



DREDGING CORPORATION OF INDIA LIMITED

PROJECT OFFICE: KOCHI

“CHACKALACKAL BUILDING”, 2ND FLOOR
K.P. VALLON ROAD, KADAVANTHARA
KOCHI-682020

E – MAIL ID: pokochi@dcil.co.in

DCI/KOC/OPS/R.BOAT/2021/

Date:23-01-2021

TENDER FOR
SUPPLY, MANNING AND RUNNING OF ONE NO. WOODEN /STEEL /FRP HULL
MECHANISED BOAT OF NOT LESS THAN 60 HP FOR MAKING ROUTINE TRIPS TO THE
DREDGERS DEPLOYED AT COCHIN PORT AND OTHER PROJECT WORKS IN AND
AROUND COCHIN PORT

Period of Contract: Three years (1+2 Years)

Signature of the Tenderer with seal

DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE::KOCHI

DCI/KOC/OPS/R.BOAT/2021/

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

1	Name of Work	:	Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 60 HP for making routine trips to the dredgers deployed at Cochin Port, & other project works in and around Cochin.
2	Period of Contract	:	Period of Contract: One year from date of placing of Work order. Work Order will be issued initially for 1 year & extendable for another two years at discretion of DCI.
3	Estimated Cost *	:	Rs.78,53,400/- for 1 year
4	Cost of Tender *	:	Rs.1,180.00 (Rupees One thousand One Hundred and Eighty only), Including GST, payable by ECS/NEFT/RTGS. Tender Cost is non-refundable even if the tender is cancelled. Exception under MSME towards, EMD, tender fee etc shall be considered with valid documents to the extent permitted by Government
5	Earnest Money Deposit	:	Rs.78,534/- (Rupees Seventy eight thousand five hundred thirty four Only) payable by ECS/NEFT/RTGS. Exception under MSME towards, EMD, tender fee etc shall be considered with valid documents to the extent permitted by Government
6	Validity of the Tender	:	(90) Ninety days from the date of opening of Tender.
7	Last Date & time of submission of Bid and EMD	:	05-02-2021 upto 15:00 Hrs
8	Date and time of opening of technical bid	:	06-02-2021 at 1530Hrs

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<p>Bidders can also pay :</p> <ol style="list-style-type: none"> 1. Cost of Tender documents 2. EMD 3. Performance security 4. Or for any other payments due to be paid to DCIL. <p><i>Scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical Folder</i></p>	<p>Details of Bank account :</p> <p>(a) Name of the Company: Dredging Corporation of India Ltd.,</p> <p>(b) Name of the Bank : Syndicate Bank</p> <p>(c) Branch Name :DCI Ltd. Branch, Port Area, Visakhapatnam-530001</p> <p>(d) IFS Code :SYNB0003583</p> <p>(e) Swift code :SYNBINBB032</p> <p>(f) Account type : Current account</p> <p>(g) Account No. : 35833070000014</p> <p>(h) GST No. :37AAACD6021B1ZB</p>
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Note:

Tenderers shall send mail to treasury@dcil.co.in and pokochi@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.

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PRE QUALIFICATION CRITERIA:

Tenderer should possess the following minimum qualifying requirements:

Financial:

1. Experience of having successfully completed supply manning and running of one No. Steel/Wooden/FRP hull mechanized boat to dredgers/survey launch/jetties during last seven years ending Dec,2020 should be any of the following:-
 - a. Three similar completed works each costing not less than Rs.31.41Lakh.(OR)
 - b. Two similar completed works each costing not less than Rs.39.27 Lakh.(OR)
 - c. One similar completed work costing not less than Rs.62.83 Lakh.
2. Average Annual Financial Turnover of the company for the last three years ending Dec 2020 (FY:2019-20,FY:2018-19 & FY:2017-18 shall be at least Rs.23.56 Lakh.

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. Sealed Tenders are invited under two bid system through E-Tender from the eligible bidders as per eligibility criteria of NIT for the subject work as per the Eligibility Criteria & Scope of Work indicated in ITB & Page 20 . There will be no physical/manual sale of tender document.

The tender document shall be downloaded from our Website. Downloaded document shall be signed and shall 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 tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrollment is free of cost and one time activity only.

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

Project-In-Charge
Dredging Corporation of India Limited
Kochi.

Signature of the Tenderer with seal

INSTRUCTIONS TO BIDDERS

(ITB)

A. Introduction

1. Requirements for participation in e-tenders

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

- 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 bidders premises to access the e-Procurement website. Under no circumstances, DCI shall not 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

- 1.1 This Invitation for Bids is open to all Steel/Wooden/FRP Hull Boat Contractors/ firms who satisfy the conditions stipulated in the bid document.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Dredging Corporation of India Limited (DCI).
- 1.3 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.
- 1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI Clients in accordance with ITB Clause 45.

3. Cost of Bidding

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

B. The Bidding Documents

4. Content of Bidding Documents

The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. 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 Contract (SCC)
- d) Sample Forms containing the following:
 - Bid Form
 - Price Schedule(Schedule of quantity)
 - Pro forma For Bank Guarantee for Earnest Money Deposit
 - Form of Contract Agreement
 - Pro forma For Bank Guarantee for Performance Security
 - Pro-forma for Relatives.
 - Pro-forma for Undertaking.
 - Pro-forma for litigation.
 - Vendor Registration Form.
- e) Check list for Techno-commercial Bid.

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

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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 25-01-2021. The clarifications requested by the bidders will be suitably hosted in DCI website on or before 27-01-2021. 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 websites before submission of bid, from time to time.
- 6.3 In order to afford prospective Bidders reasonable time in which to take the amendment 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 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 complete postal address, e-mail id and mobile number.

12. Documents Comprising the Bid

Online- Two Covers :The offers are to be submitted online through DCI’s e-procurement portal, (<http://dcitendersonline.gov.in>) in two covers.

