



DREDGING CORPORATION OF INDIA LIMITED
CORPORATE OFFICE, HB COLONY,
SEETHAMMADHARA,
VISAKHAPATNAM -530022

E-TENDER

TENDER NO. DCI/HO/OPS/MPT/SUR/2021-22
DATE: 14-08-2021

**SUPPLY OF BATHYMETRY SURVEY EQUIPMENT TO DCIL ON DAILY HIRE BASIS FOR PROJECT USE AT
MORMUGOA PORT**



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Ref: DCI/HO/OPS/MPT/SUR/2021-22

Date: 14.08.2021

**E- TENDER FOR
SUPPLY OF BATHYMETRY SURVEY EQUIPMENT TO DCIL ON DAILY HIRE BASIS FOR PROJECT USE AT
MORMUGOA PORT**

DUE DATES:

1.	Availability of Bids in Employer's and e-procurement websites for downloading	:	14.08.2021 to 24.08.2021 upto 1800Hrs.
2.	Last date of receipt of online Bids by Employer through e-procurement	:	25.08.2021 upto 1500 Hrs
5.	Opening of Technical bids on line e-procurement website	:	25.08.2021 at 1530 Hrs at DCIL, Head office , Visakhapatnam

General Manager (OPS & MKTG)

**SECTION-I: INVITATION FOR BIDS (IFB)/NOTICE INVITING E-TENDER
(NIT)**



DREDGING CORPORATION OF INDIA LIMITED
(CORPORATE OFFICE: VISAKHAPATNAM)
 HB COLONY, SEETHAMMADHARA,
 VISAKHAPATNAM -530022

Ref: DCI/HO/OPS/MPT/SUR/2021-22

Date: 14-08-2021

INVITATION FOR BIDS (IFB)/NOTICE INVITING E-TENDER (NIT)

Online Tenders are invited in two bid (Techno commercial and Financial Bid) systems through E-Tender from experienced and reputed firms to undertake the following work. Tenderers have to submit the tenders through central Public Procurement Portals <http://www.eprocure.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 there in for submission of offer. The Online Bidder Enrollment is free of cost and one time activity only. The complete tender document shall be available on the website of "DCI"- <http://www.dredge-india.com>, Central Public Procurement Portals - <http://www.eprocure.gov.in>.

1. Brief particulars:

1	Name of Work	:	Supply of bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa port
2	Period of Contract	:	The contract period is initially for 45 days in a year and same may extendable by another 15 days on same rate, terms and conditions upon the requirement of DCIL or can be curtailed any time giving three days notice. Work Order will be issued initially for 1 year & may be extendable with same rate, terms and conditions for another period of one year at sole discretion of DCI.
3	Estimated Cost *	:	Rs.13,72,500/- for two years(Excl GST.)
4	Cost of Tender *	:	Rs.295 (Rupees Two Hundred Ninety Five only), Including GST, payable by ECS/NEFT/RTGS. Tender Cost is non-refundable even if the tender is cancelled. The confirmation of receipt is to be obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in and to be enclosed with the tender along with electronic receipt/ UTR. Exception under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) on submission of a valid registration certificate as per the Government of India rules.
5	Earnest Money Deposit*	:	Rs.13,725/- (Rupees Thirteen Thousand Seven Hundred twenty five Only) payable by ECS/NEFT/RTGS. The confirmation of receipt is to be obtained by the bidder from DCI HO's e-mail id- treasury@dcil.co.in and to be enclosed with the tender along with electronic receipt/ UTR: Exception under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) on submission of a valid registration certificate as per the Government of India rules.
6	Validity of the Tender	:	(90) Ninetydays from the date of opening of Tender.
7	Mode of payment of Tender cost And EMD and DCIL current account details	:	All the payment against cost of tender document and EMD (Earnest Money Deposit) Name of the Company: M/s. Dredging Corporation of India Ltd,

			Name of the Bank: Canara Bank. BranchName: DCI Ltd, Branch, HB Colony Main Road, Seethammadhara, Visakhapatnam- 530022. DCI Current Account No: 35833070000014 IFSC/RTGS No.: CNRB0013583 GST No. 37AAACD6021B1ZB Note : E-Receipt in respect of (i) Cost of tender document and (ii) EMD is must and shall be uploaded with the tender document
8	Performance Security		A sum equal to 3% of the of the contract value as indicated in work order shall be deposited by the contractor by way of NEFT/ RTGS / Bank Guarantee in favour of Dredging Corporation of India Ltd, Visakhapatnam as Performance Security as per Performa at Annexure-I enclosed. Bank Guarantee shall be valid till completion of work or till extended period, if any.
8	Bid download and submission start date	:	14.08.2021
9	Last Date & time of submission of Bid	:	25-08-2021 upto 15:00 Hrs
10	Date of opening of the Techno-Commercial Bid document	:	25-08-2021 upto 15:30 Hrs at DCIL, Corporate office, HB Colony, Seethammadhara, Visakhapatnam -530022
11.	Contact Person		GM (OPS & MKTG), Dredging Corporation of India Ltd, Corporate Office, HB Colony Main road, Seethammadhara, Visakhapatnam -530022 Contact Persons : Mr. Nielkaseim , JGM (OPS),- 9949825226 & BL Murthy, JM ©, 9440638358.

Note: Tenderers shall send mail to treasury@dcil.co.in and hodops@dcil.co.in, nksiem@dcil.co.in, blmurthy@dcil.co.in for obtaining confirmation 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.

2. About DCIL

Dredging Corporation of India Limited (DCIL), established in 1976 to provide dredging services to the Major Ports of India, is a pioneer in the field of dredging and maritime development. Equipped to offer dredging and allied services, it provides vital inputs for national development. and helps to ensure continuous availability of desired depths in shipping channels of major and minor Ports, Indian Navy, Fishing Harbours and other maritime organizations along the 7,500 Kms coastline of India.

DCIL is under consortium formed by 4 major port trusts viz., Visakhapatnam Port Trust (VPT), Paradip Port Trust, Jawaharlal Nehru Port Trust (JNPT, Navi Mumbai) and Deendayal Port Trust (Kandla).

3. PRE QUALIFICATION CRITERIA:

Tenderer should possess the following minimum qualifying requirements:

Technical

A. Tenderer should have the following equipment:

- i. One no. Trimble SPS 461 Modular DGPS with all accessories or equivalent
- ii. One no. ATLAS DESO-30/ ODOM Echotrac MK-III dual-frequency Echo sounder, including Odom side mounting transducer OTSB200/33- 5/23 with all accessories and calibration bar or equivalent
- iii. One no. Teledyne TSSDMS-25 Motion sensor along with all accessories or equivalent.

Financial

B. Experience of having successfully completed similar works during the last seven years, ending March 2020 should be any of the following:

- i. Three similar completed works each costing not less than the amount of Rs. 5.49 Lakhs OR
- ii. Two similar completed works each costing not less than the amount of Rs. 6.87 Lakhs OR
- iii. One similar completed work costing not less than the amount of Rs.10.98 Lakhs.

Similar work means “the work similar to that mentioned under name of workin Section-I, Sl.no.-1 above, for any Government /Semi-Government / Autonomusbodies/ Public Limited Company”.

C. Average Annual financial turnover during the last 3 years ending 31st March 2020 should be at least **Rs. 4.12** Lakhs

The Detailed NIT and Complete Tender Document are hosted in our website www.dredge-india.com, and www.eprocure.gov.in interested parties shall visit the same. Online Tenders are invited under two bid system through E-Tender from the eligible bidders for the subject work as per the Eligibility Criteria & Scope of Work indicated in the tender document. 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 with date and shall be uploaded online through e-procurement portal accompanied with all specified documents mentioned in tender along with confirmed E-receipts of Tender fees and EMD. The offers have to be submitted online through the e-procurement portals stated above based on the Tender document, uploaded in websites mentioned above before the closing date and time.

The downloading of document shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection. DCI shall be at liberty to ask for hardcopies of documents if found necessary. The tenderer must submit the hardcopies at DCI RO, Mumbai within 03 days of receipt of request from DCI.

