Dt:09.10.2023

#### **CORRIGENDUM-I**

**TENDER REF.:** Ref: Tender No: GEM/2023/4050627, Dt: 06.10.2023,

#### "PRE-BID MEETING WILL BE CONDUCTED ON 11.10.2023"

#### Note:

1) CORRIGENDUM-I has to be enclosed along with bid cover as proof of acknowledgement (without filling the values in the price formats).

HOD(MATLS.)



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#### Ref: DCIL/MAT/GeM/DR20-Shaft Generator/2023-24/05

DT: 06.10.2023

#### **NOTICE INVITING TENDER**

Dear Sir,

Sub: Proprietary based Tender is invited from OEM/Authorized Dealer for Supply of COMPLETE SHAFT ALTERNATOR ASSEMBLY FOR STARBOARD SIDE Procurement of COMPLETE SHAFT ALTERNATOR ASSEMBLY FOR STARBOARD SIDE FORGENERATOR –LSA 52.2 VL90, Make: Leroy Somer, to DCI DREDGER-XX on FREE ONBOARD basis for marine purpose, presently deployed at Kochi.

1. The Dredging Corporation ofIndia invites online bid in Two Cover System(Technical & Commercial Bid) and Price Bid/Bill of Quantity (BoQ) from OEM/OEM-Authorized Dealer/Distributor of Leroy Somer make bidder for Procurement of COMPLETE SHAFT ALTERNATOR ASSEMBLY FOR STARBOARD SIDE FORGENERATOR –LSA 52.2 VL90,to DCI Dredger-XX at GeM Portal website: <a href="http://www.gem.gov.in">http://www.gem.gov.in</a>. Bill of Quantity (BoQ) and Technical specifications mentioned in the Tender. COMPLETE SHAFT ALTERNATOR ASSEMBLY FOR STAR BOARD SIDE FOR GENERATOR -LSA 52.2 VL90, to DCI Dredger-XX at GeM Portal website: <a href="http://www.gem.gov.in">http://www.gem.gov.in</a>. Bill of Quantity (BoQ) and Technical specifications mentioned in the Tender. COMPLETE SHAFT ALTERNATOR ASSEMBLY FOR STAR BOARD SIDE FOR GENERATOR -LSA52.2VL90, to DCI Dredger-XX, Make: Leroy Somer, shall have to be supplied with IRS Approval Certificate, Guarantee certificate/ relevant /mandatory certificates, as required.

2. Bidders can access and download the tender documents from GeM Portal and can fill with all relevant information and submit the completed tender document online on the website <a href="http://www.gem.gov.in">http://www.gem.gov.in</a>. 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

#### 3. TIME SCHEDULE:

SL. NO.	PARTICULARS	DATE
1	Tender e-Publication	06-10-2023
2	Bid Submission Start	06-10-2023
3	Bid Submission End	16-10-2023
4	Bid Opening	16-10-2023

4. Tender shall be submitted online only at GeM website :<u>http://www.gem.gov.in</u>. Bidders areadvised to refer the GeM Portal for Submission of the bids online through the GeM



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Portalavailableatthewebsite:<u>http://gem.gov.in</u>.AspiringBidders/Supplierswhohavenotenrolled/regis tered in GeM should enroll/register before participating through the website<u>http://www.gem.gov.in</u>.Theportalenrolmentis freeofcost.

5. All documents as per tender requirement should be uploaded online and further, nodocuments will be accepted offline. Any payment shall be made in online mode only.Bidders who are not submitting any of the required documents online will summarily berejected.

6. **Scope of Work**: Supply of **COMPLETE SHAFT ALTERNATOR ASSEMBLY FOR STAR BOARD SIDE FOR GENERATOR,** Make: Leroy Somer, to DCIL Dredge-XX on FREE ONBOARD DELIVERY TO DCI-DREDGER XX, with IRS approval Certificate, Guarantee /Warranty & relevant documents.

7. Only **OEM / OEM Authorized Dealer / Distributor for Leroy Somer make products** may download the tender documents from website: <u>https://gem.gov.in</u>.

8. 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.

