



**Dredging Corporation of India Limited,
Southern Regional Office: Kochi**

Chackalackal Building, 57/656 (D6,D9),
2nd & 3rd Floor, K.P.VallonRoad, Kadavanthra,
Kochi-682020, Kerala

Email: rgm.kochi@dcil.co.in , pokochi@dcil.co.in

Web: www.dredge-india.com

TENDER FOR SUPPLY, MANNING & OPERATING OF ONE NO. STEEL/WOODEN/FRP MECHANIZED BOAT OF NOT LESS THAN 60HP FOR MAKING ROUTINE TRIPS TO DREDGERS/VESSELS DEPLOYED AT KOCHI AND OTHER PROJECT WORKS IN AND AROUND KOCHI FOR TWO YEARS (2024-2026) AND EXTENDABLE FOR ANOTHER YEAR (2026-27) AT THE DISCRETION OF DCI ON THE SAME RATES, TERMS & CONDITIONS

PERIOD OF CONTRACT: TWO YEARS, EXTENDABLE FOR ONE MORE YEAR ON SAME RATES, TERMS & CONDITIONS

Tender No: DCI/KOC/OPS/R.BOAT/2024-25 dated:10.05.2024

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

DCI/KOC/OPS/R.BOAT/2024-25

Date:10.05.2024

**SECTION-I
INVITATION FOR BID (IFB)**

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

Maintenance dredging at Cochin Port, SNC and Cochin Shipyard dredging are being undertaken by DCI. DCIL requires routine boat Services for our vessels at Kochi. In this regard, DCI is invites tenders for subject work. The contract period is for 02 years initially from the date of commencement of work and extendable for one (1) more year at discretion of DCI, on the same rates, terms & conditions.

Tenders are invited on two-bid systems through GeM portal from well established boat suppliers for the following service. Tenderers have to submit the offer through GeM portal <https://www.gem.gov.in> on the Tender document, uploaded in website. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrolment is free of cost and one time activity only. The complete tender document shall be available on the website of "DCI"- <https://www.dredge-india.com> and in Gem Portal <https://www.gem.gov.in> .

1	Name of Work	:	Supply, Manning & Operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms & conditions.
2	Period of Contract	:	Two years from the <i>date of commencement of work</i> (Extendable for one more year at the discretion of DCI).
3	Cost of Tender*	:	Rs.5900/-Including GST, payable by NEFT/RTGS. Tender Cost is non-refundable even if the tender is cancelled.
4	Earnest Money Deposit*	:	Rs.2,06,000/- (Rupees Two Lakh and Six Thousand only) payable by NEFT/RTGS/BG
5	Validity of the Tender	:	(90) Ninety days from the date of opening of Tender.
6	Availability of bid Document in DCIL & GeM website for downloading	:	From 10.05.2024 to 24.05.2024 upto 1500 hrs
7	Pre-Bid Queries & Clarification	:	No pre bid meeting will be held. however pre-bid queries, if any, may to be forwarded to rgm.kochi@dcil.co.in, pokochi@dcil.co.in in writing on or before 14.05.2024 (Ref: ITB Clause no.5 for details)
8	Last Date & time of submission of Bid and EMD	:	24.05.2024 upto 15:00 Hrs
9	Date and time of opening of a) Cover-A Technical bid. b) Cover-B Price bid.	:	a) 24.05.2024 at 15:30 Hrs b) Will be intimated in due course after evaluation of technical bid.
Detail of Bank account of DCIL to which bidders can pay following: 1. Cost of Tender documents, 2. EMD, 3. Performance security, 4. Or, for any other payments due to be paid to DCIL.			Name of the Company : Dredging Corporation of India Ltd., Name of the Bank : Canara bank Branch Name : Seethammadhara Branch, Visakhapatnam. IFS Code : CNRB0013583 Swift code : SYNBINBB032 Acct type : Current account Account No. : 35833070000014 GSTNo. (DCI HO) : 37AAACD6021B1ZB

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Note:

Tenderers shall send mail to treasury@dcil.co.in with cc to rgm.kochi@dcil.co.in & pokohi@dcil.co.in for obtaining confirmation from DCI for the receipt of Tender documents fees and EMD by furnishing details of firm/party, bank and UTR number etc. Scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical Folder. Physical mode of payment will not be accepted i.e. Banker cheques or Demand drafts.

*Exception under MSME towards, EMD, tender fee etc shall be considered with valid documents to the extent permitted by Government.

1. PRE QUALIFICATION CRITERIA:

Tenderer should possess the following minimum qualifying requirements:

Financial:

1. Experience of having successfully completed similar works during the last seven years, ending March 2024 should be any of the following:
 - a. **Three similar completed works each costing not less than Rs. 41.20 Lakhs. (Rupees forty one lakhs twenty thousand only)**
(OR)
 - b. **Two similar completed works each costing not less than Rs.51.50 Lakhs. (Rupees fifty one lakhs fifty thousand only)**
(OR)
 - c. **One similar completed work costing not less than Rs. 82.40 Lakhs. (Rupees Eighty two lakhs forty thousand only)**
2. **Average Annual Financial Turnover of the company for the last three years ending March 2023 shall be atleast Rs.30.90 Lakhs. (Rupees Thirty lakhs ninety thousand only)**

Note:

- i. Similar Work means tenderer should have experience in supply, manning and running of Boat services with boat capacity not less than 60HP in the last 7 years as on **March 2024**.
- ii. Copy of the work order and work completion certificate / performance certificate duly signed by employer to be submitted with technical bid (Cover –A)

Detailed and Complete Tender Document are hosted in our website www.dredge-india.com and www.gem.gov.in. Interested parties shall visit the same. Online Tenders are invited under two bid system through E-Tender from the eligible bidders as per eligibility criteria of TENDER for the subject work as per the Eligibility Criteria & Scope of Work indicated in ITB. There will be no physical/manual sale of tender document.

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

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

2) Integrity Pact (IP):

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

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DREDGING CORPORATION OF INDIA LIMITED

1) Shri P.K. Dash, Near Laharpur Dam, Bhopal-462043 Mob. 9425011441 E-mail : pkdash81@gmail.com	2) Shri Kishore Kumar Sansi, B-301, Badhwar Apartments, Sector-6, Plot No.3, Dwarka, West Delhi-110 075, Mob.: 9686009000 Email- kishoresansi@hotmail.com
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For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.

REPRESENTING MATTERS TO INDEPENDENT EXTERNAL MONITORS IN CASE OF TENDERS/CONTRACTS WHICH ARE OF Rs. 1 CRORE AND ABOVE VALUE:

Signatories to the Integrity Pact with regard to a Tender/Contract can represent a matter with regard to the Tender/Contract to the Independent External Monitors (IEMs) under the Integrity Pact Provisions. Persons signing the Integrity Pact shall not approach for Negotiation/Conciliation/Arbitration/Adjudication while representing matters to the IEMs and he/she will await their decision in the matter.

Dredging Corporation of India Ltd. reserves the right to:

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

Sd/-
Regional General Manager
Dredging Corporation of India Limited
Southern Regional Office, Kochi.

Signature of Tenderer with Seal

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Requirements for participation in e-tenders through GeM

In order to submit the online offer on the bidder should meet the following requirements:

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

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to the firms who satisfy the conditions stipulated in the bid document.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Dredging Corporation of India Limited (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 2.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI Clients in accordance with ITB Clause 39.

3. Cost of Bidding

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

B. The Bidding Documents

4. Content of Bidding Documents

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

i. Technical Bid (Cover-A)

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

ii. Financial Bid (Cover-B)

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

5. Pre-Bid Meeting & Clarification

No Pre-bid meeting will be held. Prospective bidders are requested to forward their queries by e-mail to rgm.kochi@dcil.co.in , pokochi@dcil.co.in on or before **1500 hrs on 14.05.2024**. The clarifications requested by the bidders will be suitably hosted in DCI website and GeM portal on or before **16.05.2024**. No press notification for any amendment will be issued. Prospective bidders have to visit the websites www.dredge-india.com / www.gem.gov.in before the date of submission for any corrigendum/addendum/updates, etc.

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6. Amendment of Bidding Documents

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

C. Preparation of Bids

7. Details to be Given

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

8. Language of Bid

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

9. Communication

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

10. Documents Comprising the Bid

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

The Bids shall be in Two Cover System consisting of

- 10.1. Technical Bid (Cover A); and
- 10.2. Price Bid (Cover B)

10.1 Technical Bid (Cover A)

The Cover-A-Technical Bid, contains the pre-qualification criteria and other Technical terms & conditions and other documents. The information required as per page-3 of 49 of this tender document shall be filled in the prescribed format and uploaded along with the requisite documents/ Annexure in the Technical Folder in the order stated in ITB Clause Nos.10.1.1 to 10.1.20. The documents need to be provided on the letter head of the bidder wherever asked for and signed & stamped by the authorized person of the bidder. The bidder must upload all the documents required as per the terms of Tender through GeM. Any other document uploaded which is not required as per the terms of the tender shall not be considered.

10.1.1. A Bid Form except the Price Schedule

10.1.2. A list of works bids submitted for and in hand / being executed as on the date of submission of bid with proof of documents.

10.1.3. Documentary evidence to establish that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of

- i) Audited balance sheet, Profit & Loss account statements, IT returns for the last three financial years ending with 31st March 2023
- ii) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 7 years ending March 2024. The certificate should include the following information:
 - a) Brief description of the work
 - b) Contract amount / rates.
 - c) Time limit for completion
 - d) Whether the work has been completed within the stipulated time.
 - e) Whether any liquidated damages have been levied.
 - f) Actual value of work done.
 - g) Actual period of completion.

10.1.4. Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail-idthreasury@dcil.co.in along with electronic receipt/ UTR.