Dredging Corporation of India Ltd. reserves the right to:

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

General Manager (OPS & MKTG)
DCIL,
RO, Mumbai

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Requirements for participation in e-tenders:

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

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

2. Eligible Bidders:

- 2.1 This Invitation for Bids is open to all parties 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 the 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's Clients in accordance with ITB Clause 43

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:

- 4.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:
 - a) Instructions to Bidders (ITB)
 - b) General Conditions of Contract (GCC)
 - c) Special Conditions of the contract (SCC)
 - d) Technical Specifications
 - e) Sample Forms containing the following:
 - Bid Form
 - Price Schedule(Schedule of quantity)
 - Form of Contract Agreement
 - Pro forma For Bank Guarantee for Performance Security
 - Pro-forma for information about Relatives.
 - Pro-forma for Undertaking.
 - Pro-forma for information about litigation.
 - Vendor Registration Form.
 - f) Check list for Techno-commercial Bid.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish any information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in all aspects will be at the Bidder risk and may result in the rejection of its bid.

5. Clarification of Bidding Documents:

No Pre-bid meeting will be held. Prospective bidders are requested to forward their queries by e-mail on or before 1800 hrs on 18-08-2021. The clarifications requested by the bidders will be suitably hosted in DCI website/e-procurement portal five days before last date of submission of tenders. No press notification for any amendment will be issued. However, prospective bidders have to visit the websites www.dredge-india.com, <http://eprocure.gov.in> before the date of submission for any corrigendum/ addendum.

6. Amendment of Bidding Documents:

- 6.1 At any time prior to the deadline for submission of bids, DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment/corrigendum.
- 6.2 The amendment/corrigendum will be uploaded in our websites and all prospective Bidders should visit the websites from time to time before submission of bid.
- 6.3 In order to afford prospective Bidders reasonable time to take the amendment(s) into account in preparing their bids, DCI may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids**7. Digital Signature Certificate (DSC):**

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

8. Declaration:

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

9. Details to be Given:

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

10. Language of Bid:

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

11. Communication:

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

12. Documents Comprising the Bid:

Online- Two Bids :The offers are to be submitted online through e-procurement portal in two covers.

The Bids shall be in Two BidSystem consisting of

- ❖ Technical Bid; and
- ❖ Price Bid

12.a Technical Bid :

The Technical Bid, contains the pre-qualification criteria and other Technical terms & conditions and other documents. The requisite information shall be filled in the prescribed format and uploaded along with the desired documents/ Annexures in the Technical Folder in the order stated ITB sub clauses 1 to 20 mentioned below. The documents need to be provided on the letter head of the bidder wherever asked for and signed and stamped by the authorized person of the bidder. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

- 1 The “Technical Bid” prepared by the Bidder shall comprise the following components along with Tender document signed by Bidder on all pages:
- 2 A duly filled and signed Bid Form except the Price Schedule.
- 3 A detailed list of equipment’s available with the tenderer and which are proposed for deployment for the work under consideration including their specification.
- 4 Documentary evidence (work done certificate from employer which comprise of description of work, contract amount, duration of work etc) should be submitted for Pre-Qualification criteria,

- 5 Documentary evidence established in accordance with ITB Clause 16, that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending March 2021.
- 6 Earnest money deposit in the form of NEFT/RTGS furnished in accordance with ITB Clause 17.
- 7 PAN Copy.
- 8 GST Registration Copy and Bank details along with cancelled cheque.
- 9 Registration with Provident Fund Authorities. If PF registration exempted, relevant exemption letter to be enclosed to Bid.
- 10 Power of Attorney on stamp paper, 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.)
- 11 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership Tenders will be accepted only from proprietary firms, firms registered under Company's Act and partnership firm. In these cases attested proof of partnership deed, certificate of incorporation etc. to be submitted along with the tender.
- 12 Certificate/undertaking for "relatives", "litigation", vender registration form, as per prescribed proforma given in the tender document
- 13 Details of Bank Account for Electronic Transfer of payments (Annexure-VI)
- 14 Check list for Technical Bid.
- 15 Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer. DCI reserves its right to seek any other details documents to ascertain the competence of the tenderer. Suitability of the survey equipment as per tender conditions will be decided by a Committee appointed to inspect the equipment offered. As per Committee report, if the offered equipment is not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and the offer of the Bidder will be rejected.
- 16 The tenderer should indemnify DCI against all damages and accidents occurring to their labour.
- 17 Managerial & supervising set up to carry out the scheduled works and liaison with DCI representatives
- 18 Signed blank copy of price format.
- 19 Vender registration form, as per prescribed proforma given in the tender document.
- 20 The tenderer must submit the One set of Hard Copies of all documents pertaining to technical bid duly signed & stamped at DCI RO, Mumbai within 03 days of receipt of request from DCI.

12.b Price bid :

The Price bid, containing the Bill of Quantity (BOQ) in Excel format (BOQ_XXX) will be provided along with this tender for quoting prices/offer. This will be downloaded by the bidder and they shall quote the rates. During bid submission in Price -Bid the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price-bids of the bidder will have no condition and will consist of prices only. Price Bid of only those tenderers, who are technically qualified, will be opened online on a pre-announced date and time which will be intimated to eligible tenderers in advance. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

13. Bid Form

The Bidder shall complete and upload the Bid Form except the appropriate Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 4 of ITB .

14. Bid Prices

The bidder shall quote his prices only in Price Schedule furnished in the bidding document and upload it as the Price Bid. The bidder should not indicate the prices anywhere directly or indirectly in the Technical Bid. Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions or any counter conditions . Conditional tenders are liable for summarily rejections.

15. Bid Currencies

Prices shall be quoted in Indian Rupees only.

16. Documents Establishing Bidder Eligibility and Qualifications.

- 16.1 Pursuant to ITB Clause 12, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. Tenderer can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- 16.2 The documentary evidence of the Bidder 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 as per Annexure-VIII Qualification Requirements.
- 16.3 Hard copy of the tenders documents will not be accepted.

17. Earnest Money Deposit (EMD)

- 17.1 EMD to be deposited by the tenderer only through online by NEFT/RTGS to the DCI's Bank details given in Table Sl.No 7 of NIT within the due date and time for submission of online offer, failing which the online offer will not be considered.
- 17.2 Pursuant to ITB Sub Clause 6 of 12.a, the Bidder shall remit the Earnest Money Deposit through RTGS/NEFT to DCI Bank account, Failure to remit earnest money leads to summarily rejection of respective bids. The earnest money is required to protect DCI against the risk of Bidder's conduct which would warrant the Earnest money forfeiture,
- 17.3 Any bid not secured in accordance with ITB Clauses 17.1 will be rejected by DCI as non-responsive,
- 17.4 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 the DCI without interest. The Earnest Money Deposit shall not carry any interest.
- 17.5 The successful Bidder's earnest money deposit will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 40, and furnishing the performance security, pursuant to ITB Clause 41.

At the option of the tenderer/bidder, "The successful bidders" EMD would be converted into part of performance security.

18. Intimation of payment of Tender Cost/EMD/Performance Security Deposit :

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

19. Refund of EMD:-

- 19.1 For unsuccessful bidders EMD will be refunded to the Bank Account of the bidder, after the bidder is declared unsuccessful.
- 19.2 For successful bidders, the EMD shall be refunded after receipt of Security/ Performance Guarantee Deposit from the bidder. If the successful bidder so desires, the EMD may be converted into part of Security/ Performance Guarantee Deposit and the successful bidder will need to deposit only the balance amount of the Security/ Performance Guarantee Deposit after deducting the value of EMD, in the form of online transfer /Bank Guarantee.

20. Forfeiture of EMD:-

The earnest money deposit may be forfeited:

- a) If the Bidder:
- i. Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - ii. Does not accept the correction of errors pursuant to ITB Clause 22; or
- b) In the case of a successful Bidder, if the Bidder fails:
- i. To accept the work order and to sign the contract in accordance with ITB Clause 39 and Clause 40; or
 - ii. to furnish performance security in accordance with ITB Clause 41.
21. **Period of Validity of Bids.**
- 21.1 The Tenderer should keep open the validity of the Bid for 90 days from the date fixed for its price-bid opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request is made in writing or by mail by DCI 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.
- 21.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 17 shall also be suitably extended.
- 21.3 The Tenderer shall carefully examine the Conditions of Contract, Scope of Work, Instructions to Tenderer, the Specifications etc. He/she shall visit and inspect the site on his own responsibility and cost and thoroughly acquaint himself with all local conditions, concerning materials, labour, and approach to site, working and environment conditions for the purpose of making the Tender. All costs, charges and expenses in connection with such visit and inspection and for the submission of Tender shall be borne by the Tenderer and the corporation accepts no liability whatsoever in this regard.
- 22. Format and Signing of Bid**
- 22.1 Special care shall be taken while uploading the Bid Documents which are legible and clear.
- 22.2 Due care is to be taken while entering any values /rate in the Price Bid/Financial Bid/Bill of Quantities.