The Bids shall be in Two Cover System consisting of

- ❖ Technical Bid (Cover A); and
- ❖ Price Bid (Cover B)

12.a Technical Bid (Cover A)

The Cover-I-Technical Bid, contains the pre-qualification criteria and other Technical terms & conditions and other documents. The information desired in page 04 of 43 shall be filled in the prescribed format and uploaded along with the desired documents/ Annexures in the Technical Folder in the order stated ITB clause 12.1 to 12.19. 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.

- 12.1 The “Technical Bid” (Cover I) prepared by the Bidder shall comprise the following components along with Tender document signed by Bidder on all pages:
- 12.2 A duly filled and signed Bid Form except the Price Schedule completed in accordance with ITB Clause 12.b
- 12.3 Documentary evidence (work done should be submitted from employer which comprise of description of work, contract amount, duration of work etc) should be submitted for PQ criteria qualification,
- 12.4 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.

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- 12.5 Copies of original certificates of registration etc., of the Steel/Wooden/FRP Hull Boat which is proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the said Boat, Crew and Third Party, plying license/certificate of survey etc
- 12.6 Copy of clear title of the ownership of the Steel/Wooden/FRP Hull Boat If the tenderer is not the owner of the Boat/Boats, necessary documents in support of the authorization or lease granted by the owner of the said Boat to the tenderer to offer and operate the mechanized Steel/Wooden/FRP hull Boat by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
- 12.7 Proof of regulatory Compliance for operating in waters of Cochin area of Arabian Sea or any other Rules and Regulations in force.
- 12.8 Earnest money deposit through online by NEFT/RTGS to DCI Bank account in accordance with ITB Clause 17.
- 12.9 PAN Copy.
- 12.10 GST Registration Copy.
- 12.11 Bank details along with copy of cancelled cheque.
- 12.12 Registration with Provident Fund Authorities. If PF registration exempted, relevant exemption letter/certificate to be enclosed to Bid.
- 12.13 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.)
- 12.14 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- 12.15 Certificate/undertaking for “relatives”, “litigation”, vender registration form, as per prescribed proforma given in the tender document
- 12.16 Details of Bank Account for Electronic Transfer of payments.
- 12.17 Check list for Technical Bid.
- 12.18 Downloaded Tender Document and amendment/corrigendum, if any, duly signed and stamped on all the pages by tenderer.

12.b Price bid (cover B)

The Cover-II, Price bid, containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on DCI’s e-procurement portal. This will be downloaded by the bidder and they shall quote the rates, taxes etc. for the offered item on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bids of the bidder will have no condition and will consist of prices only. Cover -II (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 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 enclose it in the Price Bid. The bidder should not indicate the prices anywhere directly or indirectly in the Techno Commercial Bid. Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions. Conditional tenders are liable for summarily rejections.

15. Bid Currencies

Prices shall be quoted in Indian Rupees only.

16. Documents Establishing Bidder Eligibility and Qualifications

Pursuant to ITB Clause 12, the Bidder shall furnish, as part of its bid, documents establishing the Bidder eligibility to bid and its qualifications to perform the contract if its bid is accepted.

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

17. Earnest Money Deposit (EMD)

To be deposited by the tenderer only through online by NEFT/RTGS to the DCI Bank details given below within the due date and time for submission of online offer, failing which the online offer will not be considered.

17.1 Pursuant to ITB Clause 12.8, the Bidder shall furnish, the Earnest Money Deposit through RTGS/NEFT to

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DCI Bank account, The Earnest Money Deposit shall not carry any interest. Failure to furnish earnest money and cost of tender documents leads to summarily rejection of respective bids.

- 17.1 The earnest money is required to protect DCI against the risk of Bidder conduct which would warrant the Earnest money forfeiture,
- 17.2 Any bid not secured in accordance with ITB Clauses 17.1 will be rejected by DCI as non-responsive,
- 17.3 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 pursuant without interest.
- 17.4 The successful Bidder earnest money deposit will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 29, and furnishing the performance security,
- 17.5 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 sign the contract in accordance with ITB Clause 42; or
 - ii. to furnish performance security in accordance with ITB Clause 43.

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

An email w.r.t the same is to be sent by the party giving the reference of the tender no. and name of the party, UTR No. to treasury@dcil.co.in and pokochi@dcil.co.in for recording the same. The alpha- numeric unique transaction reference (UTR) should be filled in the Section V and 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, 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:-

For unsuccessful bidders EMD will be refunded through e- payment, after the bidder is declared unsuccessful to the Bank Account of the bidder.

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 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:-

EMD shall be forfeited if any tenderer withdraws their offer before finalization of the tender or fails to submit acceptance of Order and/or fails to submit the Security Deposit within 15 days from the date of order.

21. Period of Validity of Bids

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 in writing or by mail by DCI is made before the expiry of the initial validity period of 120 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before the validity period, the EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.

In case DCI ask for extension in validity of bid, the earnest money deposit provided under ITB Clause 17 shall also be suitably extended.

22. Format and Signing of Bid

Special care shall be taken to write the rates in figures as well as in words in the price schedule such a way that no interpolation is possible. In case of figures words “Rupees” should be written before and words, “Paisa” after decimal figures.

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

Signature of the Tenderer with seal

D. Submission of Bids

23. Submission of Documents:

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

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: -

Bidders are suggested to scan the documents in 100 DPI for maintaining clarity & easy upload. They should check the same regarding the such the clarity and legibility is not lost during scanning. The scanned copies dredger Deadline for Submission of Bids:

Bids must be submitted online before 05-02-2021 or up to 05-02-2021 1500 hrs and date as mentioned above online only. No physical document need to be sent unless asked for. Scanned copy of all the documents to be uploaded online.

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

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

26. Modification of Bids

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

E. Opening and Evaluation of Bids

27. Opening of Bids by DCI

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 dash board under the link “Bid Opening (Live)” and can see the documents submitted by all participating bidders.

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.

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 dash board under the link “Bid Opening (Live)” and can see the Price-Bid/BOQ submitted by all shortlisted bidders.

28. Clarification of Bids

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

V.Satheesh Chander Rao
Deputy General Manger (IT),
Dredging corporation of India limited,
Dredge house,
HB Colony Main Road

Signature of the Tenderer with seal

Visakhapatnam – 530022,
Mobile : 967611224,
e-mail : satishv@dcil.co.in

For Tender related enquiry please contact following person.