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- 10.1.5. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of
- i) e-Payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in along with electronic receipt/ UTR.
 - or
 - ii) Bank Guarantee (copy to be uploaded online). **(Please refer to "note" below regarding the submission of original BG.)**
- 10.1.6. Details of boats available with the tenderer which are proposed for deployment of proposed work Annexure-XII.
- 10.1.7. Copies of original certificates of registration etc., of the Steel/Wooden/FRP Hull Boat which is proposed to be offered to DCI Ltd., including copy of the "existing insurance policy(for marine risks)"covering the said Boat, Crew and Third Party.
- 10.1.8. Copy of clear title of the ownership of the Steel/Wooden/FRP Hull Boat If the tenderer is not the owner of the Boat/Boats, necessary documents in support of the authorization or lease granted by the owner of the said Boat to the tenderer to offer and operate the mechanized Steel/Wooden/FRP hull Boat by the tenderer. This authorization or lease shall be executed on a stamp paper (Rs.200/-non- judicial) duly notarized.
- 10.1.9. Proof of regulatory Compliance for operating in waters of Cochin area of Arabian Sea or any other Rules and Regulations in force.
- 10.1.10. Copies of original document defining the constitution or legal status, Place of registration and principal place of business of the company or Partnership.
- 10.1.11. Copy of PAN Card.
- 10.1.12. Copy of GST Registration Certificate.
- 10.1.13. Bank details along with copy of cancelled cheque.
- 10.1.14. Registration with Provident Fund Authorities. If PF registration exempted, relevant exemption letter/certificate to be enclosed to Bid.
- 10.1.15. Power of Attorney on stamp paper(non-judicial) for a value of Rs. 200/-, in favor of the person authorized to sign the tender document. (If the tender document is signed by owner/proprietor of the firm, then also, he shall authorize himself for the same on stamp paper.)
- 10.1.16. Integrity pact as per format
- 10.1.17. Annexure I, V to XII (on letter head)
- 10.1.18. Check list for Technical Bid.
- 10.1.19. Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer.
- 10.1.20. Other documents prescribed in this bid document not mentioned above.

NOTE: Of the above documents Cl.No.10.1.5 (ii) (EMD ,in case of BG), ITB Cl.No.10.1.15 (Power of Attorney) & ITB Cl.No.10.1.16 (Integrity Pact) in ORIGINAL shall be forwarded so as to reach the address of Tender Inviting Authority before due date of Submission of tender without which tender may be considered irresponsive.

10.2 Price bid(cover B)

The Cover-B, Price bid, containing the Bill of Quantity (BOQ) in PDF will be available on GeM portal. This will be downloaded by the bidder and they shall quote the rates, taxes etc. for the offered item in this file. Thereafter, the bidder will upload the same file during bid submission in cover-B. The Price-bids of the bidder will have no condition and will consist of prices only. Cover -B (Price Bid) of only those tenderers, who are technically qualified, will be opened through GeM as per procedure laid down in GeM. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

10.3 Bid Form

The Bidder shall complete the Bid Form except the appropriate Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 10.1.1 of ITB.

10.4 Bid Prices

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

11. Bid Currencies

Prices shall be quoted in Indian Rupees only.

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12. Documents Establishing Bidder's Eligibility and Qualifications

Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

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

13. Period of Validity of Bids

The Tenderer shall keep open the validity of the Bid for 90 days from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request is made by DCI in writing or by mail before the expiry of the initial validity period of 90 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before the validity period, the EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.

In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 14 shall also be suitably extended.

14. Earnest Money Deposit (EMD)

14.1. Pursuant to ITB Clause 10, the Bidder shall furnish, the Earnest Money Deposit for an amount of Rs.2,06,000/- (Rupees two lakhs six thousand only) through NEFT / RTGS/ unconditional, irrevocable Bank Guarantee in favor of "Dredging Corporation of India Limited" payable at Visakhapatnam from any Scheduled or Nationalized Indian Bank. The same shall be uploaded in the Technical Bid (Cover-A). The details of payment along with electronic receipt/ UTR is to be sent by the bidder vide e-mail to DCI HO's e-mail id - 'treasury@dcil.co.in' and the confirmation mail received from treasury@dcil.co.in along with electronic receipt/ UTR are to be uploaded in Technical Bid (Cover-A).

14.2. The earnest money is required to protect DCI against the risk of Bidder's conduct which would warrant the earnest money forfeiture, pursuant to ITB Clause 14.7. No interest what-so-ever will be payable by DCI on EMD.

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

14.4. Any bid not secured in accordance with ITB Clauses 14.1 and 14.3 will be rejected by DCI as non-responsive, pursuant to ITB Clause 24.

14.5. Unsuccessful Bidders' earnest money deposit will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DCI pursuant to ITB Clause 14 without interest.

14.6. The successful Bidder's earnest money deposit will be refunded upon payment of 100% performance security by the bidder to DCI. However, at the option of successful tenderer, the Earnest money deposit paid in the form of a NEFT / RTGS can also be adjusted towards Performance Security and balance amount of 5% of contract value towards performance security has to be furnished / paid by way of NEFT/ RTGS/BG to DCI. In case EMD is paid through BG, the validity of the BG shall be suitably extended by the bidder on par with the validity of the Performance Security.

14.7. The earnest money deposit may be forfeited:

- a) if a Bidder:
 - i. withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form, (or)
 - ii. does not accept the correction of errors pursuant to ITB Clause 26; (or)
- b) in the case of a successful Bidder, if the Bidder fails:
 - i. to accept the Letter of Acceptance (LOA)/work order (or).
 - ii. to pay performance security within 07(seven) days of receipt of LoA(or)
 - iii. to submit contract agreement duly signed and stamped in the prescribed formats within 10 (Ten) days from the date of issue of letter of acceptance (or).
 - iv. to commence the work as per the Letter of Acceptance or Work Order.

Signature of Tenderer with Seal

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

15.1. The confirmation receipt of tender cost and EMD is to be obtained by the bidder from DCI HO's e-mail id: treasury@dcil.co.in by giving the reference of the tender no. and name of the party, UTR no. and after receipt of confirmation the same has to be uploaded with the tender along with electronic receipt/ UTR.

15.2. The scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical bid. In case of exemption of Tender Cost, the scanned copy of documents in support of exemption will have to be uploaded in the "Technical bid" and "EXEMPTED" should be written in the relevant column. The payment to DCI made through online mode must be received in DCI Bank Account before the last date and time of submission of bid failing which online offer will not be considered. If the net payment credited to DCI bank account, is found to be less than the stipulated Tender Cost and/or EMD as may be applicable and required amount of the TENDER, the Bid will not be accepted. Physical mode of payment i.e., Banker cheques or Demand drafts is not acceptable.

16. Format and Signing of Bid

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

D. Submission of Bids

17. Submission of Documents:

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

18. User Portal Agreement:

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

19. Upload of Scanned Documents: -

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

20. Deadline for Submission of Bids:

20.1. Bids must be submitted online before 24.05.2024 1500hrs in GeM portal only. No physical document need to be sent. Scanned copies of all the documents signed and stamped by the Tenderer on all pages to be uploaded online in GeM portal only.

20.2. In the event of the scheduled due date of opening of bids being declared as a closed holiday for the Company or a "bandh", the due date for opening of bids will be next working day.

20.3. DCIL may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of DCIL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20.4. Late Bids: Any bid not submitted before the deadline for submission will be rejected.

21. Modification and Withdrawal of Bids

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

Signature of Tenderer with Seal

E. Opening and Evaluation of Bids

22. Opening of Bids by DCI

The Technical Bids (Cover-A) will be opened on the pre-scheduled date and time of tender opening. The Technical Bids will be decrypted on-line and will be opened by the "Bid Openers" with their "Digital Signature Certificates/OTP through registered mobile/e-sign in GeM". The Bidders may view the bid opening remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the documents submitted by all technically qualified bidders.

Price-Bid (Cover-B) will be opened after evaluation of Cover –A. The Cover-B of only the technically qualified bidders shall be opened through GeM as per procedure.

The Price Bid of the technically qualified bidders will be downloaded through GeM as per the procedure. The Bidders may view the Price Bid opening online remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the Price-Bid/BOQ submitted by all shortlisted bidders.

23. Clarification of Bids

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

Shri. V. Satheesh Chander Rao
Deputy General Manger (IT),
Dredging corporation of India limited,
Dredge house, HB Colony Main Road
Visakhapatnam – 530022,
Mobile: 967611224,
e-mail: satishv@dcil.co.in

For Tender related enquiry please contact following person.

Ph: +91 484 2963032 / 2962032
Email: pokochi@dcil.co.in ,rgm.kochi@dcil.co.in

24. Preliminary Examination

24.1. DCI will examine the Technical Bids to determine whether they are complete, whether required earnest money deposit have been remitted, whether the documents have been properly signed, and whether the bids are generally in order.

24.2. The bid which meets all the bid requirements is a responsive bid.

24.3. The bid, which is prima-facie responsive but contain some minor omissions/missing points is a substantially responsive bid and shall be processed further for rectifying the minor deficiencies.

24.4. For a substantially responsive bid, DCI may waive any minor informality in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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

24.6. If a bid is not a substantially responsive or if it is a non-responsive, it will be rejected by DCI, not considered for evaluation and shall not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids:-

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

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

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

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27. Shortfall of Documents:

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

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

28. Verification: -

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

29. Prices:

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

- 29.1 Rates should be valid for entire period of contract. No enhancement will be given during the period of contract or during extended period for whatsoever reason. Rate quoted should be inclusive of all charges towards supply, manning, operating the boats in kochi waters, **all GeM related charges/costs** if any, mobilization & demobilization, labour, Fuel & lubricants as well as price escalation, insurance (covering marine risks for boats, crew and third party), repairs & maintenance, all consumables, all duties & taxes, incidental expenses viz., OT, bonus, etc., **permissions & formalities (of port, customs, CISF, etc)**, all other local costs inclusive, but excluding GST.
- 29.2 Rates are to be quoted strictly as per the format given.
- 29.3 Rates must include all taxes as applicable; except for GST which shall be payable extra as applicable, if quoted. If not quoted no GST will be paid and the rate quoted will be construed as inclusive of GST. If quoted the applicable rate of GST will be paid.
- 29.4 The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may not be considered. No deviation of the terms and conditions of the tender document is acceptable. Bids having terms and conditions which are in deviations of the tender terms are liable for rejection.
- 29.5 Information/documents are to be furnished serial wise as per the respective annexure of the Tender. If no information or document is applicable against any serial number, please mention – Not Applicable.