Head Of the Department (Technical & Materials) Dredging Corporation of India Limited



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#### <u>SECTION-I</u> INVITATION FOR BIDS (IFB)

#### A. Introduction

- 1. The Dredging Corporation of India invites online bid in Two Cover System (Technical & Quantity Bid) Price Bid/Bill (BoO) from Commercial and of OEM/OEM-AUTHORISEDDEALER/DISTRIBUTOR of Leroy Somer make bidder for Procurement of COMPLETE SHAFT ALTERNATOR ASSEMBLY FOR STARBOARD SIDE FOR GENERATOR -LSA 52.2 VL90, to DCI Dredger-XX at GeM Portal website :http://www.gem.gov.in. Bill of Quantity (BoQ) and Technical specifications mentioned in the Tender. COMPLETE SHAFT ALTERNATOR ASSEMBLY FOR STARBOARD SIDE FOR GENERATOR, Make: Leroy Somer, shall have to be supplied with IRS Approval Certificate, Guarantee certificate/ relevant /mandatory certificates, as required.
- 2. Bidders can access and download the tender documents from GeM Portal and can fill with all relevant information and submit the completed tender document online on the website: <u>http://www.gem.gov.in</u>. The downloading of tender documents shall be carried out strictly as provided on the website. No editing, addition, deletionofmatter shall be permitted. If such action is observed at any stage, such tenders are liable for outright rejection
- 3. Eligible OEM/OEM-Authorized Dealer/Distributor of Leroy Somer make Bidders may obtain further Information from and inspect the bidding documents at the office of:

Head of Department (Materials), Dredging Corporation of India Limited, Materials Department, 3rd Floor, Dredge House, HB Colony, Seethammadhara, Visakhapatnam – 530 022. Telephone: 0891- 28712330 / 2871282 HOD (Technical & Materials), E-mail: <u>ysrmurthy@dcil.co.in</u>

- 4. Techno-Commercial Bids (Cover 1) will be opened on 16.10.2023 through GeM portal in online mode.
- 5. After scrutiny/evaluation of Techno-Commercial Bid (Cover 1) bid, the Price bid/ BoQ (Cover 2) of the technically qualified bidder will only be considered for opening.
- 6. Any changes / corrigendum due to administrative or any other causes shall be available on GeM Portal and therefore, bidders/contractors are requested to visit this website regularly for any changes in above particulars.
- 7. All the tender conditions as per ATC will only considered for finalization of tender.



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#### <u>SECTION -II</u> INSTRUCTIONS TO BIDDERS (ITB)

#### A.Introduction:

#### **1. Eligible Bidders**

This Invitation for Bids is open to OEM/OEM-Authorized Dealer/Distributor of Leroy Somer make Bidders only.

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) for preparation of supply related design, specifications, and other documents to be used for the procurement of the spares under this Invitation for Bids.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### 2. Collection of Data - BIDDER'S RESPONSIBILITY

2.1 Before submitting the tender, the Bidder shall be deemed to have clearly understood and satisfied himself regarding the work, all conditions liable to be encountered during the execution thereof and the rates quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the supply.

2.2 The prices and amount quoted by the Bidder shall allow for all costs, including material, transportation and other charges, direct and indirect (domestic & foreign taxes), till the work is completed in accordance with the scope of the contract and contract period.

2.3 If a proprietary firm makes the application, it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

2.4 If the application is made by a firm in partnership, it shall be signed by all the partners of the firm, above their full names and current addresses or by a partner holding the power of attorney of the firm by signing of the application in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of the firm and the full names, and current of all the partners of the firm shall also accompany the application.

2.5 While submitting the Bill of Quantity (BoQ), duly filled in, the applicant shall enclose the latest copies of brochures and technical documentation giving more information about the firm and all the members. While submitting the Bill of Quantity (BoQ), duly filled in, the applicant shall enclose the latest copies of brochures and technical documentation giving more information about the firm and all the members.



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2.6 Bidder shall furnish Memorandum of Articles of the company in case of limited firm, certified partnership deed in case of partnership firms, affidavit in case of proprietorship firm. Detail of company profile, organization structure, personnel profile and key managerial members etc. shall be furnished in your letter head.