Ph: :+91 484 2963032
Email: pokochi@dcil.co.in

29. Preliminary Examination

- 30.1 DCI will examine the Technical Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, etc;.
- 30.2 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.
- 30.3 Prior to the detailed evaluation, pursuant to ITB Clause 31 , 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. DCI 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.
- 30.4 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 price bids of those parties which are opened will be evaluated on the basis of the lowest offer (L-1) of the total net landed cost. In case more than one bid is L1 then the party who has quoted the L1 will be asked to reduce the rates for others suitably so as to be the overall L1. All the L1 parties is the same then all the technically qualified parties will be asked to submit their revised offer so as to arrive at the L1. Even if this fails, then the work will be distributed between the parties who are L1. If any of the L1 party(ies) refuses to do the work then the work will be awarded to the other L1 party(ies). The L1 bidder after reduction will be considered for award of the work.

31. Bid Opening

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 dash board under the link “Bid Opening (Live)” and can see the documents submitted by all participating bidders.

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.

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 dash board under the link “Bid Opening (Live)” and can see the Price-Bid/BOQ submitted by all shortlisted bidders.

32. Shortfall of Documents

DCI may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of Tender Cost/EMD. Request for documents and the response shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with the Purchaser or submission of any additional documents, not specifically asked for by the Purchaser, will be allowed and even if submitted, they will not be considered by the purchaser. These 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 personalised 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 personalised dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload/re-upload the requested documents within the specified period and no additional time will be allowed for on-line

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submission of documents. 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.

33. 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 of non-submission of documents within prescribed time i.e. within 10 days.

34. 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 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, if quoted. If not quoted no GST will be paid and the rate quoted will be construed as inclusive of GST. If quoted the applicable rate of GST will be paid.
- 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. Information/documents are to be furnished serial wise as per the respective annexures of the NIT. If no information or document is applicable against any serial number, please mention – Not Applicable.
- viii. 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).
- ix. As per BOQ In case number of trips per day of 24 hours is less than 5 trips (sl no 1), the short fall trips will be adjusted with additional trip made during that month (sl no 3 & 4) and payment will be restricted accordingly. However, retention charge will be paid whenever there is no trip in a day and additional trips will not be adjusted with those days.
- x. Quantity mentioned in BOQ is indicative and payment will be made on actual service rendered.

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

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

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

F. Award of Contract

36. Post –qualification

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.

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.

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

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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.

Initially contract period is one year and extendable for another two years at discretion of DCI. Contractor has to execute the work as per rates quoted in schedule of rates/Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves right regarding giving extension, deciding period of extension and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.

38. 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 thereby incurring any liability to the affected Bidder or Bidders.

39. Award Criteria:

40.1 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 successful Bidder.

40.2 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 39 of ITB.

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

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

40. Notification of Award

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

The notification of award will constitute the formation of the Contract.

41. Signing of Contract

At the same time as DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement on Non-Judicial Rs.100/- Stamp Paper at his own expense, within 10 (Ten) days of the receipt of notification of award (LoA) from the DCI. Failure of the successful Bidder to execute contract agreement as per conditions of tender within 10 (Ten) days from the date of LoA issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the EMD.

42. Performance Security

Within Ten(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:05, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to furnish performance security within 07 days from the date of LoA issued, shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

43. Failure to perform the contract

If the tenderer makes default in proceeding with the work as per the time schedule mentioned 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 3 (three) 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 with hold any sum due and payable to the tenderer towards the sum as a result 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 submitted by the party and the party will not have any right for the same.

44. Corrupt or Fraudulent Practices

45.1 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:

45.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and

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- 45.3 “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;
- 45.4 Will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 45.5 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.
- 45.6 Furthermore, Bidders shall be aware of the provision stated in Clause 21.1 of the General Conditions of Contract.
- 45.7 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 Shipping, 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.
- 45.8 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 PC Act in connection with the bid.
- 45.9 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.
- 45. General:**
- 49.1 Bid Documents are not transferable.
- 49.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.
- 49.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.
- 49.4 All Tender Documents shall be treated as private and confidential and must be returned back to DCI, without defacing or altering.
- 49.5 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.
- 49.6 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.
- 49.7 After award of work, all correspondences must be made to the Project office, Kochi.

GENERAL CONDITIONS OF CONTRACT

1. The bids will be opened on 06-02-2021 at 15:30 Hrs in the office of “M/s. Dredging Corporation of India Limited, Chackalackal, Building, 2nd Floor K.P.Vallon road, Kadavanthara, Kochi – 682020”, in presence of bidders who may wish to be present.
2. The tenderer should study the tender documents carefully; understand the General and Special conditions of contract 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. Rates quoted by the tenderer in Item-Rate in figures and words shall be carefully filled in, so that there is no discrepancy in the rates written in figures and words. However, if any discrepancy is found, the rates written in words shall be taken as correct.

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

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- The Workmen 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)

5. **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 10% 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.

- 5.1 The scanned copy of the UTR for Security Deposit payment document must be intimated to the Company. Physical mode of payment i.e Banker cheques or Demand drafts are not acceptable.
- 5.2 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.
- 5.3 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 enforceable at Visakhapatnam.