30. Contacting Dredging Corporation of India Ltd.(DCI)

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

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

F. Award of Contract

31. Award Criteria:

- 31.1 DCI will award the contract to the bidder who has quoted against all items of the BOQ, whose bid has been determined to be the lowest evaluated bid (overall L1), by quoting the lowest amount (exclusive of GST) for Sl. No. 10 of BOQ, including all and thus became successful Bidder. However, the bid in which any item(s) of the BOQ was not quoted, will not be evaluated. DCI reserves the right to accept or reject any bid as specified in Clause 35 of ITB.
- 31.2 Upon finalization of the bids and arriving at L1 bidder, DCIL shall issue Letter of Acceptance (LOA) to the successful bidder and contractor should execute the agreement as well as performance security.

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- 31.3 Work order shall be issued to the successful bidder upon receipt of Performance Security & signing contract agreement.
- 31.4 Separate Letter intimation for contract extension (for 3rd year) will be issued by DCI to the contractor and the contractor has to submit performance security submitted for the extended contract value. Additional contract agreement has to be executed by the contractor for the extended contract period as per GCC clause no. 3.5.
- 31.5 Work order for 3rd year contract extension will be issued upon receipt of the performance security & signing additional contract agreement/s.

32. Right to Vary Period of Contract at Time of Award:

Initially contract period is for 02 years from the date of commencement which may be extendable for a further period of one year at discretion of DCI on the same rates, terms & conditions.

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

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

33. Right to accept Any Bid and to reject any or All Bids

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

34. Notification of Award

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

35. Performance Security

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

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

Clause 03 of Special Contract Condition to Bidders (SCC) refers

37. Corrupt or Fraudulent Practices

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

- 37.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official/DCI official in the procurement process or in contract execution and
- 37.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DCI of the benefits of free and open competition;
- 37.3 DCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 37.4 DCI will declare a firm or company ineligible, to be awarded a contract by DCI, either indefinitely or for a stated period of time, if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.
- 37.5 The tenderer shall enclose a certificate that "he/she is not related to any officer of Dredging corporation of India limited or any other officer of the rank of Under Secretary or above in the Ministry of Ports, Shipping and Waterways," The tenderer shall also furnish a declaration with his tender enclosing the

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names of the relatives who are employed in DCI, if any. Refer GCC clause no.24.

37.6 The tenderer shall have to give a certificate that the tenderer has not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and has not committed any offence under the Prevention of Corruption Act in connection with the bid. Refer GCC clause no.25.

37.7 The tenderer shall give a certificate that the tenderer shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid. Refer GCC clause no.25.

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

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

39. General:

39.1 Bid Documents are not transferable.

39.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.

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

39.4 All Tender Documents shall be treated as private and confidential and must be returned back to DCI, without defacing or altering.

39.5 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.

39.6 In case of corrigendum/addendum regarding the subject tender work, DCI will publish the same only on websites www.dredge-india.com and www.gem.gov.in. Tenderers are requested to visit the websites regularly.

39.7 After award of work, all correspondences must be made with the Project In-charge, DCIL, Kochi.

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SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application & Definitions of the terms

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

- 1.1 "Corporation" means the Dredging Corporation of India Limited (DCI).
- 1.2 "MD & CEO" means the Managing Director & Chief Executive Officer of DCI.
- 1.3 "CGM" means "Chief General Manager" of DCI.
- 1.4 Bidder: Means the person or persons, firm or company who bids for the work.
- 1.5 The "Contract Value" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.6 Contract agreement: means the agreement entered into between DCI and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. Tender notice, complete tender document including corrigendum and addendum, LOA, work order, agreement, correspondence exchanged before the issue of work order by which the Conditions of Contract are amended, varied or modified in any way by mutual consent will form part of the Contract.
- 1.7 "Contractor" means the person or persons, firm or company whose tender/offer has been accepted by the DCI and includes the Contractor Representatives, heirs, successors and assigns, if any permitted by the DCI, and also fulfilled contractual obligations viz., executing Agreement, etc.
- 1.8 "RGM" means Regional General Manager of DCIL, Southern Regional Office, Kochi, the representative appointed by DCI from time to time for execution of work.
- 1.9 "CPM" means Chief Project Manager of DCIL, Southern Regional Office, Kochi, the representative appointed by DCI from time to time for execution of work.
- 1.10 Project In-Charge/Project Manager: the representative appointed by DCI from time to time for execution of project work.
- 1.11 "SRO" means Southern Regional Office, Kochi
- 1.12 Singular includes plural and vice-verse and masculine includes feminine and vice-verse where the context so requires.
- 1.13 "Work" means the Work to be executed in accordance with the Contract and includes authorized
- 1.14 "Extra Works" and "Excess Works" and "Temporary Works".
- 1.15 "Specifications" means the relevant and appropriate Bureau of Indian Standard Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.16 "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution. Completion or maintenance of the works or temporary works and includes (without thereby limiting the Foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.
- 1.17 "Site" means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the DCI for the purpose of the Contract.
- 1.18 "GCC" mean the General Conditions of Contract contained in this section.
- 1.19 "SCC" mean the Special Conditions of Contract.
- 1.20 "Month" means the English calendar month
- 1.21 "Day" mean calendar day.
- 1.22 "The Services" means all of the services which the Contractor is required to supply to the DCI under the Contract.

2. Standards

- 2.1 The services provided under this contract shall conform to the Standards applicable to the services to be rendered as per the scope of work.
- 2.2 RGM (or CPM, in case of non-availability of RGM), DCIL SRO, Kochi shall be the final judge of the quality of work and the specifications of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the competent authority and / or its representative shall not manifest a change or intent of wavier, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specifications therein.
- 2.3 The Competent Authority has the right to prohibit the use of men/women and any tools, materials or equipment which in his opinion do not produce work or performance meeting the requirement of the contract document.

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

- 3.1 Within 07 (Seven) days from the date of LoA from the DCI, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to furnish performance security within 07 days from the date of issue of LoA issued shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.
- 3.2 The proceeds of the Performance Security shall be payable to the DCIL as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 3.3 A sum equal to 5% of the "contract value for 2 years as indicated in LoA shall be deposited by the contractor by e-payment or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favor of Dredging Corporation of India Limited payable at Visakhapatnam as per Proforma at Annexure-II enclosed. Bank Guarantee shall remain valid for a period of three months beyond the original or extended contract period as applicable from the date of the award of contract and shall be renewed for a further period, if required so. In case if any increase in value of the contract during the currency of contract, additional bank guarantee for the same shall be submitted by the party.
- 3.4 At the option of contractor, EMD can be converted as part of Performance Security and balance performance security shall be submitted in the form of BG/e- payment to DCIL, as per account details given.
- 3.5 In case the contract is further extended by giving additional quantity, sum equal to 5% of the contract value for the extended period of contract shall be deposited within 05 days after receiving a intimation of extension of contract from DCIL. Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by Regional General Manager.
- 3.6 In case of extension of the contract for another one year, a sum equal to 5% of the additional contract value for the extended period of contract shall be deposited within 05 days after receiving an intimation of extension of contract from DCIL. The submission of performance security shall be as per GCC Clause no. 3.3. The performance security for the 02 (two) year contract submitted by the contract initially (by way of e-payment or BG) shall be returned to the contractor, only upon completion of the extended contract period (Ref: GCC Clause no. 3.8) and accordingly, the validity of the performance security shall be kept valid / extended for 03 (three) months beyond the 3rd year extension contract period
- 3.7 Before releasing the performance security, after the work is completed, the contractor is required to submit a "No dues and no claims" Certificate / letter to DCI and the contractor shall not be entitled to invoke arbitration in respect of any claim that is not raised before the issue of a No dues and no claims certificate.
- 3.8 Subject to Clause 3.5 the performance security will be discharged by DCIL and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

4. Security Deposit:

- 4.1 Security deposit of 5% of admissible bill value shall be deducted from each running account bill.
- 4.2 Security Deposit will not carry any interest. On successful completion of contract, the Security Deposit will be refunded to the contractor upon submission of "No dues and No claims" certification letter.
- 4.3 DCI shall be at liberty to deduct from the Security Deposit/ Performance Security Deposit such sums as are due and payable by the successful tenderer to the company as may be determined in terms of the contract, and the amount shall be appropriated from the Security Deposit/Performance Security Deposit accordingly.
- 4.4 The security deposit will be discharged by DCIL and returned to the Contractor not later than Sixty (60) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

5. The Contract & General Obligations of Contractor

5.1 Contractor Cannot Sub-let the Work

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

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

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5.2 Contractor is Responsible for all Damages to Other Vehicles/Structures/ Personsetc, Caused by him in Executing the Work.

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

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

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

- i) Pollution of waterway and damage caused to jetty, other boat, other structures related to port or its waterway
- ii) Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- iii) Un-authorized obstruction or nuisance caused by the Contractor in respect of Public or Private Road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the DCI or any other person.
- iv) Damage / injury caused to any structure/ person on account of the movement of Contractor's boats, plants and materials in connection with the work.
- v) The Contractor has to follow all safety regulations while fly /driving/maintaining the Boat/materials / equipment required for repairs/maintenance if any or any other service.
- vi) By submission of online tender by the tenderer DCI shall be deemed to have been indemnified and kept indemnified by the tenderer against all claims for loss, damage injury caused by the tender/contractor or as a result of any act or omission by the Contractor in connection with an in the course of execution of the contract work.

5.4 Bidder not to publish Photograph Particulars of Work

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

6. Insurance

- 6.1 Insurance of deployed Boats and men is completely Contractor's responsibility.
- 6.2 The contractor shall without limiting his or DCI obligations and responsibilities insure in the joint names of the contractor and DCI against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance).
- 6.3 The Contractor shall have insurance against liabilities for death of or injury to any person or loss of or damage to any property arising out of the performance of the contract (Third Party Insurance)
- 6.4 The Contractor shall have insurance against any liability in respect of any damages or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor (Insurance against Accident to Workmen).
- 6.5 The boat shall have required number of safety equipments viz., LSA/FFA, walkie-talkies/mobile phones/VHF, etc. The Boats along with crew shall be insured for any mishaps.
- 6.6 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been effected.
- 6.7 The contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurance at all times.

