of tender documents if party downloaded the tender documents from website.
5. Earnest Money Deposit of Rs.58,000/-(Rupees Fifty Eight Thousand Only) inthe form of NEFT/RTGS/Bank Guarantee issued by any Nationalized / Scheduled Bank in favor of Dredging Corporation of India Limited, payable at Visakhapatnam.
6. Self declaration to agree for submission of Performance Security, in case of award of Contract.
7. Bank Solvency Certificate/Letter to be submitted
8. The vendor, who is partner for Microsoft Dynamics 365 finance & Operations or having collaboration/ tie-up with the partner for Microsoft Dynamics 365 Finance & Operation shall only participate in this tender.Documentary proof to be submitted.

9. Complete Tender document duly signed by the authorized signatory (along with addendum, corrigendum, etc.) to be submitted.
10. Shelf Life of the Product/items should be indicated against each item offered where ever applicable in bidder firm letter head.

8. SPECIAL WARRANTY PROVISIONS

(Referred to in clause 9 of SCC)

Goods supply Warranty shall remain valid for (12) Twelve months after the goods or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the contract, or for (18) Eighteen months after the date shipment from the port of loading in the source country in general, unless specified otherwise in the special conditions of contract.

10. FORM OF PARTICULARS

(Should be furnished compulsorily)

Dredging Corporation of India

(A Government of India Undertaking)

MATERIALS DIVISION::VISAKHAPATNAM

1. Name of the firm and full Address :
2. Telephone No./ Telex No./Telegraphic address :
3. Full addresses of Branch Offices / Depots,
Indicating whether their Branches / Depots are
Registered with the local Sales Tax Authorities :
4. Constitution of firm whether a limited company
Partnership or proprietary concern, registered
Small scale industry etc. :
5. Firms registration No. with concerned authority :
6. Whether registered under the Municipal Act and /
or State Government Shops & Establishment Act :
7. Year of constitution / Incorporation :
8. Nature of business registered for :
9. Standing in business :
10. Names of Govt. Department / Undertakings with
Whom registered (State nature of business for
which Registered and year of registration) :
11. Names of other major companies with whom
Registered (State nature of business for which
Registered and year of registration) :
12. Name of Bankers (Attach Bankers Certificate) :
13. GST Tax Registration Nos. and Date :

(Copies of same to be submitted)

14. Total assets value :
15. Total working capital :
16. Total Annual sales turn over for the tendered items of the latest accounts year :
23. Details of the plant / machinery equipment owned by the concerned (furnish full details of the Working premises indicating the area, details of machinery/ equipment's indicating capacity total authorized power supply etc. :
18. Details of the plant machinery with the sub-Contractors / other working arrangements :
19. Total annual production capacity of the Tendered items (as applicable) :
20. Details of major supplies awarded in the Past in terms of volume and financial outlay indicating the name of the firms for whom such supplies undertaken (attach photo stat Copies of invoices / challans , copies of Contract.) :
21. Name of Managing Director / Manager/ Partners :
22. No. of permanent Managerial staff (attach Statement indicating Names, position held, Qualification, total experience, No. of years Engaged in present position) :
23. No. of other permanent staff including skilled and Unskilled workmen (Furnish full Details) :

24. If any members of your company has any :
relation employed in this corporation, if so,
give full details.

25. Whether your firm has been disqualified by :
any shipping Company including corporation at
any time in the past for supply of materials /
services referred to in this tender. If so,
state reasons

26. Any other information :

I / We hereby certify that the details furnished as above are true to the best of my /our
knowledge.

I / We further declare that my / our firm has not been disqualified by any office / department/
undertaking of Government of India or other State Governments. We also acknowledge that
failure to supply the information or submission of incorrect information can lead to
summary rejection / cancellation of the tender / contract.

Place:

Date:

**Signature of Managing Director / Manager/
Partner with Rubber Stamp of the Firm.**

11. FORM OF UNDERTAKING

(To be uploaded by the Bidder on his letter head during submission of bid online)

I / We,, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting bid for the..... against the Tender Notice No.dated and I/We offer to supply the items as per the term & conditions of the bid.
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. I/We have submitted particulars of existing GST registration. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs

OR

I/We.....have been banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....

8. If any information and document submitted is found to be false/ incorrect at any time, Dredging Corporation of India Limited may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Signature of the Bidder

Name of the Signatory.....