6. **Security Deposit:**

- 6.1 Security deposit of 5% of billed value shall be deducted from each running account bill.
 - 6.2 Security Deposit will not carry any interest. On successful completion of contract, the Security Deposit will be refunded to the contractor upon submission of "No dues and No claims" certificate.
 - 6.3 DCI shall be at liberty to deduct appropriate from the Security/ Performance Guarantee Deposit such sums as are due and payable by the successful tenderer to the company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit.
 - 6.4 DCI shall be at liberty to encash the Bank guarantee either in part/full after providing a notice period of seven days to the party to rectify the defect/deficiency/non-performance or any other action/inaction of any of the terms and conditions of the tender document and/or agreement entered into subsequently thereafter. However if the defect/deficiency/non-performance or any other action/inaction is such that it is to be rectified immediately then the period of seven days is not necessary and the said Bank Guarantee can be enforced forthwith.
 - 6.5 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit (EMD).
7. The Bank Guarantee shall remain valid for a period of three months beyond the original contract period 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 from the date of commencement of service.
 8. BG will be continued for 2nd and for 3rd 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.
 9. 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.
 10. The performance security & upon submission of all contract obligations etc., security deposit will

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- refunded after completion contract without interest.
11. The tender containing uncalled for remarks or any counter conditions are liable for summary rejection.
 12. 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**)
 13. 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 PC Act in connection with the bid. (**Annexure-IV**)
 14. The Tenderer shall disclose any information regarding any **current litigation** in which the tenderer is involved.(**Annexure-V**)
 15. 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.
 16. The Tenderer shall not sub-let the work or any part of the work without prior permission of the Corporation.
 17. **Settlement of Disputes/Arbitration clause**
 - a) In case of dispute between DCI and the contractor for contract upto Rs.10 Crores, the issue will be referred to Chief General Manager (CGM), Dredging Corporation of India Limited and the decision of of CGM 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, design, drawings and instructions concerning the works or the execution 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 Chief General Manager (CGM).
 - b) Any dispute or difference arises between the DCI and the contractor in connection with the contractor as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Chairman and 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.
 - c) 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 re-enactment 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 pendent. 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.
 18. 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.
 19. 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, if any deficiencies pointed out by the representatives of the Corporation, should rectify forthwith.
 20. Tenderer shall not be permitted for any change in the constitution of the tender except with the clear written consent of DCI.
 21. 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.
 22. The Contactor will be responsible for loss/damage of property or life because of negligence of his employees or poor maintenance of boats or due to an accident. The corporation would not be responsible for loss/damage to property or life in account of such incidents.

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23. **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.
24. **Liquidated Damages:** In case of any delay in commencement/non-supply of manning and running of one No. Steel/Wooden/FRP hull mechanized boat in specified time, liquidated damages @ 1% per week or part thereof, up to a maximum of 10% of the billed value shall be levied on contractor by DCI.
25. 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.
26. Proof of experience in similar job(s) having executed such job(s) satisfactorily during last seven years, as per page 3
27. In case, tenderer backs out after opening the tender or after issue of work order or modify his tender after opening, EMD of such tenderer shall be forfeited in favor of the corporation.
28. Upon opening technical bid, in case the tenderer not submitted their credentials and necessary required documents, specified time will be given for submission of documents. In case parties are failed to submit within the above specified time, their bid shall be summarily rejected.
29. **Applicable Law**
The Contract shall be interpreted in accordance with the laws of Republic of India.
30. **Taxes and Duties**
The contractor shall pay all taxes including, levies, duties, etc. which he may be liable to pay to the State Government or Government of India or any other authority under any law for the time being in force as on the date of submission of tender in respect of or in accordance with the execution of contract but excluding GST If any new taxes and/or increase in existing taxes and duties are imposed subsequently by Central/State Government which will be applicable to this contract. The same shall be payable by DCI to the Contractor
31. **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.
32. **Breach of Contract:**
In the event of any breach of contract on the part of the contract, the Corporation reserves the right to forfeit the entire performance security deposit including converted EMD amount.
DCIL also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer. Further, the firm /contractor will be blacklisted and prevented from participating in the future tenders of the Corporation for a specified period. The period of blacklisting and manner of black listing shall be decided by the competent authority.
33. **Health and sanitation:**
The contractor shall comply with all statutory requirements in respect of the health and sanitation of his employee.
34. **Recoveries:**
On post-check of any bill, if it is found sum be recoverable from the contractor the same shall be recovered from any sum due to the contractor against any bill of the contractor or from his security deposit and or from any other contract with corporation and/or demand.
35. **Interpretation of Contract Document**
Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy; DCI shall have the power to correct the same and their decision shall be final and binding on the parties to the Contract.
36. **Contract Amendments**
No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties

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37. Payment:

- 37.1 The Bidder's request(s) for payment shall be made to the Project In-Charge, DCI Kochi, in writing, accompanied by an invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract.
- 37.2 The Bill for Services rendered/ payment will be on monthly basis upon prompt submission of invoices timely and with all the necessary supporting documents. Viz work done certificate/ logbook shall be certified and stamped by Site-In-Charge/ Master or the person nominated by the Project Manager, Cochin. Delayed invoices and the invoices submitted without necessary supporting documents shall not be considered and be returned back to the contractor.
- 37.3 No cash payment or Advance for the work done or any other advance whatsoever will be payable to the Contractor.
- 37.4 The log books/daily trip sheet shall be certified by master of the dredger for every trip made as per the work order. The payment will be made only for the certified trips.
- 37.5 Payments shall be made within thirty (30) days from the date of receipt of invoice/claim by the contractor, provided the invoice is in order and complied with all required enclosures.
- 37.6 The logbook is to be maintained by the contractor on daily basis for the each trip of routine service to the dredger or any activity for which the boat is utilized other than routine trips to dredger, etc shall be recorded and duly signed and certified by the Site In-charge or Master and must be submitted along with the Bill for the purpose of payment of services provided to be certified by DCI representative on daily basis and must be submitted in original along with the monthly invoice.
- 37.7 Monthly bills to be submitted to DCI on or before 7th of every month without fail .
- 37.8 In case number of trips per day of 24 hours is less than 5 trips, the short fall trips will be adjusted with additional trip made during that month and payment will be restricted accordingly on pro-rata basis.
- 37.9 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 cl.38 of GCC.
- 37.10 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.
- 37.11 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

38. Provident Fund Contributions:

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.

A Certificate from the Regional Provident Fund Commissioner (RPFC) shall be furnished by the contractor stating that PF has been deducted from the employees and remitted to the concerned RPF Commissioner along with PF Number before releasing any payment to the Contractor. If the contractor fails to adhere to this condition, DCI shall deduct 25.16%, namely

- 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 DCIL, ECPF Fund. However, the percentage of recovery will be as per PF rules vary from time to time. The inspection charges stated above will be as per GOI rules/prescribed rates as applicable from time to time.