D. Submission of Bids

- 23. Submission of Documents (Separate Bids Viz. Technical and Financial Bid/Bill of Quantities):**
- 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 for 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. Further, suitable action may be taken for claiming damages from the bidder.
- 23.1 The Technical Bid containing all requisite enclosures are to be uploaded in pdf format under “Techno Commercial Bid”.
- 23.2 The Financial Bid (BOQ)/ Bill of Quantities containing only bid rates and amounts against each service are required to be uploaded under “ Financial/ price Bid (BOQ)/ Bill of Quantities “
- 23.3 Both the above bids are to be uploaded at a time on or before the due date and time specified in the IFB.
- 23.4 If any of the bids are not uploaded properly as required by e-procurement website, the said bids cannot be decrypted/ opened by the Employer and hence the bids cannot be considered. In such cases, Employer will assume no responsibility and hence the bidders shall take proper care and ensure that their bids are properly uploaded with all the requisite documents.
- 23.5 Tenderer should ensure that his tendered amount as per Cover-B is not mentioned in any other document directly or indirectly
- 23.6 The DCI may, at its discretion, extend the 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 the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 23.7 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
- 24. User Portal Agreement:**
- The bidders will have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.No conditional bid shall be allowed/ accepted.
- 25. Upload of Scanned Documents:**
- 25.1** Bidders are suggested to scan the documents in 100 DPI for maintaining clarity & easy upload. They should check the same and ensure that clarity and legibility is not lost during scanning.
- 25.2** Bids must be submitted through online up to 25-08-2021 1500 hrs. No physical document needs to be sent unless asked for. Scanned copy of all the documents to be uploaded online.
- 25.3** In the event of the scheduled due date of opening of bids being declared as a holiday for the Company or a “bandh”, the due date for opening of bids will be next working day.

- 26. Modification of Bids**
 26.1 The Bidder cannot modify or withdraw its bid after due date & time of submission of the technical bids.

E. Opening and Evaluation of Bids

- 27. Opening of Bids by DCI**
 27.1 The Technical Bids (Cover-I) will be opened on the pre-scheduled date and time of tender opening. The Technical Bids will be decrypted on-line and will be opened by the “Bid Openers” with their Digital Signature Certificates. The Bidders may view the bid opening remotely on their personalized dashboard under the link “Bid Opening (Live)” and can see the documents submitted by all participating bidders.
 27.2 Price-Bid (Cover-II) will be opened after evaluation of Cover –I. The Cover-II of only the technically qualified bidders shall be opened for which separate intimation will be given to the technically qualified bidders.
 27.3 The Price Bid of the technically qualified bidders will be decrypted and opened on the scheduled date and after the pre-scheduled time by the “Bid Openers” with their Digital Signature Certificates. The Bidders may view the Price Bid opening online remotely on their personalized dashboard under the link “Bid Opening (Live)” and can see the Price-Bid/BOQ submitted by all shortlisted bidders.

- 28. Clarification of Bids**
 For uploading documents/ tender related enquiry or any other technical issue while submission of bid please contact by e-mail following person.

General Manager (OPS & MKTG)
 Dredging Corporation of India Limited,
 3rd floor, DCIL, Corporate office, Main road,
 HB Colony, Seethammadhara,
 Visakhapatnam-530022.
 Email: hodops@dcil.co.in, nksiem@dcil.co.in, blmurthy@dcil.co.in

- 29. Preliminary Examination**
 29.1 DCI will examine the Technical Bids to determine whether they are complete, whether required earnest money deposit have been remitted as, whether the documents have been properly signed, and whether the bids are generally in order, etc;.
 29.2 DCI may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
 29.3 Prior to the detailed evaluation, pursuant to ITB Clause 27 , DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 17), Applicable Law (GCC Clause 36), and Taxes and Duties (GCC Clause 37), Performance Security (GCC Clause 14), and Force Majeure (GCC Clause 48) will be deemed to be a material deviation. Employer’s determination of bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.
 29.4 If a bid is not substantially responsive, it will be rejected by DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 30. Method of evaluation for technically qualified bidder:-**
 The lowest priced bidder i.e. L-1 shall be chosen based on the amount quoted by the bidder in BoQ of Section VI .
 30.1 Comparative statement for all the participants will be prepared and accordingly L-1 bidder will be determined on the “Total amount excluding GST” quoted in BOQ not on item-wise.

- 30.2 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded or back loaded as compared to the estimate of the items of work to be performed under the Contract, the bidder shall be asked to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and operating methodology proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, price may be negotiated with the lowest bidder to remove the imbalance, make an appropriate adjustment on sound technical and/or financial ground for any quantifiable, acceptable aspects and thereby bring the prices to justified level sufficient to protect the Employer's interest, before taking a decision on the bid.
- 30.3 Comparative statement for all the participants will be prepared and accordingly L-1 bidder will be determined on the "Total amount excluding GST" quoted in BOQ not on item-wise.
- 30.4 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded or back loaded as compared to the estimate of the items of work to be performed under the Contract, the bidder shall be asked to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and operating methodology proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, price may be negotiated with the lowest bidder to remove the imbalance, make an appropriate adjustment on sound technical and/or financial ground for any quantifiable, acceptable aspects and thereby bring the prices to justified level sufficient to protect the Employer's interest, before taking a decision on the bid.

31. Shortfall of Documents

DCI may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of Tender Cost/EMD etc, 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. Requested documents are to be uploaded within the specified time period of 5 (five) days. The above documents will be specified on-line under the link - Upload Shortfall Document", by evaluator after scrutiny of bids after opening of Technical (Cover -I) , indicating the start date and end date giving 5 (five) days" time for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of the bid. No separate communication will be required to be sent by DCI in this regard. Non receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The bidders will upload/re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents. In case the requested documents are not uploaded within the specified period, then the offer will be evaluated in accordance with NIT terms and conditions based on the documents already submitted at the time of bid opening. Any effort by a Bidder to influence the DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

32. Verification:

DCI reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication by courier/speed post/ registered post/ post will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason for non-submission of documents within prescribed time i.e. within 05 days.

33. Prices:

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

- i. Rates should be valid for the entire period of contract. No enhancement will be given during the interim period for whatsoever reason.
- ii. Rates are to be quoted strictly as per the format given above.
- iii. Rates must include all taxes as applicable; except for GST which shall be payable extra as applicable.
- iv. The rates quoted as above are all inclusive. No separate reimbursement is allowed.
- v. 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 the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and total price shall be corrected.
- vi. 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.

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

viii. Quantity mentioned in BOQ is indicative only and payment will be made on actual service rendered.

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

35.1 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.

35.2 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 bid.

F. Award of Contract

35. Post –qualification

35.1 In the absence of prequalification, DCI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Technical Bid.

35.2 The determination will take into account the Bidder financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder qualifications submitted by the Bidder, as well as such other information as DCI deems necessary and appropriate.

36. Right to Vary Period of Contract/number of BOQ items at Time of Award:

36.1 Initial contract period is for 45 days (2021-22). One week before expiry of contract, DCI may by written notice intimate the Contractor to extend the contract if found required. For all extensions given by DCI, the Contractor has to execute the work as per rates quoted and agreed in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves the right regarding giving extension, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor and will not be subject to the Arbitration.

36.2 In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving a 3 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 2 days notice by the 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 DCI's rights and remedies.

36.3 The DCIL reserves the right at the time of Contract award to decrease, number of BOQ items without any change in unit price or other terms and conditions.

36.4 DCI reserves the right at the time of award of contract to increase or decrease, up to 20% of the quantity of services originally specified in the Price schedule without any change in unit price or other terms and conditions.

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

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

38. Award Criteria:

38.1 DCI will award the contract to the bidder who has quoted against all items of the BOQ, whose bid has been determined to be the lowest evaluated bid, by quoting the lowest total amount (exclusive of GST) including all the services for each year and thus became a successful Bidder.

38.2 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 37 of ITB.