#### **B. The Bidding Documents**

#### **3. Content of Bidding Documents**

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 and Price Schedules
- (h) Qualification Requirement
- (i) Inspecting Authority and Special Test Details

#### 4. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the DCI through GeM Portal. The DCI will respond in writing to any request for clarification of the bidding documents that it receives no later than Seven (07) days prior to the deadline for the submission of bids. 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

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.

The amendment will be notified in writing or by mail and in GeM Portal to OEM/OEM-Authorized dealer/distributor of **Leroy Somer make** Bidders that have received the Bidding Documents and will be binding on them.

#### C. Preparation of Bids

#### 6. Language of Bid:

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



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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.

#### Authority of Person Signing the Bid:

If a firm in partnership submits the Bid 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.

#### 7. Bid Currencies

7.1 Prices shall be quoted in **Indian Rupees (INR) only**.

#### 8. Clarification of Bidding Documents:

8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the DCI through GeM Portal. The DCI will respond in writing to any request for clarification of the bidding documents that it receives no later than Seven (07) days prior to the deadline for the submission of bids prescribed in ITB Clause 7.1. 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.

#### 9. Period of Validity of Bids:

9.1Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by DCI. A bid valid for a shorter period shall be rejected by DCI as non-responsive.

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

10.1 The "Techno Commercial Bid" (Cover-1) prepared by the Bidder shall comprise the following components:

A Bid completed in accordance with ITB Clauses 2.5, 2.6 and 3;

Documentary evidence established in accordance with ITB Clause 8.1 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

- 10.2 "Price Bid/BoQ" (Cover 2) shall consists of Price Bid in excel (xls) file format.
- 10.3 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.

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

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#### **11. Format and Signing of Bid**

11.1 The bid can be downloaded from the GEM PORTAL and is duly filled as per the Instructions.

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

#### **D. Submission of Bids**

#### 12. Covers of Bid

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

12.2 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 in excel file format only as indicated in the Bid Document.

#### 13. Deadline for Submission of Bids:

13.1 Bids must be received online not later than the time and date specified in the **Bid Data Sheet.** 

13.2 The DCI may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in Tender Terms in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 14. Late Bids:

14.1 Any bid received after the deadlines are liable for rejection.

#### **15.** Modification and Withdrawal of Bids:

15.1 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.

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



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15.3 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.

#### E. Opening and Evaluation of Bids

#### 16. Opening of Bids by the Purchaser

16.1 The DCI will open all the Techno-commercial Bids through GEM PORTAL on the tender closure date, at the time, on the date, and at the place specified in the **Bid Data Sheet**.

16.2 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.

#### 17.0 Corrupt or Fraudulent Practices

# **17.1** 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) It is intended that, 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.



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#### SECTION III BID DATASHEET (BDS)

The following specific data for the goods to be procured 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 A	Address:M/s. Dredging Corporation of India Ltd.,Materials Department,3 <sup>rd</sup> Floor, Dredge House,HB Colony, Seethammadhara,Visakhapatnam – 530 022.Telephone: 0891-2871282, HOD (Technical & Materials)E-mail: ysrmurthy@dcil.co.in		

Preparation and Submission of Bids						
ITB 6	Qualification requirements: Documentary proof in support of OEM/OEM Authorized Dealer/Distributor of Le Somer make only. (Documentary proof to be enclosed).					
	<ol> <li>Documentary proof in support of manufacturer and supply of tendered items with required certificates to shipping companies/Industrial Organizations for two consecutive years.</li> </ol>					
	<ol> <li>Documentary proof of average annual financial turnover of not less than Rs.28.20 Lakhs during the last three preceding years ending by 31-03- 2023.</li> </ol>					
	3. Documents to prove that the tenderer should have supplied/executed orders during last seven financial years					
	i) Three similar works each costing not less than of Rs. 37.60 Lakhs. <b>OR</b>					
	ii) Two similar works each costing not less than Rs. 47.00Lakhs. OR					
	iii) One similar work costing not less than Rs.75.20 Lakhs					
	In the case of dealer/distributor/agent, authorization letter from the original manufacturer should be submitted and the Agent should also fulfill all the tender					