39. Termination for Insolvency

DCI may at any time terminate the Contract by giving written notice of 07 days to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent,

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provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DCI.

40. Termination for Default

- i. 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:
- ii. If the Contractor fails to provide the service within 15 days, or within any extension thereof granted by DCI
- iii. If the Contractor fails to perform any other obligation(s) under the Contract.
- iv. If the Contractor, in the judgment of DCI, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- v. In the event DCI terminates the Contract in whole or in part, DCI may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to DCI for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.
- vi. DCI may at any time terminate the contract by giving written notice of 14 (Fourteen) 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 supply of manning and running of one No. Steel/Wooden/FRP hull mechanized boat to DCI dredgers within the period of 24 hours.
 - iii) Stoppage of work by DCI due instructions from Cochin Port Trust etc.

41. Force Majeure

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

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

42. Insurance

- i. The contractor shall without limiting his or DCI obligations and responsibilities insure in the joint names of the contractor and DCI:
- ii. The contractor equipment and other things brought on to the site by the contractor for the sum sufficient to provide for their replacement at the site.
- iii. 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) besides insurance coverage's for the Hull and machineries for the boat identified and engaged at site.
- iv. 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).
- v. The boat shall have required number of life jackets, safety devices, fenders, guards, anchors etc. The boat along with crew and passengers upto 15 Nos. shall be insured for any mishaps.
- vi. 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 project office Cochin within 10 days of issue of work order without which the bills may not be accepted.
- vii. 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.
- viii. If the contractor fails to effect and keep in force any of the insurances
- ix. 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.
- x. In the event that the contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, the contractor shall indemnify DCI against all losses and claims arising from such failure.

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43. **Termination for Convenience**

The DCI may, by written notice sent to the Contractor, terminate the Contract within 7 days from notice period, in whole or in part.

The notice of termination will specify that termination is for the DCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

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SPECIAL CONDITIONS AND SPECIFICATIONS

SCOPE OF WORK

Dredging Corporation of India Ltd., (DCI) having its Corporate Office at Visakhapatnam shall be taking up Maintenance dredging work at Cochin Port Trust, Cochin Shipyard & Southern Naval Command. In this regard, DCI required “*Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 60 HP for making routine trips to the dredgers deployed at Cochin Port, & other project works in and around Cochin for the period of 2021-2022*” from the competent bidders.

The Mechanized boat not less than 60 HP having an average speed of 8 knots is required on hire basis for project use at Kochi. The Boat is required mainly for making routine trips for transportation of men and material from shore to dredgers/Survey Launch/jetty specified by Project Manager/official nominated by Project Manager Kochi. The boat should be standby at the designated jetty/anchorage/shore site around the clock throughout the contract period. The boat shall be utilized for carrying men, workshop personnel, ship crew , port user/authorities, MMD/IRS/KIV Surveyors , DCI officials and materials like steel plates , pipes , ships provision, tools and tackles of workshop, defective and repaired machines/equipments ,spares and stores received from our suppliers/ central stores complex/other project offices etc gas cylinder etc

The period of contract is for one year and extendable for another two years at discretion of DCI in the same manner required for total 3 years.

1. The wooden /steel /FRP Hull mechanized boat shall having following amenities/arrangements/provisions to utilize for project works.
 - i) The offered boats should be capable to ply in all sea and weather conditions of all the seasons. The boat for the above purpose shall be deployed to carry out DCI intended works at Kochi Port waters throughout the contract period including extension period if any.
 - ii) The boat should be maintained in hygienic condition and Sanitizers, Fresh drinking water ,First aid kit should be available on boat throughout the contract period.
 - iii) All the required statutory certificates and insurances must remain valid throughout the entire period of contract, including extension period, if any.
 - iv) The Horse Power should not be less than 60 HP with a minimum speed of 8 knots and draft should not be more than 1.50 meter.
 - v) Ample space for seating with hygienic condition.
 - vi) The boat should have cabin for men with ample space.
 - vii) Communication system, statutory requirements such Life Saving Appliances, Fire Fighting Appliances and experienced helmsman as per relevant rules.
 - viii) Good maneuverability and Ample space for transporting of men, material, stores, spares, etc.
 - ix) Suitable arrangements for towing such as Bollards sides (PORT and STBD) on aft & forward and should be capable of pull / push / shift DCI Survey Launch whenever required.
 - x) At least two DC power points of 24 Volts and AC power 230 Volts each should be available in the wheel house for connecting hydro graphic survey equipments to use the boat for surveys.
 - xi) Necessary alterations for fixing of Survey equipments will be on account of contractor, if required by DCI. Offered boat for hydrographic survey should have speed not less than 8 Knots with sufficient control of maneuverability at low speed (1-2 knots) and draft not more than 1.5 m
 - xii) The crew provided for manning the Boat should be proficient in Hindi/English and must obey DCI instruction received and should not be argumentative in nature causing delay in work.