38.3 Upon finalization of the bids, DCIL shall issue Letter of Acceptance (LOA) to the successful bidder and contractor shall execute the agreement & furnish the performance security to DCI.

38.4 Separate work order for commencement of work shall be issued to the successful bidder.

39. Notification of Award:

- 39.1 Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing or by email by way of letter of acceptance (LoA), that its bid has been accepted.
- 39.2 The notification of award will constitute the formation of the Contract. Contractor has to sign a duplicate of the work order and send it back to DCI, RO, Mumbai, as a sign of acceptance of work.

40. Signing of Contract:

- 40.1 On receipt of the LOA over E-mail /post, the successful Bidder has to execute Contract Agreement on Non-Judicial Rs.100/- Stamp Paper in two original sets at his own expense, within 07 (Seven) days of the receipt of notification of award (LoA) from the DCI along with the performance security of 3% of total value of contract. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 07 (Seven) days from the date of receipt of LoA , shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.
- 40.2 Upon receipt of the contract agreement and performance security, the work order will be issued to the contractor.
- 40.3 The contractor, within 07 (Seven) days of receipt of the work order over E-mail/post, shall commence the work/ supply the equipment under intimation to PIC, Mormugoa and GM (OPS & MKTG), Head office, Visakhapatnam.

41. Performance Security:

Within Seven (07) days of the receipt of LoA from the DCI, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract (GCC) Clause No:14, 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 receipt of LoA, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

42. Failure to perform the contract (Risk & cost of contractor):

If the tenderer makes default in proceeding with the work as per the time schedule given by the Corporation with due diligence, due to lack of resources or organization or work operated is not up to the expected standards, the Corporation reserves right to cancel the contract at 2 (two) days notice at any time during the currency of the contract. If the tenderer fails to execute the work as per conditions of the contract the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. If at any time after award of the work, the progress of the work is not satisfactory, the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. The Corporation would be entitled to withhold any sum due and payable to the tenderer in case of the said breach or default. The contractor will not have any claim for compensation or otherwise on this account. In such cases, the corporation reserves the right to forfeit all or any part of the EMD and/or Security deposit/performance security submitted by the Contractor and will not have any right for the same.

43. Corrupt or Fraudulent Practices:

- 43.1 DCI requires that the Bidders/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, that DCI defines, for the purposes of this provision, the terms set forth below as follows:
- 43.2 "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
- 43.3 "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;
- 43.4 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
- 43.5 DCI will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI 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.
- 43.6 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 , Government of India" The tenderer shall also furnish a declaration with his tender enclosing the names of the relatives who are employed in DCI, if any, as per Annexure-III

- 43.7 The tenderer shall give a certificate that the contractor shall disclose any payments made or proposed to be made to any Intermediaries (Agents etc) in connection with the bid, as per Annexure-IV
- 43.8 The tenderer shall have to give a certificate that the contractor 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, as per Annexure-IV.
- 44. Deadline for Submission of Bids:**
- 44.1 Online Bids must be uploaded in e-procurement website specified under Invitation for Bids (IFB) not later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.
- 44.2 Employer 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 the Employer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 45. Late Bids:**
- 45.1 Any bid received by the Employer after the deadline for submission of bids due to reasons other than those mentioned in Cl. 44 will be rejected.
- 46. General:**
- 46.1 Bid Documents are not transferable.
- 46.2 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 against the other items in the Price Schedule. This means that in case for any item no price or rate has been entered, the price or rate for such item will be treated as nil.
- 46.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 46.4 All Tender Documents shall be treated as private and confidential and must be returned back to DCI, without defacing or altering.
- 46.5 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.
- 46.6 In case of corrigendum/addendum regarding the subject tender work, DCI will publish the same only on websites www.eprocure.gov.in, www.dredge-india.com. Tenderers are requested to visit the websites regularly.
- 46.7 After award of work, all correspondences must be made to the DCIL, Project Office, Goa by email/letter.
- 47. Extension/Curtailment:**
- 47.1 The contract period is initially for 45 days in a year and same may extendable by another 15 days on same rate, terms and conditions upon the requirement of DCIL or the contract period can be curtailed any time giving three days notice. Further, the contract can be extended / Curtailed as per the above at sole discretion of DCI
- 47.2 Work Order will be issued initially for 1 year & it may be extendable with same rate, terms and conditions for another one year at sole discretion of DCI.
- 48. Maintaining ISM and ISPS codes and IMS Standards:**
- 48.1 DCI has been 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 its vessels and Integrated Management System comprising of Quality Management System (in accordance with ISO9001: 2015) and Environmental Management System (in accordance with ISO14001: 2015) on board vessels as well as in shore offices / activities. The contractor also shall comply all applicable clauses of above codes/standards.

SECTION-III GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

Definition

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

- a. "Corporation" means the Dredging Corporation of India Limited (DCI).
- b. "Managing Director (MD)" means the Managing Director of DCI.
- c. "Employer" Means the person named in the agreement and legal successors in title to this person. Also referred as "Dredging Corporation of India Limited", "Purchaser", DCI" & "DCIL" in the tender document.
- d. "The Contract" means the agreement entered into between the 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, LOI, work order, agreement, correspondence exchanged before the issue of letter of acceptance/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.
- e. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- f. "The Contractor" means the individual or firm or company supplying the Services under this Contract
- g. "The Services" means all of the services, which the Contractor is required to supply to the DCI under the Contract.
- h. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".
- i. "Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- j. "Engineer" means the DCI's official who has invited the tender on its behalf and includes any other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.
- k. "Engineer's Representative" means any subordinate Engineer or Asst Engineer.
- l. "Contractor" means the person or persons, firm or company whose tender / offer has been accepted by the DCI and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCI.
- m. "Excepted Risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCI of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- n. "GCC" mean the General Conditions of Contract contained in this section.
- o. "SCC" means the Special Conditions of Contract.
- p. "Day" means calendar day.
- q. "Month" means the English calendar month.
- r. "Singular/Plural": Word importing the singular, also includes the plural and vice-versa masculine includes feminine and vice versa where the context so requires.
- s. "The heading /Marginal Notes" in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

Application

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

Standards

The services provided under this contract shall conform to the Standards mentioned in "Technical Specifications".

1. The bids will be opened online on 25-08-2021 at 15:30 Hrs in the office of "M/s. Dredging Corporation of India Limited, Corporate office, 3rd floor, Dredge House, HB Colony Main road, Seethammadhara, Visakhapatnam -5300221", in presence of bidders who may wish to be present.
2. The tenderer should study the tender documents carefully; understand the ITB, General and Special conditions of contract and technical specification before submission of tender. The prospective bidder may get himself acquainted with the nature and scope of work and local conditions before quoting the rates.

3. The contractor shall be governed by the Indian contract Act and all payments due to the contractor under the contract shall be made in India Rupees only.

4. The Contract & General Obligations of Contractor:

Applicability of Laws on the Contract:

The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court of Andhra Pradesh, India, including the following Acts.

- The Indian Contract Act, 1872
- The Major Port Trust Act, 1963
- The Employees' Compensation Act, 1923
- The Minimum Wages Act, 1948
- The Contract Labour (Regulation & Abolition) Act, 1970.
- The Dock Workers' Act, 1948
- The Indian Arbitration and Conciliation Act (1996)

Contractor to Execute Contract Agreement :

After acceptance of his tender and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement 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.

5. Interpretation of Contract Document-Engineers power:

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

6. Contractor Cannot Sub-let the work:

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants, or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, 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 laborers on a "Piece rate" basis shall not be deemed to be subletting under this clause.

7. Contractors' Price is Inclusive of All Costs:

The Contractor's quoted rates shall be deemed to have been inclusive of the following:

- a. Making arrangements for deployment of all personnel and equipment, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefit and entry permits, wherever necessary.
- b. Making arrangements in or around the site, as per the requirements of Mormugoa Municipal Corporation or other authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen (iv) deployment of workmen of age less than 18 years.

8. Contractor is Responsible for safety of all personnel:

The Contractor shall be solely responsible for safety of all personnel supplied by him.

9. Contractor to Supervise the Works and Deploy qualified men and Engineer's Power to Remove Contractor's Men:

- 9.1 Necessary and adequate supervision shall be provided by the contractor during execution of contract. The contractor or his competent and authorized agent or representative shall constantly be at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform the engineer or his Representative in writing about such representative / agent of him at site.