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## DREDGINGCORPORATIONOFINDIA

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	criteria to become technically qualified tenderer.			
ITB 9	Bid validity period: Three months {90 Days.}			
ITB A	Address of Communication Shri YSR Murthy Head of the Department (Materials) Dredging Corporation of India Limited,			
	Materials Department, 3 <sup>rd</sup> Floor, Dredge House, HB Colony, Seethammadhara, <b>Visakhapatnam – 530 022</b> Telephone: 0891-2871282,HOD (Technical & Material) Fax : 0891-565920/2560581			
	E-mail : ysrmurthy@dcil.co.in , HOD (Technical & Material)			
ITB 13	Deadline for bid submission : On <u>16-10-2023 at</u> 1500 Hrs online through GeM Portal			
ITB 16	Opening of Bids : Time, date: On 16-10-2023 at 1530Hrs. Online through GeM Portal.			



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#### <u>SECTION IV</u> GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. Definitions:

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/DCI" means the Dredging Corporation of India Ltd. having its Head Office at Dredge House, HB Colony, Seethammadhara, 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.**
- (I) "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



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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.

Except as otherwise provided in SCC hereof, these conditions shall apply to the supply of any goods and/or services by DCI to the supplier unless the parties shall have explicitly agreed otherwise in writing.

#### 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. Patent Rights:

3.1 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.

#### 4. Packing:

4.1 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. Packing should be eco-friendly.

#### 5. Delivery and Documents:

5.1 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.

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

#### 6. Insurance:

6.1 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.

#### 7. Transportation:



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7.1 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.

#### 8. Warranty:

8.1 This warranty shall remain valid for 12 months from the date of fitment / installation / commissioning and satisfactory trials onboard.

8.2 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 spares supplied on free of cost upon receipt of intimation from the Master/Chief Engineer Officer of DCI, Dredger/DCI Project Office/Head Office.

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

#### 9. Payment:

9.1 Payment will be made within 60 days from the date of receipt of materials & Invoices with all relevant documents.

#### **10.** Delays in the Supplier's Performance :

10.1 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.

#### **11.** Liquidated Damages

11.1 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 completeas 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.

#### **12. Settlement of Disputes:**

If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier inconnection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as here in after provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.



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Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

Notwithstanding any reference to arbitration herein,

The parties shall continue to perform their respective obligations Under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due to the Supplier.

13. All matters of disputes shall be governed by the Indian Arbitration Act1996. Any disputes arising out of this shall be subjected to Visakhapatnam Jurisdiction only



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#### 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 (g)—The Purchaser is: The Dredging Corporation of India Ltd. including its offices, branches, agents etc.

GCC 1.1 (i)—The Supplier is:

#### Sample Provision

GCC 1.1 (p)—The Project Site is: DCI project offices located at all Indian Sea Ports.

#### 2. Patent Rights (GCC Clause 3)

The existing clause 6.1 of GCC may be substituted as under

**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.

- 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.

- 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.

#### **Briefing of Tender Terms & Conditions:**

In case offered part No. /Nos are different from that of enquired part no., suitability of offered part to be confirmed.

Position Numbers are to be indicated separately for each item.

Net weight of each item and total gross weight of the package.

DREDGINGCORPORATIONOFINDIA MaterialsDepartment,3<sup>rd</sup>floor,DredgeHouse,H BColony,Seethammadhara, Visakhapatnam-530022,AndhraPradesh,India



Phone:(0891)2871250,330 E-mail:hodtech@dcil.co.in

Intimate the dimensions of the package.

Period of Delivery-Please indicate shortest possible delivery term.(Within60days).

Payment Terms: Payment can be made within 60 days from the date of receipt of materials & invoices with all relevant documents.

Validity of the offer shall be for a minimum period of Three Months.

Please ensure the consignment is delivered in Road/Airworthy package.

Insurance shall be arranged by Supplier.

Please indicate guarantee/warrantee for the offered items.

Intimate the details of contact person, handling this enquiry, email, telephone number, Fax and his superior in case of escalation of issues.

Intimate Bank details, Account number, IFSC, MICR ,etc.

Bid should be submitted only in GEM Portal with documents as requested in tender documents/GEM Bid Document.