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- 6.8 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which may become due to the contractor from the current contract or any other contract and recover the same as a debt due from the contractor
- 6.9 In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure. DCI shall be deemed to have been indemnified and kept indemnified by the contractor against all losses and claims in this regard from the date of such default/failure.
- 7. Payment:**
- 7.1 The Contractor's request(s) for payment shall be made to the Project In-charge, DCI, SRO, Kochi in writing and online after raising invoices in GeM, accompanied by an invoice of GeM describing "The GeM Contract Number & Sanction Order No, LOA or Work Order reference", as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 7.2 The Bill for Services rendered/ payment will be on monthly basis upon prompt submission of GeM invoices timely and with all the necessary supporting documents. Delayed invoices and the invoices submitted without necessary supporting documents shall not be considered and be returned back to the contractor. The contractor is to be abided by the GeM requirements from time to time in all respects including invoices/ payments etc in GeM portal. While generating invoice in GeM portal, the seller (i.e., the Contractor) must upload scanned copy of his invoice, log book/ trip sheets & other supported documents) and submit the copy of the generated invoice with the original invoice (as stated in SI.No.7.1 above) for payment purpose to the buyer.
- 7.3 Monthly bills to be submitted to DCI on or before 7th of every month along with all supporting documents in original (i.e., original logbooks duly certified by DCI DR-Master and one copy of the above without fail after paying the wages and all the statutory payments. Invoices of more than one month will not be accepted by DCIL. Invoices cannot be processed on the photo copy of the documents. Contractor shall prepare monthly bills with a consolidated statement of boat trips made in the particular month with "Original Logbooks / log sheets duly certified by Master of the concerned vessel (for boat services at BOQ Sl. No. 1 to 4) / DCI Official & counter-signed by Project In-charge (for boat services at BOQ Sl. No. 5 to 7).
- 7.4 The log book/log sheet is to be maintained by the contractor on daily basis for the each trip of routine service to the dredger or any activity for which the boat is utilized (other than routine trips to dredger, etc.) to dredger, etc. shall be recorded and duly signed and certified by the Master of the concerned vessel (for boat services at BOQ Sl. No. 1 to 4) / DCI Official & counter-signed by Project In-charge (for boat services at BOQ Sl. No. 5 to 7) and must be submitted along with the Bill for the purpose of payment of services provided and must be submitted in original along with the monthly invoice.
- 7.5 No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 7.6 The payment will be made only for services provided as per Price Bid/ Negotiated Rates. Payment shall be made within 45 (forty-five) days of submission of an invoice/claim by the Contractor complete in all respects, provided that bill/Invoice submitted by the Contractor are complete in all respect and free from defect/disputed. For Bills/Invoices which are in-complete/ defective/ disputed or in respect of which any clarification is sought by DCI, the above period will be reckoned only after rectification/sorting out of the defects /dispute /furnishing clarification by the Contractor to the satisfaction of DCI. DCI will not be liable for delayed payments, if any, for any reasons whatsoever.
- 7.7 Payment shall be made through RTGS / NEFT from Head Office, Visakhapatnam to the bank account, as provided by the bidder in the tender. However, no interest will be paid for any delay in releasing of payment. DCI will not be responsible for non-receipt of payment due to incorrect bank account details provided by the tenderer in tender nor any delay for reasons beyond our control.
- 7.8 No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 7.9 GST will be paid / reimbursed at actual, subject to actual payment made by the party to the Government authorities. GSTR1 for each bill should be filed on a monthly basis and when the same will appear in our GSTR2A portal, payment against the invoice shall be released.
- 7.10 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill failing which 25.16 % (Note: inspection charges will be as per government prescribed rates from time to time) will be deducted from wage slip as per Clause No.22 of GCC.
- 7.11 Whenever any payment is made by DCI, the contractor will receive a system generated message from DCI by

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email to the contractor's registered email-ID (as provided by the contractor in "Vendor registration form"), giving payment details made to the contractor viz., name of the contractor, date of payment, bill details, bill amount, admissible bill amount, recoveries/deductions (performance security, SD, IT, TDS, etc), GST amounts, etc., and contractor can check their bank-accounts for the amount received & reconcile with the system-generated email/statements. However, non-receipt of the bill payment details to the contractor from DCI due to incorrect email-ID, change in email-ID, system-related (hardware/software) error/issues, etc from DCI side or for any other reasons, DCI shall not be liable for any responsibility."

8. Prices:

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

9. Penalty

Penalty will be imposed on the Contractor as per following:

- i) In case of any damages caused to DCI property due to contractor's negligence during the contract period, the same will be assessed by DCI, and cost of the repair or maintenance cost etc. will be deducted from the contractor's bills.
- ii) In all the above, decision of DCI will be final and binding on the contractor.

10. Contract Agreement:

Within 10 (Ten) days from the date of issue of Letter of Acceptance, the Contractor shall, at his own expense, enter into and execute a Contract Agreement (in two sets) on non-judicial Rs.200/- stamp paper to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here in before, shall collectively be the Contract. Failure of the successful Bidder to execute contract agreement shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.Pursuant to ITB Clause no. 31.4, additional contract agreement to be executed by the contractor for the extended contract period within 7-days of intimation of contract extension from DCI.

10.1 Interpretation of Contract Document

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

10.2 Contract Amendments

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

11. Force Majeure

- 11.1 Notwithstanding the provisions of GCC Clauses 13 and 14, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. In case of Force majeure, extension of time shall be granted for the approved Force Majeure" period
- 11.2 For purposes of this Clause, "ForceMajeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, etc.,
- 11.3 If a Force Majeure situation arises, the Contractor shall promptly notify DCI in writing, of the beginning and cessation of the above circumstances (and causes thereof) immediately, but in any case not later than 03(Three) days from the beginning of such circumstances. Unless otherwise directed by DCI in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 11.4 The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify, in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than three days from the beginning of such circumstances.

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12. Delays in the Bidder's Performance

- 12.1 The performance of Services shall be made by the Bidder in accordance with the time schedule allowed by DCI. The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by DCI.
- 12.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) encounters conditions impeding timely performance of Services, the Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 12.3 Except as provided under GCC Clause 12, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 13, unless an extension of time is agreed upon pursuant to GCC Clause 12.2 without the application of liquidated damages.

13. Liquidated Damages (LD):

Liquidated damages (LD) @ 1% per week or pro-rata basis, up to a maximum of 10% of the total contract value, shall be levied on the Contractor by DCI if the contractor fails to commence the subject work / non-supply of Manning and running of one no. Steel/FRP/wooden hull mechanized boat in specified time/fails to provide services as per contract. Once the LD reaches 10% of the total contract value, DCIL shall terminate the Contract pursuant to GCC Clause 14, apart from invoking other rights and remedies as available to DCI as per the contract.

14. Termination for Default

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

- i) If the Contractor fails to provide the service for 03 days continuously during the contract period or within any extension thereof granted by DCI
- ii) If the Contractor fails to perform any other obligation(s) under the Contract.
- iii) If the Contractor, in the judgment of DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv) In the event DCI terminates the Contract in whole or in part, DCI may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

15. Termination for Insolvency

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

16. Termination for Convenience

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

17. Settlement of Disputes/Arbitration clause

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

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- b. Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole Arbitrator, as per the provisions of the Arbitration and Conciliation Act 1996 and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996.
- c. The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof. The seat/venue of the Arbitration shall be Visakhapatnam and language shall be English and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.
- d. The Sole Arbitrator is prohibited from awarding any interest for the pre-reference and pendente lite

18. Applicable Law

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

19. Compliance with Statutory Requirements:

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

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

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

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

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20. Taxes and Duties

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

21. Income Tax Deduction:

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

22. Provident Fund Contributions:

The bidder shall possess an independent PF Code number obtained from the concerned PF Commissioner and submit the photocopy of the same along with the tender. If the same is not submitted with the tender the bidder shall obtain the same and produce to DCI before the issue of the LoA.

A Certificate from the Regional Provident Fund Commissioner (RPFC) shall be furnished by the contractor stating that PF has been deducted from the employees and remitted to the concerned RPF Commissioner along with PF Number before releasing any payment to the Contractor.

If the contractor fails to adhere to this condition, DCI shall deduct 25.16%, namely,

- Contribution of the worker - 12%,
- Matching contribution of the Employer - 12%,
- Inspection charges payable to RPFC - 1.16%*

Of labour component value from the bill and remit the amount to Provident Fund Authorities concerned. However, the percentage of recovery will be as per as per GOI rules/prescribed rates as applicable from time to time. The contractor shall submit the Aadhaar card in dd/mm/yyyy format bank account numbers of the Boat staff, and if the Boat staff engaged are having the UAN, that may be made available to DCIL for remitting the 25.16% deducted from the bills online.

23. Breach of Contract:

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

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

24. Information about Employment of Relatives:

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

25. Undertaking that bidder has not indulged in corruption:

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

26. Information about Litigation:

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

27. Vendor registration form:

The bidder shall fill the details in the Vendor Registration Form in the prescribed format (Annexure-VIII) and up load relevant documents viz., PAN, GST no. Bank account no. etc., for vendor registration form.

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28. Notices:

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

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

29. Debarring or Black listing:

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

30. Notice to Contractor:

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

31. Health and sanitation:

The contractor shall comply with all statutory requirements in respect of the health and sanitation of his employees. All Boat staff shall be having 2 doses of Covid-19 vaccination and Vaccination certificate shall be produced at the time of demand. Contractor shall ensure additional Booster doses as may be prescribed by the Govt from time to time to be taken by the Boat staff.

32. Recoveries:

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

33. Limitation of Liability

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

34. Governing Language

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

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

36. Backing Out from contract:

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

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

37. Fore-closure of the contract:

If at any time after award of the contract, DCI for any reason whatsoever does not require the whole or any part of the work to be carried out, DCI shall give 07 (seven) calendar days notice in writing (email/letter/any other written mode) to that effect to the contractor. The contractor shall not have any claim for compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such work. The contractor shall be paid at contract rate for the works executed charges.