9.2 The Contractor shall employ in execution of the Contract only qualified men and the Engineer shall be at liberty to direct the contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

10. Contractor is Responsible for all Damages to Other Structures/ Persons, Caused by him in Executing the Work:

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

11. Contractor to Indemnify the DCI against all Claims for Loss, Damage etc.:

- 11.1 The Contractor shall be deemed to have indemnified the DCI against all claims, demands, actions and proceedings and all costs arising there from on account of:
- 11.2 Infringement of any patent right, design, trademark, or name or other protected right, in connection with the works or temporary work.
- 11.3 Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- 11.4 Un-authorized obstruction or nuisance caused by the Contractor/his men 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/firm.
- 11.5 The Contractor should make his own arrangements at his cost for repair and maintenance, and any other purpose etc. till completion of the work.
- 11.6 The Contractor has to follow all safety regulations while carrying men / materials / equipment required for repairs if any, or any other service to ensure un-interrupted survey operations.
- 11.7 In the event of the breakdown / deficiency in the proposed equipment, the Contractor has to replace the same with immediate effect without causing any hindrance to the normal activities of bathymetric survey/ dredger or other project works. The replaced equipment should not be changed in specifications as agreed previously. In the event the Contractor fails to make arrangement for a substitute survey equipment for bathymetric survey then, DCI will arrange a substitute survey equipment at the risk and cost of the Contractor. No additional charges will be paid for the substitute of survey equipment.

12. 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 address given in the tender or to the Contractor's Site Office or in case of DCI's enlisted Contractor to the address as appearing in the DCI's Register or to the Registered Office of the Contractor. 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. 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 it is sent through email. Contractor shall not change his email id from what he has notified in the Vendor Registration Form and DCIL shall not be responsible for any consequences for any change of email id by the Contractor.

13. Contractor not to Publish Photograph Particulars of Work:

The Contractor and his men shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

14. Performance security:

The successful bidder will have to furnish a Performance security by way of online transfer to the bank account details specified above or by way of a Bank Guarantee for an amount equivalent to 3% of the value of the contract (after finalization) within 7 days after the issue of Letter of Acceptance. The amount of performance security (UNLESS MADE BY WAY OF BANK GUARANTEE) has to be made online only by NEFT/RTGS to the DCI Bank details given above within the due date and time failing which the LOA will be withdrawn.

- 14.1 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 14.2 The scanned copy of the UTR for performance security payment document must be intimated to DCIL. Physical mode of payment i.e Banker cheques or Demand drafts are not acceptable.
- 14.3 This guarantee will be for faithful performance of the contract in accordance with the terms and conditions and technical specification specified in the contract bid documents.
- 14.4 If performance security is by way of Bank Guarantee, it is to be submitted in the format prescribed at Annexure to this document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank in India and shall be encashable at Visakhapatnam.
- 14.5 Upon receiving performance security, the EMD of the successful bidder shall be returned. Performance Security Deposit will not carry any interest.
- 14.6 In case the contract is further extended, sum equal to 3% of the contract value for the extended period of contract shall be deposited within 03 days after receiving a letter for extension of contract from DCIL.
15. The performance security will be discharged by the DCI and returned to the Contractor notlater than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.
16. The Bank Guarantee shall remain valid for a period of (03) three months beyond the original contract period starting from the date of the award of contract and shall be renewed for a further period, if required so. Security/ Performance Guarantee Deposit or amount of money paid towards Performance Security Guarantee in form of bank draft will be discharged and returned to the successful tenderer after satisfactory performance of the contract for entire contract period starting from the date of commencement of service.
17. If the contract is extended for 2nd Year the BG will be continued for 2nd year also and will be returned to the contractor after successful completion of the entire contract period including extension if any and however, bears no interest. Failure to furnish Performance Security by the successful Bidder within the specified period shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD. Upon receipt of the specified amount towards Performance Security, the EMD shall be refunded to the tenderer.
18. Alternatively, the contractor may opt for conversion of EMD amount into Performance Security and the balance amount shall be deposited to DCI as Performance Security within 7 days from the date of issue of the LOA.
19. The performance security deposit will be refunded after completion of contract upon submission of all contract obligations etc., without interest.
20. The tender containing uncalled for remarks or any counter conditions are liable for summary rejection.
21. The Tenderer shall furnish a certificate that he is not related to any Officer of DCI. The Tenderer should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd.(Annexure-III).
22. The Tenderer shall furnish an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid. (Annexure-IV).
23. The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved.(Annexure-V).
24. In the event of cancellation of the contract due to delay in commencing the work by the successful tenderer, the E.M.D. will be forfeited.
- 25. Settlement of Disputes/Arbitration clause:**
- 25.1 If any dispute or difference of any kind whatsoever shall arise between the DCIL and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DCIL or the Contractor may give notice to the other party of its intention to commence arbitration, as

hereinafter provided, as to the matter in dispute, and no arbitration in respect of any matter may be commenced unless such notice is given.

- 25.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to providing of the services or after providing the services under the Contract.
- 25.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 25.5. Notwithstanding any reference to arbitration herein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

26. Limitation of Liability

Except as provided in this Tender/Contractual conditions or except in cases of negligence or willful misconduct, the Contractor shall not be liable to the DCIL, 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 DCIL.

27. DCI reserves the right to authorize any of its Officers/Staff to supervise the type of services rendered by the Contractor and if it is found that the conduct, behavior and performance of the person employed by the Contractor is unsatisfactory, it may require the Contractor to immediately recall the particular person and substitute the person by another and the Contractor shall immediately comply with such requirements made by the DCI forthwith.
28. The Contractor shall also abide by the terms and conditions, subsequently arising out, as mutually agreed between the DCI and the Contractor, from time to time. The Contractor should rectify forthwith any deficiencies pointed out by the representatives of the Corporation.
29. Tenderer shall not be permitted for any change in the constitution of the tender except with the clear written consent of DCI.
30. DCI is in no way liable or responsible regarding injury while on duty to the employees of the Contractor, etc., or any other claims arising out of employment.
31. The Contractor will be responsible for loss/damage of property or life because of negligence of his employees or poor maintenance of Survey equipment. The corporation would not be responsible for loss/damage to property or life in account of such incidents.
32. **Blacklisting**: 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.
33. **Liquidated Damages**:
Subject to GCC Clause 48, if the Contractor fails to provide any of the agreed equipment in functional status continuously for 3 days, during the Contract period(s) the DCIL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages (LD), a sum equivalent to 1% of the contract price per day for delay in completion of whole work subject to maximum 10% of the contract price. Once the maximum is reached, the DCI may consider termination of the Contract pursuant to GCC Clause 46.
34. The Contractor shall indemnify and keep indemnified DCI against all or any claims, notices, cases, proceedings of any nature whatsoever arising out of or in relation to their contract. This clause shall also be deemed to include claim from third parties, etc., and all types and/or nature of claims. Valid and subsisting insurance covering all types of claims should be maintained/ continued during the entire contract period or extended period. DCI shall be deemed to have been indemnified and kept indemnified by the Contractor against any failure /default or claims arising due to failure /default of/by the Contractor in this regard.

35. Applicable Law:

The Contract shall be interpreted in accordance with the laws of Republic of India.

36. Taxes and Duties

36.1 The contractor shall pay all taxes including service taxes, levies, duties, etc. which he/she 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 tender in respect of or in accordance with the execution of contract.

36.2 If any new taxes and/or increase / decrease in existing taxes and duties are imposed subsequently by Central/State Government, the same will be applicable to this contract,

36.3 The Service tax will be reimbursed to the contractor subject to production of proof of payment made to the Service Tax authorities.

37. 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.

38. Breach of Contract:

38.1 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 and security deposit, if any.

38.2 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 is liable to 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.

39. Health and sanitation:

The contractor shall comply with all statutory requirements in respect of the health and sanitation of his employee.

40. Recoveries:

On post-check of any bill, if it is found that any sum is 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 his any other contract with corporation and/or on demand.

41. Interpretation of Contract Document-Engineer's Power

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.

42. Contract Amendments

Subject to GCC Clause 52, No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties

43. Payment:

43.1 Payment will be made after completion of one month for the works done duly certified by the DCIL's Project In-Charge, Mormugoa through NEFT/RTGS only. No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.

43.2 The Contractor's request(s) for payment shall be made to the DCIL in writing, accompanied by GST invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.