Date.....

DREDGING CORPORATION OF INDIA LIMITED
Dredge House, HB Colony, Visakhapatnam – 530 022
CAPITAL / REVENUE

MATERIALS DIVISION
PURCHASE ORDER

P.O.No. & Date	Supplier's Code
Reference	M/s.

Dear Sirs,

We are pleased to place our purchase order on you for supply of items mentioned below subject to the terms and conditions specified in this purchase order:

S.No.	Material Code	Description	Unit	Qty.	UNIT		AMOUNT	
					Rs.	Ps.	Rs.	Ps.

1. Terms of Price :	2. Discount :
3. Excise Duty :	4. VAT/Sales Tax :
5. Delivery on or before :	6. Carrier :
7. Consignee :	8. Packing and forwarding :
9. Insurance :	
10. Payment terms :	
11. Paying office :	

Yours faithfully

TERMS AND CONDITIONS of the PURCHASE ORDER

1. The purchase order shall be governed by the terms and conditions set out herein under and those stipulated in the correspondence referred overleaf. This purchase order shall also be governed by the provisions contained in the Sale of Goods Act and Indian Contract Act. In case of variance between the terms and conditions set out herein under and those stipulated in the correspondence referred to overleaf or provisions of Sale of Goods Act, and Indian Contract Act terms and conditions set out herein under shall prevail. All the matters of dispute shall also be governed by the Indian Arbitration Act 1996. Any dispute arising out of this order will be subject to Visakhapatnam Jurisdiction of courts at Visakhapatnam only.
2. The purchase order number must be quoted on all packages. Delivery memos, invoice & correspondence.
3. Seller warrants and guarantees that the goods delivered under this order do not infringe any valid patent owned or controlled by any other corporation, firm or person and seller agrees to hold buyer free and harmless from any and all losses cost charges and / or expenses of every nature, to defend at sellers expenses any and all claims, suits or actions and to pay any and all judgments rendered against buyer arising out of or incident to alleged infringement of patent and / or patent rights by the use of the whole or any portion of the goods herein described.
4. (a) Seller guarantees the goods against defective design, and workmanship and that it meets specification in all respects. When there is divergence the seller must obtain buyer's approval before effecting delivery.
(b) Material failing short of specification and not covered by buyers prior approval will be returned at seller's risk and cost.
5. Unless otherwise agreed upon, transit damages and freight cost on material returned will be to settler's account.
6. Substitutions, charges or delays will not be accepted unless confirmed by buyer.
7. **PACKING:** The packing of the goods shall be proper and adequate according to nature of goods and to suit the mode of transport and shall conform to the method, convention, trade practice and regulation applicable to the merchandise. The Packing should be environmental friendly.
8. Local delivery where applicable shall be made only on working days between 10.00 Hrs. and 15.00 Hrs. The offices of the Corporation observe Saturday as holiday.
9. **DOCUMENTATION AND BILLING:**
 - a) FOR ALL OUTSTATION DESPATCHES: Documents in ORIGINAL comprising of (a) LR/RR/AWB/(B) Excise Gate Pass for excisable goods (c) Packing list / delivery challan and (d) Inspection Report / Test Certificate, etc. as may be applicable shall be sent to the consignee by Registered Post under intimation to the signatory of this purchase order.

b) This Bills in original with two extra copies and one complete set of dispatch documents as per clause (a) above shall be submitted to the PAYING OFFICE specified in this purchase order under intimation to the signatory of this purchase order.

c) FOR LOCAL DELIVERIES AND FOR SUPPLY: After supply of the goods to the designated consignee the bills in original with two extra copies duly supported with original delivery challans signed by the designated consignee in token of receipt of the materials in good order and condition and copies of excise gate pass for excisable goods and inspection Report / Test Report etc. as the case may be shall be submitted to the PAYING OFFICE under intimation to the signatory of this purchase order.

10. As far as possible, corrections or alterations should be avoided in the challans. If any corrections are made, they should be attested with the full signature of the receiving office.

11. Liquidated Damages will be levied at the rate of 1 % per week or part thereof, up to a maximum of 10 % of the total order value on purchase order for supply of materials/execution of works.

PAYMENT STATUS AGAINST THE PURCHASE ORDER

S.No.	Invoice No.& Date	Invoice Amount	Amount Passed	Date of Passing
.....Total			P.O. Value	