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38. Inspection of bidder's offered boat in Technical Bid:

After opening of technical bids, at the instructions of DCI and as a part of technical evaluation, the bidders shall arrange to keep the offered boat (s) (as per ANNEXURE-XII) ready in all respects & available for inspection by DCI nominated inspection committee, within 05 days from the date of receipt of intimation from DCI. All statutory valid certificates in ORIGINAL such as boat registration certificate, plying license, Insurance, crew competency and certificates of boat, Ownership document of the boat, hire/lease agreement, LSA/FFA, etc., should be held on board the routine boat and to be shown to the committee on demand, for verification.

The bidder shall arrange for inspection and trial run of the boat along with relevant documents for the committee or the nominated representative (s) of DCI at his own cost and all other related expenses, port permissions, etc., are to be borne by the bidder. The decision of Regional General Manager/Chief Project Manager, Kochi regarding the suitability of the boat will be final and binding on both parties. "If the offered boat(s) are found unsuitable for the DCI intended work/service by the nominated DCI inspection committee as per the committee's inspection report, technical bid will be rejected & the bidder will be technically disqualified."

39. Death of Contractor:

Contractor's heirs/representatives shall not have the right to continue to perform the duties or engagements of the contractor or under the contract in case of his death without the consent in writing of the Competent Authority of DCIL. In the event of the contractor, with such consent aforesaid, transferring his business and in the event of the contractor being accompany and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the contractor under this contract and be subject to his liabilities there under. Proof of death and other relevant documents to this effect shall be submitted to the RGM/CPM DCIL SRO, Kochi in writing. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, Competent Authority RGM/CPM, SRO, Kochi shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

40. Integrity pact.

The Integrity Pact has been included to this subject Tender and to be submitted to be signed & stamped on **Rs. 200/- non-judicial stamp paper in 02 (two) sets (in originals) as per the Annexure-XIII**, on or before the due date of tender. This Integrity Pact will form part of the Tender Document.

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SECTION-IV
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1. SCOPE OF WORK

- 1.1 Dredging Corporation of India Ltd., (DCI) having its Head Office at Visakhapatnam is carrying out Maintenance dredging work at Cochin Port Authority, Cochin Shipyard & Southern Naval Command. In this regard, DCI requires "Supply, manning & operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms & conditions" from competent, experienced & resourceful bidders.
- 1.2 The Mechanized boat not less than 60 HP having an average speed of 8 knots is required on hire basis for project use at Kochi. The Boat is required mainly for making routine trips for transportation of men and material from shore to dredgers/Survey Launch/jetty specified by Project Manager/official nominated by Project Manager Kochi. The boat should be standby at the designated jetty/anchorage/shore site round the clock throughout the contract period. The boat shall be utilized for carrying men, workshop personnel, ship crew, port user/ authorities, MMD/IRS/KIV Surveyors, DCI officials and materials like steel plates, pipes , ships provision, tools and tackles of workshop, defective and repaired machines/equipment, spares and stores received from our suppliers/ central stores complex/other project offices gas cylinder etc.. Mechanized boat of not less than 200HP (twin screw) will be required for carrying heavy spares weighing upto 2 - 5 tons approx viz., dredge pump impeller, turning gland, CPP parts, pump shafts, hydraulic valves & cylinders, suction rubber bellows, generator/motors, etc .
- 1.3 Mechanized boat of not less than 200HP (twin screw) will be required for doing outer anchorage trips, hydrographic surveys at outer channel/outer anchorage/dumping ground, etc.
- 1.4 Mechanized boat of suitable capacity will also be required for towing of our survey launches or any floating craft or floating pipeline, etc as and when required by DCI.
- 1.5 The period of contract is for 02 (two) years and extendable for another 01(one) year at discretion of DCI in the same manner required for total 03 (three) years.
 - i) The wooden /steel /FRP Hull mechanized boat shall having following amenities/arrangements/provisions to utilize for project works.
 - ii) The offered boats should be capable to ply in all sea and weather conditions of all the seasons. The boat for the above purpose shall be deployed to carry out DCI intended works at Kochi Port waters throughout the contract period including extension period if any.
 - iii) The boat should be maintained in hygienic condition and Sanitizers, drinking water, FIRST AID kit should be available on boat throughout the contract period.
 - iv) The Horse Power should not be less than 60 HP with a minimum speed of 8 knots and draft should not be more than 1.50 meter.
 - v) Ample space for seating with hygienic condition.
 - vi) The Boat must have good seating arrangements for not less than 15 persons either in a separate cabin or space or canopy should be provided for protection of men and materials from rain/sun.
 - vii) Communication system, statutory requirements such Life Saving Appliances, Fire Fighting Appliances and experienced helmsman as per relevant rules.
 - viii) Good maneuverability and Ample space for transporting of men, material, stores, spares, etc.
 - ix) Suitable arrangements for towing such as Bollards sides (PORT and STBD) on aft & forward and should be capable of pull / push / shift DCI survey launch or any other floating craft or vessel or floating pipe line, etcwhenever required.

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- x) At least two DC power points of 24 Volts and AC power 230 Volts each should be available in the wheel house for connecting hydro graphic survey equipment to use the boat for surveys.
 - xi) Necessary alterations for fixing of Survey equipment will be on account of contractor, if required by DCI. Offered boat for hydrographic survey should have speed not less than 8 Knots with sufficient control of maneuverability at low speed (1-2 knots) and draft not more than 1.5 m
 - xii) The crew provided for manning the Boat should be proficient in Hindi/English and must obey DCI instruction received and should not be argumentative in nature causing delay in work.
 - xiii) Copies of Original Certificates such as Insurance of Boat & Machinery, (Form I -Book of Registry), (Form-II -Certificate of Registration of Boat) (Form-III Boat License) issued by KIV and Form A – Plying Permission issued by DC, Cochin Port Authority should remain valid throughout the entire period of contract & extended period if any.
 - xiv) The Boat should be of sufficient length & width and robust in construction and should withstand sea rolling, swell and wave condition at open sea during all season.
 - xv) Boat should have minimum carrying capacity of 2(Two) Ton from shore to vessel or vessel to shore as and when required along with routine trips.
 - xvi) The Boat should be adequately lit as per port rules/ Concern Authority norms and regulations and Navigation Lights must work properly.
 - xvii) Good communication system should be available onboard.
 - xviii) The contractor has to maintain logbook/daily trip sheet and the same has to be certified by Master of the concerned vessel (for boat services at BOQ Sl. No. 1 to 4) / DCI Official & counter-signed by Project In-charge (for boat services at BOQ Sl. No. 5 to 7). GCC Clause no. 7.3, 7.4 refers.
 - xix) Whenever any mails/spares/stores etc., sent by vessels through routine boat the same should be detailed in a separate register with signature of sender and receiver should also sign on the register.
 - xx) Sufficient rubber fenders, all around the boat should be available provided all the times, so as to avoid any damage to our dredgers /port property etc
 - xxi) Contractor should offer alternate boat for inspection in addition to boat intended for routine works.
 - xxii) Separate boat with required capacity should be provided for diving/outer channel trips/ conducting hydrographic survey/ towing etc
 - xxiii) The Crew members employed by the Tenderer should also have valid certificate / license as required by Cochin Port / relevant Authorities.
- 1.6 The Boat shall be used on daily basis (24Hrs) as per the requirement of Master of the dredger / Project Manager / DCI representative. However, the actual requirement may vary depending upon the actual operational requirements of the DCI dredgers,
- 1.7 The Tenderer shall be deemed to have inspected the boat deployed and acquainted himself with the scope of work, sea and weather conditions and other local conditions affecting the supply, manning & operating of boat before submission of Tender. Claim made on account of any variation in conditions and insufficiency of the above data shall not be entertained.
- 1.8 Contractor shall be responsible for timely supply of boat without any interruption to the routine trip to DCI Dredger, diving, Survey works and other project works on as and when required basis.
- 1.9 During the breakdown of the boat, a substitute boat of capacity equivalent or more meeting tender specifications shall be arranged at his own cost and shall ensure that there is no interruption in supply of boat. If the breakdown is short period, in such cases breakdown period shall be deducted on pro rata basis for non-availability of boat(s).
- 1.10 In case the Tenderer fails to supply a substitute boat, the Corporation without prejudice to rights and other remedies available under the contract reserves the right to get the boat supplied through other Agencies at the risk and cost of the contractor and to deduct the difference in sums from the contractor from his bills or from any amounts due to the contractor. In the event of any dispute arising in this regard, the decision of the RGM/CPM,SRO, Kochi shall be final and binding on both the parties.

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DREDGING CORPORATION OF INDIA LIMITED