43.3 Payments shall be made promptly by the DCIL within thirty (30) days of submission of GST invoice / claim by the Contractor complying with all requirements and enclosing all necessary documents.

43.4 Provident Fund and other recoveries of the crew / workers and payment wage slip must be attached to the Bill failing which 25.16 % will be deducted from wage slip as per Clause 44 of GCC.

43.5 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, or for any delaying in payment to contractor.

- 43.6 Credit notes necessary, if any, towards withdrawal of excess claim found upon scrutiny of invoice by PIC, should be submitted by the contractor promptly without delay. Once the invoice with credit note is submitted, no request for reversing for any reason can be entertained.

44. Provident Fund Contributions:

- 44.1 The bidder shall process 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 work order.

- 44.2 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 RPFC 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

- I. Contribution of the worker - 12%
- II. Matching contribution of the Employer - 12%
- III. Inspection charges payable to RPFC - 1.16%

Oflabour component value from the bill and remit the amount to EPFO. However, the percentage of recovery will be as per PF rules as amended from time to time. The inspection charges stated above will be as per GOI rules/prescribed rates as applicable from time to time.

45. Termination for Insolvency:

DCI may at any time terminate the Contract by giving written notice of 02 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.

46. Termination for Default:

- a. 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 within 07 days, or within any extension thereof granted by the DCI pursuant to GCC Clause 55. (Or)
- 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.

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a DCI official/public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCI, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCI of the benefits of free and open competition.

- iv. In the event DCI terminates the Contract in whole or in part, pursuant to GCC Clause 46(a), 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.
- b. DCI may at any time terminate the contract by giving written notice of (07) Seven Days to the contractor without compensation due to:
- i. Default in performing the contract in accordance with the terms of the contract.
 - ii. Failure to deploy survey equipment etc. within the given time.

iii. Stoppage of work by DCI due to instructions from MPT, Mormugoa.

47. Force Majeure:

- 47.1 Notwithstanding the provisions of GCC Clause 33, 46, 55 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 47.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DCI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Tsunami, epidemics, quarantine restrictions and freight embargoes.
- 47.3 If a Force Majeure situation arises, the Contractor shall promptly notify the DCI in writing of such conditions and the cause thereof. Unless otherwise directed by the 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.

48. Insurance:

- 48.1 The contractor shall without limiting his or DCI obligations and responsibilities insure in the joint names of the contractor and DCI:
- a) The contractor's equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
 - b) 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).
 - c) 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).
- 48.2 The contractor shall provide evidence to DCI, prior to the start of the work at site, that the insurances required under the contract have been affected. Insurance to be shown to Regional Office, Mumbai or any office near by Goat within 10 days of issue of work order without which the bills may not be accepted.
- 48.3 The contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times.
- 48.4 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCI, then and in any such case the DCI may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from the any monies due or become due to the contractor and recover the same as a debt due from the contractor.
- 48.5 In the event that the contractor fails to comply with conditions imposed by the insurance policies effected 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.

49. Termination for Convenience:

- 49.1. **The DCI may, by written notice sent to the Contractor, terminate the Contract within 03 days from notice period, in whole or in part.**
- 49.2. 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.

50. Prices:

Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid subject to Clause 18 of SCC

51. Change orders:

- 51.1. The DCI may at any time by a written order given to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 51.2. If any such change causes an increase or decrease in the cost of or the time required for the Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time for completion, or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within

thirty (30) days from the date of the Contractor's receipt of the DCI's change order.

52. Assignment

The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract except with the DCI's prior written consent.

53. Subcontracts

The Contractor shall not subcontract any part of the work without written permission of DCI.

54. 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 Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, 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 the DCI indemnified in case any proceedings are taken or commenced by any authority against DCI for any contravention of any of the Laws, Rules, Regulations, 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, etc the DCI is called upon by any authority to pay or reimburse or require to pay or reimburse any amount, the 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 the DCI is required or called upon to pay or reimburse on behalf of the contractor.

55. Delays in the contractor's Performance

- 55.1 The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the DCIL.
- 55.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCIL 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.
- 55.3 Except as provided under GCC Clause 47, 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 34, unless an extension of time is agreed upon pursuant to GCC Clause 56.2 without the application of liquidated damages.

SECTION-IV SPECIAL CONDITIONS OF THE CONTRACT (SCC)

SPECIAL CONDITIONS OF THE CONTRACT

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

SCOPE OF WORK

Contractor has to supply following single beam bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa Port:

- a) One no. Trimble SPS 461 Modular DGPS with 1m accuracy along with all accessories to use on board DCIL hired Survey launches at DCIL's Mormugoa Port Project including installation & demonstration of all the equipment at the time of hiring and removal and collection of all the equipment after completion of hiring.
- b) One no. ATLAS DESO-30/ODOMEchotrakMK-III dual frequency Echo sounder with accuracy of better than 0.01m along with all accessories including Odom side mounting transducer OTSB200/33-5/23 and calibration bar on daily hire basis to use on board DCIL hired Survey launches at DCIL's Mormugoa Port Project including transportation, installation & demonstration of all the equipment at the time of hiring and removal and collection of all the equipment after completion of hiring
- c) One no. Teledyne TSSDMS-25 Motion sensor Supply along with all accessories to use on board DCIL hired Survey launches at DCIL's Mormugoa Port Project including installation & demonstration of all the equipment at the time of hiring and removal and collection of all the equipment after completion of hiring..

DGPS, Echo sounder and Motion Sensor should be calibrated just after installation to the satisfaction of DCIL, Mormugoa Port Trust and their 3rd party surveyors and issue calibration certificates for record.

1. Contractor's price should be inclusive of accommodation, food, transportation etc. all of supply/ caretaking/ take-away personnel and price escalations etc. all. Excluding GST. GST shall be reimbursed at prevailing rate.
2. The contract period is initially for 45 days, extendable by another 15 days on same rate, terms and conditions upon the requirement of DCIL or can be curtailed any time giving three days notice. The contract can be extended one year 2nd year (45 days, extendable by another 15 days) with the same rates, terms and conditions or can be curtailed at any stage at sole discretion of DCI.
3. Necessary port entry passes for the personnel and equipment should be arranged by the contractor himself.
4. The rates quoted by the contractor shall be deemed to have included all costs and expenses, taxes, duties and any levies (State or Central) in connection with the contract except GST. No additional payment other than GST whatsoever shall be paid by DCIL at any stage of work.
5. Necessary permissions for execution of work has to be taken by the contractor at his cost, DCI will facilitate the contractor in getting permission from Mormugoa Port Trust.
6. The tenderer should submit the technical specifications of the survey equipment proposed to be deployed for the subject work in the technical bid.
7. In case of breakdown of any survey equipment, the tenderer shall forthwith replace with spare equipment of similar specifications and continue the work. For this purpose the contractor shall mobilize at no extra cost one set of complete spare back up equipment for uninterrupted survey works.
8. The tenderer shall mobilize the equipment in operational condition within 07 days from the date of issue of work order. The services are required to be carried out following the scope of work and as per the instructions of DCI representative. The period of contract is for 45 days in a year and may extendable for another one year at discretion of DCI in the same manner required for total 2 years.
9. The rates quoted shall be valid throughout the total contract period of one year and extendable for another one year at same rates, terms & condition as per DCIL requirement. With regard to extended period, a work extension order will be issued with a notice period of (07) seven days.
10. The contractor and his employees should strictly follow precautionary measures for "COVID- 19" and shall comply central/state protocol, rules & regulations pertaining to "COVID-19" or any other epidemic/pandemic.
11. If the performance is not satisfactory, the Contractor will be notified in writing of the poor performance to correct it 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.
12. In the event of early completion, temporary suspension of dredging/Project works/or closure of DCIL, Project Office, Goa, the services shall be suspended/ re-commenced/terminated by giving 3 (three) days notice to the Contractor.