Signature of the Tenderer with seal

- xiii) Copies of Original Certificates of such as Insurance of Boat & Machinery, (Form I -Book of Registry), (Form-II -Certificate of Registration of Boat) (Form-III Boat License) issued by IWT and Form A –Plying Permission issued by DC, Cochin Port Trust should remain valid throughout the entire period of contract & extended period if any.
 - xiv) The Boat should be of sufficient length & width and robust in construction and should withstand sea rolling, swell and wave condition at open sea during all season.
 - xv) Boat should have minimum carrying capacity of 2(Two) Ton from shore to vessel or vessel to vessel as and when required along with routine trips.
 - xvi) The Boat should be adequately lit as per port rules/ Concern Authority norms and regulations and Navigation Lights must work properly.
 - xvii) Good communication system should be available onboard.
 - xviii) Maintain Log book/register on board routine boat for the trips made and should be duly signed by master of vessel with reason for the service.
 - xix) Whenever any mails/spares/stores etc., sent by vessels through routine boat the same should be detailed in a separate register with signature of sender and receiver should also sign on the register.
 - xx) Sufficient rubber fenders , all around the boat should be available provided all the times, so as to avoid any damage to our dredgers /port property etc
 - xxi) Contractor should offer alternate boat for inspection in addition to boat intended for routine works.
 - xxii) Separate boat with required capacity should be provided for diving/outer channel trips/conducting hydrographic survey/ towing etc
2. The Boat shall be used on daily basis (24Hrs) as per the requirement of Master of the dredger / Project Manager / DCI representative. However, the actual requirement may vary depending upon the actual operational requirements of the DCI dredgers,
 3. The Tenderer shall be deemed to have inspected the site and acquainted himself with the scope of work, sea and weather conditions and other local conditions affecting the supply of boat before submission of Tender. Claim made on account of any variation in conditions and insufficiency of the above data shall not be entertained.
 4. Contractor shall be responsible for timely supply of boat without any interruption to the routine trip to DCI Dredger, diving, Survey works and other project works on as and when required basis.
 5. During the breakdown of the boat, a substitute boat of capacity equivalent or more meeting tender specifications shall be arranged at his own cost and shall ensure that there is no interruption in supply of boat. If the breakdown is short period, in such cases breakdown period shall be deducted on pro rata basis for non-availability of boat(s).
 6. In case the Tenderer fails to supply a substitute boat, the Corporation without prejudice to rights and other remedies available under the contract reserves the right to get the boat supplied through other Agencies at the risk and cost of the contractor and to deduct the difference in sums from the contractor from his bills or from any amounts due to the contractor. In the event of any dispute arising in this regard, the decision of the Project Manager, PO Kochi shall be final and binding on both the parties.
 7. On opening of technical bids, at the instructions of DCI and as a part of technical evaluation, the participated tenderers shall arrange the boat ready and available for inspection within 05 days from the date of opening of Technical Bid. And produce all statutory original valid certificates such as boat registration certificate, plying license, Insurance, competency and certificates of boat, crew testimonials and Ownership document of the boat etc.
 8. The Tenderer shall arrange for inspection and trial run of the boat along with relevant documents for

Signature of the Tenderer with seal

the committee or the nominated representative (s) of DCI at his cost and all other related expenses are to be borne by the Tenderer. The DCI inspection team will inspect offered boat of participated tenderers after opening technical bid. The decision of Regional General Manager, Kochi about the suitability of the boat will be final.

9. The Boat should be of shallow draught, not more than 1.50 meters and should ply in shallow water within Cochin Port waters.
10. The Boat must have good seating arrangements for not less than 15 persons either in a separate cabin or space or canopy should be provided for protection of men and materials from rain/sun.
11. In case of curtailment of the contract period, the contractor shall be informed of the same in advance by serving 3 days notice of termination. In either case the contractor shall not have any additional claim whatsoever. Contract shall be terminated by giving 3 days notice by the Project Office, Kochi, if the services of the contractor are found to be inadequate or unsatisfactory or in violation of the terms/conditions of the contract, without prejudice to its rights and remedies.
12. In the event of temporary suspension due to discontinue of the project work/ during major break down of DCI dredger / local problems etc , the contract shall be suspended temporarily by giving 3 days notice to the contractor and 3 days notice for resuming the work.
13. The Crew members employed by the Tenderer should also have valid certificate / license as required by Cochin Port / relevant Authorities.
14. In case of failure to arrange substitute boat or due to poor performance / frequent break downs, the corporation will have the right to terminate the contract and take suitable remedial measures at the risk and cost of the contractor and EMD , Performance Security as well as SD will be forfeited.
15. In case of requirement of additional boats if any, the contractor shall arrange the additional boat with the same tender specifications at agreed rates, terms and conditions of existing contract within one day from date of receipt of instruction /notice from DCI by email/phone.
16. The intended Boat should possess valid Statutory Certificate for registered authority, IWT, Kerala state, Port department i.e. (Form-I -Book of Registry-), (Form-II - Certificate of Registration of Boat) (Form-III- Boat License) issued by IWT and Form A –Plying Permission issued by DC, CoPT & Boat Insurance valid throughout the entire period of contract & extended period if any.
17. The contractor should make his own arrangement at his cost for suitable berth for his Boat during working/non-working time, repairs and maintenance, breakdown and any other purpose when the same is not engaged. Jetty charges if any should be borne by the contractor.
18. DCI will not responsible for any type of CISF and PORT/ADMINISTRATIVE AUTHORITY problem related to the Boat/Boat operation.
19. Placing and tie-up/securing of proposed Boat is fully bidder's responsibility. All the permission and other formalities will be taken by the bidders. For the same DCI will not pay any other extra payment.
20. The rates quoted shall be valid for the total contract period of two years and one more year extendable at same rates, terms & condition as per our requirement.
21. With regard to extended period, a work extension order will be issued with a notice period of (07) seven days.
22. The original contract/extended contract can be curtailed at any stage as per the discretion of DCI and in this regard a notice period 7 days will be given.
23. The rates quoted should be inclusive of cost of fuel and lubricants , assisting accessories, wages, repairs, servicing, labour, maintenance, Port passes, port entry/exit permissions, Helmsman, operators, excluding GST. No escalation shall be payable due to hike in cost of fuel, engine oil, labour, material etc. The rates quoted/agreed shall be firm throughout the contract period including extension period and no enhancement in rates shall be entertained due to any reason.

Signature of the Tenderer with seal

24. The helmsman and crew member, operators employed by the contractor should also have valid certificate/license as required by Cochin Port/DCI Ltd.
25. The crew provided for manning the boat should be qualified, experienced and competent to operate the boat.
26. The Boat must fulfill all the necessary oil Pollution prevention regulations in force.
27. All statutory Taxes, duties (Central/State) except GST in respect of this contract will be deemed to be inclusive in the quoted rate and the same will be payable by the contractor and DCI will not entertain any claim whatsoever in this respect.
28. The wages, overtime, bonus, for his employees shall be paid by the Contractor and the rates quoted are deemed to have included the same.
29. The contractor and his employees should strictly follow precautionary measures for “COVID- 19” and shall comply central/state rules & regulations pertaining to “COVID-19” or any other epidemic/pandemic.
30. If the performance is not satisfactory, the Contractor will be notified in writing of the poor performance to correct it or to and in case the Contractor fails to improve the performance of the services, the DCI reserves the right to cancel the contract immediately after expiry of notice period and the Performance Security & Security Deposit may be forfeited.
31. In the event of early completion, temporary suspension of dredging/Project works/or closure of Kochi Project Office, the services shall be suspended/ re-commenced by giving 3 (three) days’ notice to the Contractor.
32. If any new taxes and/or increase in existing taxes and duties are imposed subsequently by Central/State Government which will be applicable to this contract. The same shall be payable by DCI to the Contractor.
33. If any sum recoverable from the contractor, the same shall be recovered from the sum due to the contractor against any current bill of the contractor and/ or from his Security Deposit/ or from any sums payable from other contracts with Corporation and shall be paid on demand as debt due to the Corporation.
34. 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.