- 1.11 In case of curtailment of the contract period, the contractor shall be informed of the same in advance by serving 3 days' notice of termination. In either case the contractor shall not have any additional claim whatsoever. Contract shall be terminated by giving 3 days notice by DCIL, if the services of the contractor are found to be inadequate or unsatisfactory or in violation of the terms/conditions of the contract, without prejudice to its rights and remedies.
- 1.12 In the event of temporary suspension due to discontinue of the project work/ during major break down of DCI dredger / local problems etc. , the contract shall be suspended temporarily by giving 3 days' notice to the contractor and 3 days' notice for resuming the work.
- 1.13 In case of failure to arrange substitute boat or due to poor performance / frequent break downs, the corporation will have the right to terminate the contract and take suitable remedial measures at the risk and cost of the contractor and EMD, Performance Security as well as SD will be forfeited.
- 1.14 In case of requirement of additional boats if any, the contractor shall arrange the additional boat with the same tender specifications at agreed rates, terms and conditions of existing contract within one day from date of receipt of instruction /notice from DCI by email/phone.
- 1.15 The contractor should make his own arrangement at his cost for suitable berth for his Boat during working/non-working time, repairs and maintenance, breakdown and any other purpose when the same is not engaged. Jetty charges if any should be borne by the contractor.
- 1.16 DCI will not be responsible for any type of CISF and PORT/ADMINISTRATIVE AUTHORITY problem related to the Boat/Boat operation.
- 1.17 Placing and tie-up/securing of proposed Boat is fully bidder's responsibility. All the permission and other formalities will be taken by the bidders. For the same DCI will not pay any other extra payment.
- 1.18 With regard to extended period, a work extension order will be issued with a notice period of (07) seven days.
- 1.19 The original contract / extended contract can be curtailed at any stage as per the discretion of DCI and in this regard a notice period 7 days will be given.
- 1.20 The rates quoted should be inclusive of cost of fuel and lubricants, assisting accessories, wages, repairs, servicing, labour, maintenance, Port passes, port entry/exit permissions, Helmsman, operators, excluding GST. No escalation shall be payable due to hike in cost of fuel, engine oil, labour, material etc. The rates quoted/agreed shall be firm throughout the contract period including extension period and no enhancement on rates shall be entertained due to any reason.
- 1.21 The helmsman and crew member, operators employed by the contractor should also have valid certificate / license as required by Cochin Port/ DCI Ltd.
- 1.22 The crew provided for manning the boat should be qualified, experienced and competent to operate the boat.
- 1.23 The Boat must fulfill all the necessary oil Pollution prevention regulations in force.
- 1.24 All statutory Taxes, duties (Central/State)except GST in respect of this contract will be deemed to be inclusive in the quoted rate and the same will be payable by the contractor and DCI will not entertain any claim whatsoever in this respect.
- 1.25 The wages, overtime, bonus, for his employees shall be paid by the Contractor and the rates quoted are deemed to have included the same.
- 1.26 The contractor and his employees should strictly follow precautionary measures for "COVID- 19"and shall comply central /state rules & regulations pertaining to "COVID-19" or any other epidemic/pandemic.
- 1.27 If the performance is not satisfactory, the Contractor will be notified in writing of the poor performance to correct it or to and in case the Contractor fails to improve the performance of the services, the DCI reserves the right to cancel the contract immediately after expiry of notice period and the Performance Security & Security Deposit may be forfeited.
- 1.28 In the event of early completion, temporary suspension of dredging/Project works/or closure of Kochi Project Office, the services shall be suspended/ re-commenced by giving 3 (three)days' notice to the Contractor.
- 1.29 If any new taxes and/or increase in existing taxes and duties are imposed subsequently by Central/State Government which will be applicable to this contract. The same shall be payable by DCI to the Contractor.

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- 1.30 If any sum recoverable from the contractor, the same shall be recovered from the sum due to the contractor against any current bill of the contractor and/ or from his Security Deposit/ or from any sums payable from other contracts with Corporation and shall be paid on demand as debt due to the Corporation.
- 1.31 The rate quoted vide schedule of the tender by the Tenderer is subject to conditions mentioned in general conditions, special conditions. Memorandum, Notice Inviting Tenders and other details enclosed in the tender documents.
- 1.32 Prior to commencement of work, contractor has to submit authorization for his persons for signing of bills/invoices, correspondences, letters, etc.,
- 1.33 The contractor and his employees should strictly follow precautionary measures for "COVID- 19" and shall comply central/state rules & regulations pertaining to "COVID-19" or any other epidemic/pandemic.
- 1.34 If the performance is not satisfactory, the Contractor will be notified in writing of the poor performance to correct/improve it and in case the Contractor fails to correct/improve the performance of the services, the DCI reserves the right to cancel the contract immediately after expiry of notice period and the Performance Security & Security Deposit may be forfeited.
- 1.35 This quantity mentioned is only indicative does not form any basis of dispute. DCI will not entertain any queries in this regard. The above scope of documentation work mentioned is illustrative and not exhaustive. The actual work shall include all necessary work associated as per the requirement. The tenderers should note that the quantity of Boats to be handled as given above is only indicative. DCI gives no guarantee about the definite volume of work to be entrusted with the contractor at any time or even throughout the tenure of the contract.
- 1.36 In case number of trips per day of 24 hours is less than 5 trips (Sl. No. 1.1 of BOQ), the shortfall trips will be adjusted with additional trip made during that month and payment will be restricted accordingly on pro-rata basis. However, retention charge will be paid whenever there is no trip in a day and additional trips will not be adjusted with those days,
- 1.37 DCI reserves the right to operate all or any of the below BOQ items, as per DCI requirement.
- 1.38 The quantity against each BOQ item is for 02-years period which can increase or decrease as per DCI's requirement. There is no guarantee of minimum quantity or estimated quantity as per BOQ and any kind of compensation for any decrease or increase in quantity will NOT be entertained nor payable for the contract period as well as extended contract period

2. Contract Period:

The initial contract is for 02 years from the date of commencement of work which may be extendable for a further period of one year at discretion of DCI as per same rate, terms and conditions. The contract will also be terminated, if found unsatisfactory by serving notice.

3. Failure of the Contractor (Risk & Cost) (Pursuant to ITB clause No.38)

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

4. Mobilization and demobilization:

- 4.1 Boat/s should be mobilized along with all valid certificates, plying licenses, insurance cover (for all marine risks) for boat, crew and third party as required, at Kochi port within 07 (seven)days (for mobilization of boat/s within Kerala to Kochi port) or within 14 (Fourteen) days (for mobilization of boat/s from outside Kerala to Kochi port) from the date of receipt of LoA and work to be commenced immediately as per SCC Clause no. 5 (Commencement of Work). In case of any delay beyond the above stipulated days, LD as per GCC Clause No. 13 will be applicable.

Signature of Tenderer with Seal

4.2 Boat/s to be demobilized by the contractor from site within 1-day from the date of issuance of notice (by email/letter) of termination/fore-closure from DCI. No separate charges for mobilization & demobilization will be paid during the entire contract including extension period.

5. Commencement of work:

Work to be commenced within 07(seven) days (for boat/s mobilized from within Kerala to Kochi port) or 14 (fourteen) days (for boat/s mobilized from outside Kerala to Kochi port) from the date of issuance of LoA by DCI. The boat/s will be inspected whether the same are in line & satisfying/complying with the tender-requirements, certificates & documents would be verified by DCI officials and after satisfactory report, the boat/s would be accepted for engagement for the required services. The date of commencement of work will be considered from the date of engagement of the boat or as per the date decided/fixed by DCI. For any delay in commencement of work, LD will be applicable as per GCC clause no. 13.

6. Port passes/permissions, berth charges, port dues, etc:

The contractor shall obtain all gate passes/permissions for their boats, personnel etc. directly from the concerned authorities. All Port dues including Pilot age, Tug, Berth hire charges, water, fuel & other consumables, etc., shall be to the account of the contractor.

7. Sunken Equipment:

If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately be reported by the Contractor to the Competent Authority and Contractor shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as port/ DCI may direct.

The fact that the sunken equipment, material or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this clause to raise and remove the same.

Until such sunken equipment, material or things have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as may be required by the Competent Authority/ Cochin port/ DCI.

In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, Cochin port/DCI may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the port/DCI to hold the Contractor liable and all expenses and consequences thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the port/DCI or may be deducted by the port/ DCI from any money due or which may become due to the Contractor.

Signature of Tenderer with Seal

SECTION – V

PRESCRIBED FORMATS

Notes:

- i) The Bidder shall complete and submit the Bid Form with its technical bid (cover-A)
- ii) The Price Schedules shall be submitted only along with the Price Bid (Cover-B).
- iii) The Contract Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections, acceptable deviations etc.
- iv) The Performance Security form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.
- v) The Qualification Requirements form should specify, for example, requirement for a minimum level of experience in providing services in a similar type of activity for which the Invitation for Bids is issued.
- vi) The Details of the Routine Boat(s) proposed for Hire duly filled-in, should be submitted along with the Technical Bid.
- vii) Annexures I, V to XII (on letterhead)
- viii) Integrity Pact as per ANNEXURE-XIII

Signature of Tenderer with Seal

BID FORM

Date: _____

To

The Regional General Manager,
Dredging Corporation of India Limited,
Southern Regional Office: Kochi,
Chackalackal Building, 57/656 (D6,D9),
2nd & 3rd Floor, K.P. Vallon Road, Kadavanthra,
Kochi-682020, Kerala.

Dear Sir,

Sub: Supply, manning & operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms & conditions. -reg.

Ref: Tender No. DCI/KOC/OPS/R.BOAT/2024-25 dated:10.05.2024

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

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

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

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

Dated this _____ day of _____ 2024.

[Signature]

_____ [In the capacity of] _____

Duly authorized to sign Bid for and on behalf of

Signature of Tenderer with Seal

**FORM OF BANK GUARANTEE
(IN LIEU OF PERFORMANCE SECURITY)**

Bank Guarantee No.:

Date:

To
The Dredging Corporation of India Limited,
H.B Colony Main Road,
Seethammadhara
Visakhapatnam-530022.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at CoreNo.-2,First Floor, SCOPEMINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the "DCI") having agreed to exempt M/s _____ having its Registered Office at _____ (herein after called the said "CONTRACTOR" from the demand under the terms and conditions of an Agreement/Contract/LOA/Work Order dated _____ made between DCI and Contractor for "Supply, manning & operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms & conditions".-(here in after called the said "Agreement"), of performance Security for the due fulfilment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rupees _____ Only),

1. We,(Name of the bank) here in after referred to as "the Bank" at the request of M/s. _____ Contractor) do here by undertake to pay to the DCI an amount not exceeding Rs. (Rupees _____ Only) against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of by said Contractor of any of the terms and conditions contained in the said Agreement.
2. We,(Name of the bank)do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the DCI without reference to the Contractor and such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.(Rupees _____ Only)
3. We,(Name of the bank)undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor or any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this bank guarantee being absolute and unequivocal. The payment so made by us under this bank guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We,(Name of the bank)further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on or before _____, we shall be discharged from all liability under this guarantee thereafter.

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED

5. We,(*Name of the bank*) further agree that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers 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,(*Name of the bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of DCI in writing.
8. This guarantee will remain in force until _____. All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs._(Rupees_____Only).
9. Notwithstanding anything contained herein:
 - 9.1 Our liability under this bank guarantee shall not exceed Rs.....(*RupeesOnly*).
 - 9.2 This bank guarantee is valid up to _____ (*date in dd-mm-yyyy*).
 - 9.3 We,(*name of the bank*) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only, if you serve upon us a written claim or demand within 12 months from date of expiry of Guarantee i.e. on or before _____ (*date in dd-mm-yyyy*), irrespective of whether or not the original guarantee returned to us.