13. 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.
14. wages, bonus, beta etc., are to be borne by the Tenderer, and necessary P.F contributions have to be remitted by the Tenderer to P.F. Authority every month, and the details to be submitted along with the monthly bill, failing which DCI shall recover an amount equal to 25.16% of the employees wages, i.e. 12% worker contribution + 12% employer contribution + 1.16% towards inspection charges, (percentage as per Govt prescribed charges from time to time or as amended from time to time by P.F. Authorities). DCI Ltd., will directly deposit such recovered amount to RPFC while settling the bills. The contractor shall furnish driver/employee Aadhar Card having date of birth DD/MM/YYYY format and front page of Bank passbook shall be submitted in advance to generate UAN(Universal Account Number)in EPF Portalif necessary
15. Port entry passes for the equipment, Manpower and other allied equipment's for Bathymetric Survey shall be arranged by Contractor. The Contractor shall abide by all rules and regulations of MormugoaPort.
16. Wages shall be paid by Contractor to the workmen directly without the intervention of any Jamadaror Thekkedarand that the Contractor shall ensure that no amount by way of commission or otherwise deducted or recovered by the Jamadar from the wages of the workmen. The Contractor shall strictly comply with the various provisions of labour welfare statues like:
- (i) Contract Labour (Regulation&Abolition)Act,1970.
 - (ii) Inter-state Migrant Workmen (Regulation of employment and conditions of service) Act, 1947.
 - (iii) Industrial Dispute Act,1947.
 - (iv) PaymentofGratuityAct,1972.
 - (v) EqualRemunerationAct,1976.
 - (vi) Employees P.F. & Misc. Provisions Act,1952.
 - (vii) Minimum Wages Act,1948.
 - (viii) ESIAct,1948
 - (ix) The Employees' Compensation Act, 1923
 - (x) The Indian Arbitration and Conciliation Act (1996)
 - (xi) Or as per relevant act as amended from time to time.

17. Performance Security:

As per GCC clause 14(As per MOF memorandum No.F/9/4/2020-PPD dated.12-11-2020).

18. Price Variation Clause:

No other price variation will be allowed for whatsoever reason during the currency of the contract and the extended period if any.

19. Liquidated Damages:

As per GCC 33.

20. Settlement of Disputes:

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

- i) The decision of the Head of the Department (Operations), DCIL shall be final, conclusive and binding on all parties to the contract upon all questions 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, designs and drawings and instructions concerning the works or the execution or failure to execute the same arising during the course of work and in the maintenance period. 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 the Head of the Department (Operations)/ his authorized representative.
- ii) 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 (i) or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof. This Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre reference period or Pendente lite (pending the litigation). The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

21. DCIL, 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.
22. If any Tenderer backs out after opening of the Tender or after issue of work order or modify his Tender after opening, the EMD of such Tenderer will be forfeited in favour of the Corporation.

23. Compliance with Statutory Requirements (GCC Clause 54)

The contractor shall have the Provident fund registration and GST Registration and submit the same along with the tender. The contractor should follow all the relevant existing PF rules for the personnel while making payments, if he engages any personnel for the above service.

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 work order.

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 RPFC 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

- I. Contribution of the worker - 12%
- II. Matching contribution of the Employer - 12%
- III. Inspection charges payable to RPFC - 1.16%

of labour component value from the bill and remit the amount to EPFO. However, the percentage of recovery will be as per PF rules as amended from time to time. The inspection charges stated above will be as per GOI rules/prescribed rates as applicable from time to time.

24. In case of any accident/injury DCI has to be indemnified from all liabilities towards personnel.
25. DCIL is certified for ISO, ISPS, ISO 9001:2015 and ISO 14001:2015 codes/ standards. The contractor also shall comply all applicable clauses of above codes/standards.
26. The contractor shall pay all Port duties, levies, charges, Licenses, for Port Entry passes for his men and equipment as required from time to time and arrange necessary passes etc. on their own.
27. GST as applicable will be reimbursed to the contractor upon submission of evidence on the GST registration no. of the contractor a/w the GST invoice submitted by him.
28. The payment for the work done will be made on submission of GST invoice, in triplicate and in order with necessary enclosures, after successful completion of work for 30 days as certified by the Project-In-Charge, Mormugoa within a month from the date of submission of the bill, after effecting applicable statutory deductions.
29. The contractor should submit his P.F. Account No., PAN no. and PF UAN (Universal Account No.), GST Registration No., cell phone number and copies of Adhar card, PAN card, 1st page of bank pass book of all personnel to be engaged in DCIL's work before commencement of work.
30. The contractor should pay the PF to his personnel, if engaged and submit evidence along with his work done bill, failing which DCI shall recover an amount equal to 25.16% of the employee wages i.e., 12% towards Worker Contribution + 12% towards Employer's Contribution + 1.16% towards inspection charges or as amended from time to time by the P.F. Authorities. The inspection charges stated above will be as per GOI rules/prescribed rates as applicable from time to time. Such recovered amount will be directly deposited to the EPFO.

SECTION –V TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Same as at Scope of work of Section IV Special Conditions of Contract

PREAMBLE TO PRICE BID

TENDER FOR “*Supply of bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa port*” – REG

1. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
2. No other charges, other than those specified in the tender conditions shall be payable.
3. L-1 bidder will be determined on the “Total amount excluding GST” quoted in BOQ not on item-wise.
4. It is mandatory to quote for each items of BOQ.

**SECTION – VI PRICE-BID
(BILL OF QUANTITIES)**

SECTION VI

BILL OF QUANTITIES (BOQ)/ PRICEBID**Name of work:** Supply of bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa Port.

Sl. No.	Description of Work	Quantity (For one year)	Unit	Basic Rate Per day in figures to be entered by the bidder in Rs. Pexcluding GST(₹)	Amount excluding GST(₹)	
					Total Amount without Taxes in Rs. P	Total Amount In words (For one year)
1	2	3	4	5	6	7
1.01	Supply of one no. Trimble SPS461ModularDGPS with 1m accuracy along with all accessories on daily hire basis to use on board DCIL hired Survey launches at DCIL'sMormugoa Port Project including transportation, installation& demonstration of all the equipment at the time of hiring and removal and collection of all the equipment after completion of hiring.	45	days			
1.02	Supply of one no.ATLAS DESO-30/ODOMEchotrakMK-III dual frequency Echo sounder with accuracy of better than 0.01m along with all accessories including Odom side mounting transducer OTSB200/33-5/23 and calibration bar on daily hire basis to use on board DCIL hired Survey launches at DCIL'sMormugoa Port Project including transportation, installation& demonstration of all the equipment at the time of hiring and removal and collection of all the equipment after completion of hiring.	45	days			
1.03	Supply of one no.TeledyneTSSDMS-25 Motion sensor Supply along with all accessories on daily hire basis to use on board DCIL hired Survey launches at DCIL'sMormugoa Port Project including transportation, installation& demonstration of all the equipment at the time of hiring and removal and collection of all the equipment after completion of hiring.	45	days			
Total Sl.No (1.01+1.02+1.03) Amount excluding GST (For one year)						
Total amount for two years (Excl GST)						

Note: L-1 is determined on the "Total amount for two years excluding GST" and not item-wise.

**SECTION – VII
ANNEXURES**

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

Bank Guarantee No.:

Date:

To
The Dredging Corporation of India Limited,
Dredge House
Main Road, HB Colony,
Seethammadhara
Visakhapatnam-530022.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Corporate office, H.B. Colony Main road, Seethammadhara, Visakhapatnam – 530022 India (herein after called the “DCI”) having agreed to exempt M/s _____ having its Registered Office at _____ (herein after called the said “CONTRACTOR” from the demand under the terms and conditions of an Agreement/Contract/Work Order dated _____ made between DCI and Contractor for “Supply of bathymetry survey equipment to DCI on daily hire basis for project use at Mormugoa port” (here in after called the said “Agreement”), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rupees Only),

1. We _____ (Indicate the 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 by the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We _____ (Indicate 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 undertake to pay to the DCI any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We _____ (Indicate 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.
5. We _____ further agree that the DCI shall have the fullest liberty without our consent and without

affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We,....., lastly undertake not to revoke this guarantee during its currency except with the previous consent of DCI in writing.
8. This guarantee will remain in force until _____. All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs. (Rupees_ Only).