35. **Sunken Equipment:**

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

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

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

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

Signature of the Tenderer with seal

BID FORM

Date: _____

To

Project-In-Charge
M/s.Dredging Corporation of India Limited,
Project Office : Kochi
Chackalackal Building, 2nd Floor,
K.P.Vallon Road,
Kadavanthara, Kochi-682020.

Sir,

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 seal

DREDGING CORPORATION OF INDIA LIMITED

PROJECT OFFICE: KOCHI

Name of the work: “Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 60 HP for making routine trips to the dredgers deployed at Cochin Port, & other project works in and around Cochin”.

Period of Contract: Three years (1 year initially and extendable for further two years on yearly basis)

Sl. No.	Item	Unit	Approx. Qty per year	Rate (Rs.) (in figures) (in words)
1.	The Daily hire charges of the Steel/ Wooden/FRP coated hull mechanized boat of not less than 60 HP including cost of fuel, manning, repairs, maintenance etc all complete, for the entire period of contract including extension period, for making up to max 5 trips per day of 24 Hrs towards routine trips from boat jetty to dredger and back to jetty or from dredger to dredger	Per day of 24 hrs (for up to 5 trips) *	372	
2	The Daily hire charges/Retention charges of the Steel/ Wooden/FRP coated hull mechanized boat of not less than 60 HP including cost of fuel, manning, repairs, maintenance etc all complete, for the entire period of contract including extension period, when there is no trip in a day.	Per day of 24 hrs	12	
3.	Each additional routine trip beyond 05 trips in a day of 24 hours (jetty to dredger and back)	Each additional trip	1116	
4	Trips charges for touching dredger to dredger working at cochin channel	Each trip	288	
5	Outer anchorage routine trip to dredgers (not less than 200hp, twin screw) when DCI vessels anchored at outside of CoPT.(Say 6 trips in a month)	Each trip	48	
6	Touching dredger to dredger while performing routine trips to dredgers anchored outside as per item no 5 above.	Each touching	12	
7	While boat using for diving works for DCI Vessels, IRS surveys etc. (Say 12-15 hrs in a month)	Per Hour	540	
8	For connecting materials to DCI dredgers/DCI Survey launches at inner channel.	Per trip	36	
9	For connecting materials to DCI dredgers/DCI Survey launches at outer channel(twin screw boat).	Per trip	24	
	Total Amount for one year(Excluding GST)			
<u>Optional items</u>				
10	Supply, Manning & running of 1 no Steel/Wooden/FRP coated hull mechanized boat with speed not less than 8 Knots with sufficient control of maneuverability at low speed (1-2 knots) and draft not more than 1.5 m, including cost of fuel, manning, repairs, maintenance etc all complete, for the entire period of contract including extension period			

Signature of the Tenderer with seal

	(a) For conducting survey at inner channel(single screw boat of not less than 60 HP) (Utilization will be max 5 hrs per day for 10 days in a month)	Per hour	420	
	(b) For conducting survey at outer channel(twin screw boat of not less than 200 HP) (Utilization will be max 8 hrs per day for 10 days in a month)	Per hour	480	
11	Charges towards towing of DCI Survey launch/any other floating craft	Per hour	48	

Note:

- 1) Above quoted rates are fixed for entire contract period of 3 years.
- 2) * In case number of trips per day of 24 hours is less than 5 trips (sl no 1), the short fall trips will be adjusted with additional trip made during that month (sl no 3 & 4) and payment will be restricted accordingly. However, retention charge will be paid whenever there is no trip in a day (sl no 2) and additional trips will not be adjusted with those days.
- 3) Sl.no.5 to 9 shall be operated only as and when required.
- 4) Sl no 10 and 11 is optional and will not be considered for evaluation purpose
- 5) Rate quoted should be excluding GST.

Signature of the Tenderer with seal

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

1. Name of bidder :
2. Name of the Boat :
3. Name of the owner :
4. Builder's name and Address :
5. Year of built :
6. Main dimensions :
 - Length :
 - Breadth :
 - Depth :
 - Draft :
 - Steel/Wooden/FRP hull :
7. Model & year of manufacture of Engine. :
8. Make of Engine :
9. Horse Power of Engine :
10. Maximum Speed of Boat :
11. Particulars of registry of Boat and year of registry. :
12. Single screw or twin screw :
13. (a) Carrying capacity of persons :
(b) Carrying capacity of equipment and material :
14. Communication system held in operational condition on board. :
15. LSA(Life Saving Appliances)
FFA (Fire Fighting Appliances) :
16. Place where the Boat is presently available :

NOTE:

If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the boat/boats should be submitted on stamp paper duly notarized should be enclosed with the bid.

Signature of the Tenderer with seal

FORM OF BANK GUARANTEE
(IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.:

Date:

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

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPEMINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the “DCI”) having agreed to exempt M/s _____ having its Registered Office at _____ (herein after called the said “CONTRACTOR” from the demand under the terms and conditions of an Agreement/Contract/Work Order dated _____ made between DCI and Contractor for “Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 60 HP for making routine trips to the dredgers deployed at Cochin Port, & other project works in and around Cochin” (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 here in after referred to as “the Bank” at the request of M/s. _____ (Contractor) do here by undertake to pay to the DCI an amount not exceeding Rs. (Rupees _____ Only) against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).
3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor 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 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, we shall be discharged from all liability under this guarantee thereafter.