Dated _____ day of 2024
For _____
(*Name of the bank with address*)

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-III

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date :

To
M/s. Dredging Corporation of India Limited,
H.B Colony Main Road,
Seethammadhara
Visakhapatnam-530022

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

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

THE CONDITIONS of this obligation are:

- a) if a Bidder:
 - i. withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - ii. does not accept the correction of errors pursuant to ITB Clause 28; or
- b) in the case of a successful Bidder, if the Bidder fails:
 - i. To accept the LOA/and work order or
 - ii. To pay performance security within 07(seven) days from the date of issue of letter of acceptance (or)
 - iii. To submit contract agreement duly signed and stamped in the prescribed formats within 10 (ten) days from the date of issue of letter of acceptance (or)
 - iv. To commence the work as per the Letter of Acceptance or Work Order

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

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

Dated.....day of2024

For

.....

(Indicate Name of the Bank)

Signature of Tenderer with Seal

DREDGING CORPORATION OF INDIA LIMITED
E-TENDER

ANNEXURE-IV

FORM OF CONTRACT AGREEMENT

This agreement made on day of _____ between M/s. Dredging Corporation of India Limited, a body under the Companies Act, 1956, having its Head Office at Office at " Dredge House" , H.B Colony Main Road, Seethammadhara, Visakhapatnam (here in after called "the EMPLOYER", which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office") of the one part and _____(Name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part, whereas the "Employer" is desirous of "Supply, manning & operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms & conditions".-and whereas the CONTRACTOR has deposited a sum of Rs. _____as Performance Security in the form of RTGS/NEFT/BG for the due fulfillment of all the Conditions of the Contract:

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

CONTRACTOR

Signature :

Name :

Designation :

Seal :

In the presence of Witness

Signature :

Name & Address :

EMPLOYER

Signature :

Name :

Designation :

Seal :

Signature :

Name & Address :

Signature of Tenderer with Seal

PROFORMA FOR EMPLOYMENT OF RELATIVES

Date:

To

The Regional General Manager,
Dredging Corporation of India Limited,
Southern Regional Office: Kochi,
Chackalackal Building, 57/656 (D6,D9),
2nd &3rdFloor, K.P. Vallon Road, Kadavanthra,
Kochi-682020, Kerala.

DearSir,

Sub: Sub: Supply, manning & operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms & condition-reg.

A) With reference to your Tender No.: DCI/KOC/OPS/R.BOAT/2024-25 dated:10.05.2024 and as per CI.No. 24 of GCC, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd. or any Officer of the rank of the Asst. Secretary or above in the Ministry of Ports, Shipping and Waterways, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

'OR'

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

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

**Strike out whichever is not applicable.*

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of Tenderer with Seal

PROFORMA FOR UNDERTAKING

Date

To

The Regional General Manager,
Dredging Corporation of India Limited,
Southern Regional Office: Kochi,
Chackalackal Building, 57/656 (D6,D9),
2nd & 3rdFloor, K.P. Vallon Road, Kadavanthra,
Kochi-682020, Kerala.

DearSir,

Sub: Supply, manning & operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms & conditions-Reg.

With reference to your Tender No.DCI/KOC/OPS/R.BOAT/2024-25 dated:10.05.2024 and as per Cl.No. 25 of GCC, we hereby undertake that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

and,

As per Cl. No. 25 of GCC, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

PROFORMA FOR LITIGATION

Date:

To

The Regional General Manager,
Dredging Corporation of India Limited,
Southern Regional Office: Kochi,
Chackalackal Building, 57/656 (D6,D9),
2nd & 3rdFloor, K.P.VallonRoad, Kadavanthra,
Kochi-682020, Kerala.

DearSir,

Sub: Supply, manning & operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms & conditions-Reg.

With reference to your Tender No. DCI/KOC/OPS/R.BOAT/2024-25 dated:10.05.2024 and as per CI.No.26 of GCC, we hereby certified that, we do not have any current litigation with any party/firms.

'OR'

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

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

*Strike out whichever is not applicable.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

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

BANK ACCOUNT DETAILS

To

The Regional General Manager,
Dredging Corporation of India Limited,
Southern Regional Office: Kochi,
Chackalackal Building, 57/656 (D6,D9),
2nd & 3rdFloor, K.P. Vallon Road, Kadavanthra,
Kochi-682020, Kerala.

DearSir,

Sub:Supply, manning & operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms &conditions–Reg.

With reference to your Tender No. DCI/KOC/OPS/R.BOAT/2024-25 dated:10.05.2024and as per Cl.No.10.1.13 of ITB, of Tender, we hereby furnish our Bank Account details for payment through E-transfer as follows:

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

Cancelled cheque enclosed

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

PROFORMA FOR BACKING OUT DECLARATION

To

The Regional General Manager,
Dredging Corporation of India Limited,
Southern Regional Office: Kochi,
Chackalackal Building, 57/656 (D6,D9),
2nd & 3rdFloor, K.P. Vallon Road, Kadavanthra,
Kochi-682020, Kerala.

DearSir,

Sub: Supply, manning & operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms &conditions.-reg.

- 1) With reference to your Tender No DCI/KOC/OPS/R.BOAT/2024-25 dated:10.05.2024and as per Clause No.36 of GCC, we hereby certify that, we have not backed out from any tender during last three years after award of work.

"OR"

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

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

**Strike out whichever is not applicable.*

Thanking you,

Yours faithfully

Signature of the Tenderer with seal

SECTION-VI
CHECK LIST FOR TECHNICAL BID

1. A Bid Form except the Price Schedule
2. A list of works bided for and in hand / being executed as on the date of submission of bid with proof of documents.
3. Documentary evidence to establish that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
 - i) Audited balance sheet, Profit & Loss Account Statement, IT returns for the last three financial years ending with 31st March 2023.
 - ii) Certificate from Employers for showing Experience of having successfully completed works of similar nature during last 7 years ending March 2024. The certificate should include the following information:
 - a) Brief description of the work
 - b) Contract amount / rates.
 - c) Time limit for completion
 - d) Whether the work has been completed within the stipulated time.
 - e) Whether any liquidated damages have been levied.
 - f) Actual value of work done.
 - g) Actual period of completion.
4. Documentary evidence towards remittance of cost of bid document (non-refundable) as prescribed through e-payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail-id treasury@dcil.co.in along with electronic receipt/ UTR.
5. Documentary evidence towards remittance of Earnest money deposit (EMD) as prescribed in the form of
 - i) e-Payment (NEFT / RTGS) containing confirmation of receipt obtained by the bidder from DCI HO's e-mail id-treasury@dcil.co.in along with electronic receipt/ UTR.
or
 - ii) Bank Guarantee (copy to be uploaded online). **Please refer to "NOTE" regarding the submission of original BG)**
6. Details of boats available with the tenderer which are proposed for deployment of proposed work Annexure-XII.
7. Copies of original certificates of registration etc., of the Steel/Wooden/FRP Hull Boat which is proposed to be offered to DCI Ltd., including copy of the "existing insurance policy(for marine risks)"covering the said Boat, Crew and Third Party.
8. Copy of clear title of the ownership of the Steel/Wooden/FRP Hull Boat If the tenderer is not the owner of the Boat/Boats, necessary documents in support of the authorization or lease granted by the owner of the said Boat to the tenderer to offer and operate the mechanized Steel/Wooden/FRP hull Boat by the tenderer. This authorization or lease shall be executed on a stamp paper (Rs.200/-non- judicial) duly notarized.
9. Proof of regulatory Compliance for operating in waters of Cochin area of Arabian Sea or any other Rules and Regulation in force.
10. Copies of original document defining the constitution or legal status, Place of registration and principal place of business of the company or Partnership.
11. Copy of PAN Card.
12. Copy of GST Registration Certificate.
13. Bank details along with copy of cancelled cheque.
14. Registration with Provident Fund Authorities. If PF registration exempted, relevant exemption letter/certificate to be enclosed to Bid.
15. Power of Attorney on stamp paper(non-judicial) for a value of Rs. 200/-, in favor of the person authorized to sign the tender document. (If the tender document is signed by owner/proprietor of the firm, then also, he shall authorize himself for the same on stamp paper.)
16. Integrity pact as per format
17. **Annexures I,V to XII (on letterhead)**
18. Check list for Technical Bid.
19. Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer.
20. Other documents prescribed in this bid document not mentioned above.

NOTE: Of the above documents, Cl.No.10.1.5(ii) of ITB (EMD), Cl.No.10.1.15of ITB (Power of Attorney)& ITB Cl. No. 10.1.16 (Integrity Pact)in originals shall be forwarded so as to reach the address of Tender Inviting Authority before due date of Submission of tender without which tender may be considered irresponsive.

Signature of Tenderer with Seal

DETAILS OF THE MECHANIZED BOAT PROPOSED FOR HIRE BY THE BIDDER
(These details can be given separately for different boats offered)

1. Name of the bidder :
2. Name of the Boat (As per Registration Certificate) :
3. Name of the registered owner of the boat :
4. Builder's name and Address :
5. Year of built :
6. Main dimensions/particulars :
 - i. Length :
 - ii. Breadth :
 - iii. Depth :
 - iv. Draft :
 - v. Hull (Steel/Wooden/FRP) :
 - vi. Port of registry :
7. Certificates Number&validity
 - i. Registration Certificate :
 - ii. Survey Certificate, if any :
 - iii. Plying certificate :
 - iv. Insurance for boat, crew & third party :
8. Model & year of manufacture of Engine. :
9. Make of Engine :
10. Horse Power of Engine (HP) :
11. Maximum Speed of Boat (in Knots) :
12. Particulars of registry of Boat and year of registry. :
13. Single screw or twin screw :
14. (a) Carrying capacity of persons (Nos.) :
(b) Carrying capacity of equipment and material (Tons):
15. Communication system held on board. :
16. Details of LSA(Life Saving Appliances) held on board :
17. Details of FFA (Fire Fighting Appliances)held on board :
18. Place where the Boat is presently available :

NOTE: If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the boat/boats should be submitted on Rs. 200/- stamp paper (non-judicial) duly notarized & should be enclosed with the Technical bid.