Dated day of 2021 For

(Name of the bank with address)

(Signature of the Tenderer with Official seal)

Annexure-II

FORM OF CONTRACT AGREEMENT

(To be submitted by Successful Tenderer only on receipt of LOA executed on non-judicial stamp paper worth of Rs.100/-)

This agreement made on day of _____ between **M/s. Dredging Corporation of India Limited**, a body under the Companies Act, 1956, having its registered Head Office at 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 of bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa port*” and the Contractor has offered to “*Supply of bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa port*” and where as the CONTRACTOR has deposited a sum of Rs....._as Performance Security in the form of RTGS/NEFT for the due fulfillment of all the Conditions of the Contract:

Now this agreement witness as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract here in 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 (Cover-A, Cover-B) and all enclosures
 - Letter of acceptance/ acceptance
 - Amendments / Corrigendums, if any.
 - Performance security
 - Instructions to Tenderer.
 - Conditions of Contract.
 - Specification for the Works.
 - Price Bid.
 - Work order.
 - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way 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 the Tenderer with Official seal)

PROFORMA FOR EMPLOYMENT OF RELATIVES
(To be given on Service provider's Letter Head)

Date:

To
General Manager (OPS &MKTG)
M/s.Dredging Corporation of India Limited,
Main Road, HB Colony,
Seethammadhara
Visakhapatnam -530022

Sir,

Sub: Tender "*Supply of bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa port*"-Reg.

A. With reference to your Tender No.DCI/HO/OPS/MPT/SUR/2021-22 dated 14.08.2021 and as per GCC Clause 21 of Contract, 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 Shipping, Government of India are given below:

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

Yours faithfully,
(Signature of the Tenderer with Official seal)

*Strike out 'A' or 'B', whichever is not applicable.

PROFORMA FOR UNDERTAKING
(To be given on Service provider's Letter Head)

To
General Manager (OPS &MKTG)
M/s.Dredging Corporation of India Limited,
Main Road, HB Colony,
Seethammadhara
Visakhapatnam -530022

Date:

Sir,

Sub: Tender for "*Supply of bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa port*"—Reg.

With reference to your Tender No.: DCI/HO/OPS/MPT/SUR/2021-22 dated 14.08.2021 and as per Cl.No.22 of GCC, we here by 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 Prevention of Corruption Act in connection with the bid.

and,

As per Cl. No. 43.7 of ITB, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,
(Signature of the Tenderer with Official seal)

ANNEXURE -V

PROFORMA FOR LITIGATION
(To be given on Service provider's Letter Head)

To
General Manager (OPS &MKTG)
M/s.Dredging Corporation of India Limited,
Main Road, HB Colony,
Seethammadhara
Visakhapatnam -530022

Date:

Sir,
Sub: Tender for “*Supply of bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa port*”—Reg.

With reference to your Tender No.: DCI/HO/OPS/MPT/SUR/2021-22 dated 14.08.2021 and as per CI.No.23 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 Official seal)

Annexure-VI

PROFORMA FOR BANK ACCOUNT DETAILS
(To be given on Service provider's Letter Head)

To
The Dredging Corporation of India Limited,
Dredge House
Main Road, HB Colony,
Seethammadhara
Visakhapatnam-530022.

Sir,
Sub: Tender for "*Supply of bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa port*"-
Reg

With reference to your Tender No.DCI/RO/MPT/SUR/2021-22 dated 14.08.2021 and as per Cl. No.12(13) of ITB of Contract, we hereby furnished 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 :

Thanking you,
Yours faithfully,

(Signature of the Tenderer with Official seal)

Annexure-VII

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	

(Signature of the Tenderer with Official seal)

Annexure-VIII

QUALIFICATION REQUIREMENTS

(Referred to in Clause 12.2 of ITB)

Bidders should submit self attested copies of the following documents along with the bid, as an evidence to that effect:

A) Financial Qualifications:

The bidder should furnish audited balance sheet for the last three years for showing that the Bidder have average annual financialturn over of at least **Rs. 4.12 Lakhs** during last 3 years ending 31 March 2020.

B) Experience Qualification:

The documentary evidence of bidder's technical competence should include a Certificate from Employers for having successfully completed works of similar nature.

The certificate should include the following information:

1. Brief description of the work
2. Contract amount
3. Time limit for completion
4. Whether the work has been completed within the time
5. Whether any liquidated damages have been levied.

For showing that the bidder have experience of successfully completed similar type of works during last seven years ending March 2021 in either of the following:

- Three similar completed works each costing not less than **Rs. 5.49 Lakh**

OR

- Two similar completed works each costing not less than the amount of **Rs. 6.87 Lakh**

OR

- One similar completed work costing not less than the amount of **Rs. 10.98 Lakh.**

Similar work means "the work similar to that mentioned under name of work in Section-I, Sl.no.-1 above, for any Government /Semi-Government / Autonomous bodies/ Public Limited Company".

C. Bidder should submit valid documents:

i) Registration of the firm under companies Act.

ii) P.F. registration.

iii) GST registration.

v) PAN card.

vi) Adhar card, PAN card and 1st page of bank pass book of all personnel proposed to be engaged in DCIL's work along with their individual PF UAN (Universal AccountNo.) and cell phone numbers.

(Signature of the Tenderer with Official seal)

Annexure-IX

SPECIFICATIONS OF SURVEY EQUIPMENT PROPOSED TO BE SUPPLIED FOR SUBJECT WORK

Survey Equipment (with all accessories) :

i) DGPS:

ii) Echo Sounder and Transducer:

iii) Motion Sensor:

(Signature of the Tenderer with Official seal)

Annexure-X

TENDER ACCEPTANCE LETTER
(To be given on Service provider's Letter Head)

Date:

To
General Manager (OPS & MKTG)
Dredging Corporation of India Limited,
Main Road, HB Colony,
Seethammadhara,
Visakhapatnam-530022.

Sir,
Sub:-Acceptance of Terms & Conditions of Tender. reg.
Tender Reference No:DCI/HO/OPS/MPT/SUR/2021-22 dated 14.08.2021

Name of Tender/work: "Tender for "Supply of bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa port"-Reg.

Dear Sir,

1. I / We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: <http://dredge-india.nic.in> OR <https://eprocure.gov.in/eprocure/app> given in the above mentioned website(s)
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organisation for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s) of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.
5. In case any provisions of this Tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,
(Signature of the tenderer, with Official Seal)

BID FORM

(To be given on Service provider's Letter Head)

Date: _____

To
General Manager (OPS & MKTG)
Dredging Corporation of India Limited,
Main Road, HB Colony,
Seethammadhara,
Visakhapatnam-530022.

Sir,

Sub: Tender for "Supply Tender for "Supply of bathymetry survey equipment to DCIL on daily hire basis for project use at Mormugoa port-Reg.

Tender Ref: DCI/RO/MPT/SUR/2021-22 dated 14.08.2021

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver as per scope of work in conformity with the said bidding documents for the sum or such other sums as may be as curtailed 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.

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 _____ 2021.

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

(Signature of the Tenderer with Official seal)

CHECK LIST FOR TECHNICAL BID

The “Technical Bid” (Cover A) prepared by the Bidder shall comprise the following components along with Tender document signed by Bidder on all pages:

1. A duly filled and signed Bid Form except the Price Schedule completed in accordance with ITB Clause 12.b
2. A detailed list of equipments available with the tenderer and which are proposed for deployment for the work under consideration including their specification.
3. Documentary evidence (work done should be submitted from employer which comprise of description of work, contract amount, duration of worketc) should be submitted for PQ criteria qualification.
4. List of works tendered for and in hand/being executed as on the date of submission of tender
5. Documentary evidence established in accordance with ITB Clause 16, that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending March2021.
6. Earnest money deposit (EMD) in the form of NEFT/RTGS furnished in accordance with ITB Clause 17.
7. Tender fee Payment details
8. MSME Registration certificate proof for Exception of EMD&Tender fee.
9. PAN Copy.
10. GST Registration Copy and Bank details along with cancelled cheque.
11. Registration with Provident Fund Authorities. If PF registration exempted, relevant exemption letter to be enclosed to Bid.
12. Latest Income Tax Clearance certificate
13. Power of Attorney on stamp paper, 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.)
14. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership Tenders will be accepted only from proprietary firms, firms registered under Company’s Act and partnership firm. In these cases attested proof of partnership deed, certificate of incorporation etc. to be submitted along with the tender.
15. Certificate/undertaking for “relatives”, “litigation”, as per prescribed proforma given in the tender document.
16. Details of Bank Account for Electronic Transfer of payments (Annexure-VI).
17. Check list for Technical Bid.
18. Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer. DCI reserves its right to seek any other details documents to ascertain the competence of the tenderer.
19. Managerial & supervising set up to carry out the scheduled works and acting liaison with DCI representatives
20. Signed blank copy of price format.
21. Vender registration form, as per prescribed proforma given in the tender document.

(Signature of the Tenderer with Official seal)