Signature of the Tenderer with seal

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 seal

FORM OF CONTRACT AGREEMENT

This agreement made on day of _____ between **M/s. Dredging Corporation of India Limited**, a body under the Companies Act, 1956, having its 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, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 60 HP for making routine trips to the dredgers deployed at Cochin Port, & other project works in and around Cochin*” and the Contractor has offered to “*Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 60 HP for making routine trips to the dredgers deployed at Cochin Port, & other project works in and around Cochin*” 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 witnesseth 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.
 - 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.

Signature of the Tenderer with seal

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

CONTRACTOR

EMPLOYER

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Seal :

Seal :

In the presence of Witness

Signature :

Signature :

Name & Address :

Name & Address :

Signature of the Tenderer with seal

PROFORMA FOR EMPLOYMENT OF RELATIVES

Date:

To
Project-In-Charge
M/s.Dredging Corporation of India Limited,
Project Office : Kochi
Chackalackal Building, 2nd Floor,
K.P.Vallon Road,
Kadavanthara, Kochi-682020.

Sir,

Sub: Tender for “*Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 60 HP for making routine trips to the dredgers deployed at Cochin Port, & other project works in and around Cochin*” initially for the period of one year and extendable for another two year”–Reg.

With reference to your Tender No.: DCI/KOC/OPS/R.BOAT/2021/ dated 23-01-2021 and as per Cl.No.12 of GCC, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd. and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘OR’

We hereby certified that my relative(s) working as Officer in Dredging Corporation of India Ltd. is given below:

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

*Strike out whichever is not applicable.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of the Tenderer with seal

PROFORMA FOR UNDERTAKING

Date:

To
Project-In-Charge
M/s.Dredging Corporation of India Limited,
Project Office : Kochi
Chackalackal Building, 2nd Floor,
K.P.Vallon Road,
Kadavanthara, Kochi-682020.

Sir,

Sub: Tender for "*Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 60 HP for making routine trips to the dredgers deployed at Cochin Port, & other project works in and around Cochin*" initially for the period of one year and extendable for another two year"—Reg.

With reference to your Tender No.: DCI/KOC/OPS/R.BOAT/2021/ dated 23-01-2021 and as per Cl.No.13 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 PC Act in connection with the bid.

and,

As per Cl. No. 13 of GCC, 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 seal

Signature of the Tenderer with seal

PROFORMA FOR LITIGATION

Date:

To
Project-In-Charge
M/s.Dredging Corporation of India Limited,
Project Office : Kochi
Chackalackal Building, 2nd Floor,
K.P.Vallon Road,
Kadavanthara, Kochi-682020.

Sir,

Sub: “Tender for “*Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 60 HP for making routine trips to the dredgers deployed at Cochin Port, & other project works in and around Cochin*” initially for the period of one year and extendable for another two year”–Reg

With reference to your Tender No.: DCI/KOC/OPS/R.BOAT/2021/ dated 23-01-2021 and as per Cl.No.14 of GCC, we hereby certified that, we do not have any current litigation with any party/firms.

‘OR’

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

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

*Strike out whichever is not applicable.

Thanking you,

Yours faithfully,

Signature of the Tenderer with seal

Signature of the Tenderer with seal

FORM FOR VENDOR CODE CREATION/CHANGES IN ERP			
<u>1.0 VENDOR DETAILS:</u>			
Name of the Vendor		* Vendor Code	
Address (including PIN code)			
Mobile Number		Email ID	-
<u>2.0 Taxation and Other Registration Details : (Supporting copies needs to be attached)</u>			
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			
<u>3.0 Bank Details : (Copy of cancelled cheque needs to be attached)</u>			
Bank Name, Branch & City			
Bank Account Number		IFSC Code	

Signature of the Tenderer with seal

BANK ACCOUNT DETAILS

To
Project-In-Charge
M/s.Dredging Corporation of India Limited,
Project Office : Kochi
Chackalackal Building, 2nd Floor,
K.P.Vallon Road,
Kadavanthara, Kochi-682020.

Sir,

Sub: Tender for “Supply, manning and running of one No. Steel/Wooden/FRP hull mechanized boat of not less than 60 HP for making routine trips to the dredgers deployed at Cochin Port, & other project works in and around Cochin” initially for the period of one year and extendable for another two year”–Reg.

With reference to your Tender No. DCI/KOC/OPS/R.BOAT/2021/ dated 23-01-2021 and as per Cl. No.12.16 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 seal

Signature of the Tenderer with seal

CHECK LIST FOR TECHNICAL BID

- 1 The “Technical Bid” (Cover I) 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 completed in accordance with ITB Clause 12.b
- 3 Documentary evidence (work done should be submitted from employer which comprise of description of work, contract amount, duration of work etc) should be submitted for PQ criteria qualification,
- 4 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.
- 5 Copies of original certificates of registration etc., of the Steel/Wooden/FRP Hull Boat which is proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering the said Boat, Crew and Third Party, plying license , certificate of survey etc.
- 6 Copy of clear title of the ownership of the Steel/Wooden/FRP Hull Boat If the tenderer is not the owner of the Boat/Boats, necessary documents in support of the authorization or lease granted by the owner of the said Boat to the tenderer to offer and operate the mechanized Steel/Wooden/FRP hull Boat by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
- 7 Proof of regulatory Compliance for operating in waters of Cochin area of Arabian Sea or any other Rules and Regulations in force.
- 8 Earnest money deposit through online by NEFT/RTGS to DCI Bank account in accordance with ITB Clause 17.
- 9 PAN card Copy.
- 10 GST Registration Copy.
- 11 Bank details along with cancelled cheque.
- 12 Registration with Provident Fund Authorities. If PF registration exempted, relevant exemption letter/certificate to be enclosed to Bid.
- 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.
- 15 Certificate/undertaking for “relatives”, “litigation”, vender registration form, etc as per format at Annexure
- 16 Details of Bank Account for Electronic Transfer of payments as per format at Annexure
- 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 to be uploaded.

Signature of the Tenderer with seal