Signature of Tenderer with Seal

INTEGRITY PACT
INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT

1. As per GCC Clause 40 of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.200/- each, duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
 - i. The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper: "This stamp paper is an integral part of the Integrity Pact executed by us for *[Insert the name of the package]* Package and Specification Number *[Insert Specification Number: package]*
 - ii. In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:
"The Integrity Pact executed by us for *[Insert the name of the package]*Package and Specification Number *[Insert Specification Number of the package]* is enclosed herewith"
3. Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
4. All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
5. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
6. The Bidder shall not change the contents of the Integrity Pact.
7. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly.
(These are instructions for execution and does not form part of the Integrity Pact)

Signature of Tenderer with Seal

INTEGRITY PACT

Between

Dredging Corporation of India Limited (DCIL) hereinafter referred to as "The Principal",

And (M/s.....)

Hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for the tender No. DCI/KOC/OPS/R.BOAT/2024-25 Date:10.05.2024. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

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

Section 1 - Commitments of the Principal:

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or other benefit which he/she is not legally entitled to.
 - b) Principal will, during the tender process treat all Bidder(s) with equity and fairness. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of Foreign Principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as Annexed and marked as Annexure.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Signature of Tenderer with Seal

Section 4:- Compensation for Damages.

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid security.
2. If the Principal has terminated the contract according to Section-3, the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression.

1. The Bidder shall declares that no previous transgressions occurred in the last three with any other company in any country confirming to the anti-corruption approach or with any Public Sector Undertakings/Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.
3. The principal will disqualify from the tender process all bidders who does not sign this Pact or violate its provisions.

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

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

Section 8: Independent External Monitor(s).

1. The Principal appoints competent and credible Independent External Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties Offer to the Monitor the option to parties in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
7. The Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent Directors on DCIL Board.
8. If the Monitor has reported to the Chairman, DCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, DCIL has not, within the reasonable time taken visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" would include both singular and plural.

Section 9: Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 08 Months after the last payment under the contract, and for all other Bidders 08 months after the contract has been awarded.
2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged /determined by the Chairman of DCIL.

Signature of Tenderer with Seal

Section 10: Other provisions.

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/ Guarantee etc. shall be outside the purview of Monitors
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place: Witness 1:

Date:(Name & Address) -----

Witness 2:

(Name & Address) -----

PREAMBLE

- 1) The items given in the Price Bid / Bill Of Quantities (BOQ) are for "Supply, manning & operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms & conditions".
- 2) Payment will be made on actual certified utilization of service
- 3) Rate quoted will be valid for 02 years period including extension period.
- 4) In GeM portal, the rates are to be quoted including GST and the "Contract" & "Sanction Order" in GeM will be raised in GeM on the successful L1 bidder with the total quoted charges including GST. Hence, bidders are advised to take due care in quoting the total quoted rates in online Price Bid section in GeM portal (price bid), is inclusive of GST and the final total amount quoted in the BOQ (Sl. No. 10) of this tender document is inclusive of GST.
- 5) The payment would be made for relevant items of Price Bid / Bill Of Quantities (BOQ) as detailed in Payment Clause.
- 6) No charges, other than those specified in the bid conditions shall be payable.

PRICE BID/BILL OF QUANTITIES (BOQ)

Name of the work: Supply, manning & operating of one no. Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years (2024-2026) and extendable for another year (2026-27) at the discretion of DCI on the same rates, terms & conditions.

Tender No. :DCI/KOC/OPS/R.BOAT/2024-25 dated:10.05.2024

Sl. No.	Brief Description of Work	Unit	Quantity (for Two Years)	Rate quoted (per unit) (In Rs.)	Total amount in figures (In Rs.)
A	B	C	D	E	F = D x E
	Charges for supply, manning & running of Steel/Wooden/FRP mechanised boat of not less than 60HP for the following:				
1.	1. Trips upto maximum 05 (five) trips per day of 24 hrs towards routine trips from jetty to vessel & vice versa (inner port areas) or between vessel to vessel.	Per day of 24Hrs	706	NOT TO BE FILLED HERE	NOT TO BE FILLED HERE
	2. Retention/stand-by of Steel/Wooden/FRP mechanised boat of not less than 60HP at Kochi, when there is no trip in a day	Per day of 24Hrs	24	"	"
	3. Additional trips (beyond 05 (five) trips in a day of 24 hours) towards routine trips from jetty to vessels & vice versa	Per Trip	1440	"	"
	4. Trips between vessel to vessel in inner port areas	Per trip	576	"	"
2.	Charges for supply, manning & running of Steel/Wooden/FRP mechanised boat of not less than 200HP (twin screw) for routine trips to vessel/s at outer-anchorage:				
	1. Trips from jetty to vessel & back to jetty (approx. 4-trips in a month)	Per trip	96	"	"
	2. Trips between vessel to vessel	Per trip	24	"	"
3.	Charges for supply, manning & running of Steel/Wooden/FRP mechanised boat of not less than 60HP (single screw) in inner port areas for carrying out diving works (Approx. 12-15hrs in a month)	Per hour	1080	"	"
4.	Charges for supply, manning & running of Steel/Wooden/FRP mechanised boat of not less than 200HP (twin screw) for connecting multiple consignments (consisting of heavy spares & stores received from other DCI offices) to vessels at Kochi port, which require special boat for carrying from jetty to vessel & vice versa.				
	1. Inner port area trips	Per trip	72	"	"
	2. Outer anchorage trips	Per trip	48	"	"
5.	Charges for supply, manning & running of Steel/Wooden/FRP mechanised boat of not less than 60HP (single screw) for carrying out hydrographic surveys in Inner channel (Utilization: 06 (Six) hours max. per day for 10 days in a month)	Per hour	1440	"	"
6.	Charges for supply, manning & running of Steel/Wooden/FRP mechanised boat of not less than 200HP (twin screw) for carrying out hydrographic surveys in outer channel/outer anchorage/dumping ground (Utilization: 08 (eight) hours max. per day for 10 days in a month)	Per hour	1920	"	"
7.	Charges for supply, manning & running of Steel/Wooden/FRP mechanised boat of not less than 60HP (single screw) for towing of DCI survey launches or any other floating craft from one place to another.	Per hour	96	"	"
8.	<i>Total quoted charges (excluding GST) (Sl. No. 8 = Sl. No. 1+2+3+4+5+6+7)</i>				"
9.	<i>GST (%) & SAC</i>				"
10.	Total quoted charges (including GST) (Sl. No. 10 = Sl. No. 8+ Sl. No. 9)				"

Signature of Tenderer with Seal

Note:

- 1) Rates to be quoted for all items of the BOQ and if any of BOQ is not quoted by the bidder, the price bid will be summarily rejected.
- 2) Bidder to quote column "E" & "F" only of this BOQ for all items.
- 3) In case, the number of trips per day of 24hours is less than 5 trips (Sl. No. 1.1 of BOQ), the shortfall trips will be adjusted with additional trip made during that month (Sl. No. 1.3 & 1.4 of BOQ) and payment will be restricted accordingly. However, retention charges (Sl. No. 1.2 of BOQ) will be paid when there is no trip in a day (Sl. No. 1.2) and additional trips will not be adjusted with those days. Ref: SCC Clause no. 1.36
- 4) The quoted rate (inclusive of GST) in GeM portal price bid section should be same as quoted at Sl. No. 10 of BOQ. In case of any discrepancy observed, the price bid will be summarily rejected.
- 5) DCI reserves the right to operate all or any of the BOQ items, as per DCI requirement. Ref: SCC Clause no.1.37
- 6) The quantity against each BOQ item is for 02-years period and is approximate only, which can increase or decrease as per DCI's requirement. There is no guarantee of minimum quantity or estimated quantity as per BOQ and any kind of compensation for any decrease or increase in quantity will NOT be entertained nor payable in the contract period as well as extended contract period. Ref: SCC Clause no. 1.38
- 7) Quoted charges shall be inclusive of all costs as referred at ITB Clause no. 29 and other relevant sections/clauses of this tender document.
- 8) Evaluation will be done on "Overall L1" basis for arriving the lowest bidder.
- 9) The Bidder has to upload in this BOQ (page 48/49 & 49/49), duly filled in all respects, signed & stamped both the pages, in GeM portal under "Price Break-up" (so as to enable the buyer (DCIL) to download the "financial document" from GeM portal for evaluation), failing which, the price-bid of the bidder shall be summarily rejected.



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4934243
Dated/दिनांक : 10-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-05-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-05-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ports, Shipping And Waterways
Department Name/विभाग का नाम	Dredging Corporation Of India Limited
Organisation Name/संगठन का नाम	Dredging Corporation Of India Limited
Office Name/कार्यालय का नाम	Dredge House Port Area Visakhapatnam
Item Category/मद केटगरी	Custom Bid for Services - Supply Manning Operating of one no Steel/Wooden/FRP mechanised boat of not less than 60HP for making routine trips to dredgers/vessels deployed at Kochi and other project works in and around Kochi for two years 2024/2026 and ex..
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	31 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	20596290
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	206000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

RGM, SRO KOCHI

Dredging Corporation of India Limited, Southern Regional Office: Kochi Chackalackal Building, 57/656 (D6,D9), 2nd & 3rdFloor, K.P.VallonRoad, Kadavanthra, Kochi-682020, Kerala
(Dredging Corporation Of India Ltd)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Payment Terms:[1715348944.pdf](#)

GEM Availability Report (GAR):[1715348994.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1715349020.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1715349199.pdf](https://www.mca.gov.in/portal/UploadDownload.aspx?ID=1715349199)

Scope of Work:[1715349860.pdf](https://www.mca.gov.in/portal/UploadDownload.aspx?ID=1715349860)

Custom Bid For Services - Supply Manning Operating Of One No SteelWoodenFRP Mechanised Boat Of Not Less Than 60HP For Making Routine Trips To Dredgersvessels Deployed At Kochi And Other Project Works In And Around Kochi For Two Years 20242026 And Ex.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Supply Manning Operating of one no SteelWoodenFRP mechanised boat of not less than 60HP for making routine trips to dredgersvessels deployed at Kochi and other project works in and around Kochi for two years 20242026 and extendable for 1 year
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kumar Chandil	682020,D.No: 57/656(D6), Second floor, Chackalackal building, KP Vallon Road, Kadavanthra, Kochi	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रैता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---