Offers submitted vide FAX/EMAIL/POST shall not be considered.

The technical cover of the tender shall be opened at **1530hrs on the due date i.e., on 16.10.2023** in the GEM Portal.

All tenders must be absolutely clear and qualified as per tender criteria, failing which the same will not be considered

All columns & rows should be properly and legibly filled in. No column & rows should be left blank. Any correction in the rates etc. should be duly attested by the tenderer. Alterations not authenticated ,with attestation may result in rejection of tender. Prices should be quoted in Indian Rupees only.

Any revision of rates after opening of the tender will not be accepted.

The offer should be kept open for acceptance for 90 days from the date of Opening oftender. Provide HSN code for the quoted items.

Bid Validity Period: Three Months (90Days)

Deadline for bid submission: On 16-10-2023 at 1500Hrs online through GeM Portal



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GST as applicable shall be payable extra wherever applicable. The Percentage of tax andduties prevailing should be indicated separately failing which it will be considered as therates are inclusive of all taxes and duties. We do not have Sales tax declaration form 'C' or 'D'. Statutory changes as per the government norms shall be applicable.

100% payment willbe made within 60 days from the date of receipt of materials in full subject to submission of invoice complete in all respects.

Specify the Make/Brand of the materials offered. All Relevant Catalogue/Literatures should be submitted as per BoQ mentioned in the tender document along with Tender.

For patent items, Corporation reserves the right to demand submission of materials priceLists.

Samples when ever asked for should be made available for inspection by DCI.

DCI reserves the right to reduce the quantity without assigning any reason thereof.

After award of purchase order, if the supplier fails to complete in full or any part thereof within the prescribed delivery period, the Corporation reserves the right:

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 completeas 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.

To cancel the order or portion thereof, and if so decided, to process a fresh order on alternative sources at the risk and cost of the supplier. The manner and method of such purchase shall be in entire discretion of the Corporation.

Items supplied should be brand new with defect free in working conditions, abnormalitiesidentified should be replaced with new item with free of cost by the supplier by collecting ofdefectitem.

Packing of the goods shall be proper and adequate according to nature of goods and to suit the mode of transport and shall confirm to the method, convention, trade practice and regulation applicable to the merchandise.

The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not communicated any offence under the prevention of Corruption Act in connection with the bid.

The bidder shall disclose an payment made or proposed to be made to any intermediaries/ agents etc in connection with the bid.

The Corporation reserves all rights to accept or reject any tender in part or in full without assigning any reason thereof.



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Matters of disputes shall be governed by the Indian Arbitration Act, 1996. Any disputes arising out of this shall be subject to Visakhapatnam only.

Delivery period within 60 days from the date of issues of purchase order.

Delivery Terms: The bidders should supply the items as FREE ONBOARD DELIVERY TO DCI-DREDGE XX,PRESENTLY DEPLOYED AT KOCHI OR FREE DOOR DELIVERY BASIS TO ANY PORT in India (i.e, Kolkata, Paradip, Visakhapatnam/DCIL-CSC,VSP), along with IRS approval certificates & Guarantee/Warranty certificate and relevant documents.

I/We here by confirm having read and understand all the terms and conditions of the tender and I/We agree to abide by them

Place: Date: SignatureofTenderer (WithRubberseal)



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#### SECTION VI SCHEDULE OF REQUIREMENTS Techno-Commercial BID

Sl.no	Description of the item	Qty	Unit	Quoted	Not Quoted
1	Equipment details: (Marine Purpose) Complete Shaft Alternator Assembly for Starboard side Type: LSA 52.2 VL 90 Make: Leroy Somer Power: 1875 kVA Voltage: 415V Power Factor: 0.8 Frequency: 50 Hz Speed: 1500 RPM With IRS classification certificate	01	Nos		

PleasePut√markunderQuoted/Notquoted

Note: Product catalogue to be enclosed with detailed specification.

 $\ensuremath{\text{I/We}}$  here by confirm having read and understood all the terms and conditions of the tender and  $\ensuremath{\text{I/We}}$  agree to abide by them

Place: Date: Signature of the Tenderer (With Rubber Seal)