

**DREDGING CORPORATION OF INDIA LIMITED**  
**“DREDGE HOUSE”, PORT AREA**  
**VISAKHAPATNAM**

DCI / IDD / S.LAB / CALI /2020

Date: 28-01-2020

**Tender For**

**Calibration and certification of Soil Mechanics laboratory equipment at HO DCIL, Visakhapatnam.**

**Due Dates:**

1.	Issue of Tender documents	:	28-01-2020 to 10-02-2020 up to 1800 Hrs
2.	Last date for receipt of Tenders by DCIL	:	11-02-2020 up to 1500 Hrs.
3.	Opening of Tenders	:	11-02-2020 at 1530 Hrs.

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Joint General Manager (OPS)  
Dredging Corporation of India Ltd.  
Dredge House, Port Area,  
Visakhapatnam – 530 001

Signature of the Bidder with seal

**SECTION - I**  
**Notice Inviting Tender (NIT)**

Sealed tenders are invited in **Two Cover System, i.e., Cover-A “Techno-Commercial Bid” and Cover-B “Price Bid”**, by Dredging Corporation of India Limited (DCIL), Visakhapatnam from the relevant firms to undertake the following work:

1. **Brief particulars:**

A	<b>Name of Work</b>	:	Calibration and certification of Soil Mechanics laboratory equipment at Head Office DCIL, Visakhapatnam.
B	<b>Period of contract</b>	:	15 days from the date of <i>issue</i> of work order including submission of Agreement and Performance security.
C	<b>Cost of Tender Document</b>	:	<b>Rs. 295</b> /- (Rupees two hundred and ninety five Only) inclusive of GST (non-refundable) to be remitted to the account details mentioned at sl.no. D below through e-payment (NEFT). The confirmation of receipt is to be obtained by the Bidder from DCI HO's e-mail id- treasury@dcil.co.in and shall be enclosed with the tender along with electronic receipt/ UTR.
D	<b>Earnest Money Deposit</b>	:	<b>Rs 5,000/-</b> (Rupees Five Thousand only) is to be remitted to the account given below through e-payment (NEFT/RTGS). The confirmation of receipt is to be obtained by the Bidder from DCI HO's e-mail id- treasury@dcil.co.in and shall be enclosed with the tender along with electronic receipt/ UTR:  <b>Bank - Syndicate Bank</b> <b>Branch – DCI Ltd., Dredge house, Port Area, Visakhapatnam</b> <b>Current Account No – 35833070000014</b> <b>IFSC No - SYNB0003583,</b> <b>SWIFT Code No – SYNBINBBO32</b>
E	<b>Performance Security</b>	:	<b>10% of the total value of the contract, (only for the successful bidder shall be remitted</b> within 5 days from the date of <i>issue</i> of <b>Letter Of Acceptance (LOA) / Work order</b> through NEFT to the account mentioned at S. No D.
F	Issue of Tender documents		28-01-2020 to 10-02-2020 up to 1800 Hrs.
G	Last date & time for receipt of bids	:	Up to 1500 hrs on 11-02-2020
H	Opening of Technical Bids (Cover-A)	:	At 1530 hrs on 11-02-2020

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## 2. **About DCIL:**

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

An uninterrupted profit making CPSU since inception, DCIL has undergone strategic disinvestment by Govt. of India recently i.e., on 08-03-2019 to the consortium formed by 4 major Indian port trusts viz., Visakhapatnam Port Trust (VPT), Paradip Port Trust, Jawaharlal Nehru Port Trust (JNPT, Navi Mumbai) and Deendayal Port Trust (Kandla) lead by the Chairman, PPT (Paradip port) as the Chairman of DCIL.

## 3. **Pre-qualification Criteria:**

Bidders willing to participate in the tender should possess the following pre-qualification criteria and to substantiate this, relevant documents shall be submitted.

- A. Bidders should have average annual financial turnover of at least Rs. 0.33 Lakh during last 3 years ending 31 March 2019.
- B. Bidders should have experience of successfully completed similar type of works during last three years ending March 2019 as either of the following:
- Three similar completed works costing not less than Rs. 0.44 Lakh each  
OR
  - Two similar completed works costing not less than the amount of Rs. 0.55 Lakh each  
OR
  - One similar completed work costing not less than the amount of Rs. 0.88 Lakh.
- C. National Accreditation Board for Testing and Calibration Laboratories (NABL) certified firms shall only be participated and to this effect a relevant Certificate shall be enclosed along with the tender

Note: -Similar work means the work similar to that mentioned under name of work in Cl. No. 1 of ITB, for any Government / Semi-Government / Autonomous bodies/ Public Limited, private Ltd Company.

4. The detailed NIT and complete Tender Document is hosted on websites: ([www.dredge-india.com](http://www.dredge-india.com)), Government's Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) interested parties may visit the same. The cost of tender document should be submitted along with technical bid without which bid shall be treated as unresponsive. Tender cost is **Rs. 295** /- (Rupees two hundred and ninety five Only) and the payment should be made to DCI bank account as stated at Sl. No. D of NIT. The tender documents received after the closure of the time and date

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are liable to be rejected. Tenders submitted by e-mail will not be accepted under any circumstances.

5. Address to which the bids to be sent :

All tenders are to be sent by speed post / courier (or) drop directly in the provided tender box to the following address:

Joint General Manager (Ops), Dredging Corporation of India Limited, 4 <sup>th</sup> floor, Dredge House, Port Area, Visakhapatnam - 530 001, Andhra Pradesh Ph.: 0891-2871202/284, e-mail id- <a href="mailto:iddivision@dcil.co.in">iddivision@dcil.co.in</a> , <a href="mailto:tvskumar@dcil.co.in">tvskumar@dcil.co.in</a>
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6. The downloading of document shall be carried out strictly as per the provision 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.

7. Disclaimer:

Dredging Corporation of India Ltd., Reserves the right to:

- (a) Accept or reject any or all tenders without assigning any reason whatsoever.
- (b) Cancel the tender enquiry at any stage without assigning any reasons.
- (c) Reject the tender received with counter conditions.
- (d) Reject the tenders received after the stipulated time and date.
- (e) Withdraw in full or part of the BOQ items.

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**SECTION - II**  
**Instructions To Bidders (ITB)**  
**A. Introduction**

**1. Scope of work**

Calibration and certification of soil mechanics laboratory equipment at Head office of Dredging Corporation of India Ltd, (DCIL), and Visakhapatnam with all formalities to re-start soil laboratory of all the equipment tested as per Section – VI, within the stipulated period of 15 days from the date of *issue* of work order / LOA. Provide Performance security and contract agreement is 05 days. Actual work and issuance of certification is 10 days. Total work should be completed in 15 days from the date of *issue* of work order / LOA.

**2. Cost of Tender**

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

**A. The Tender Documents**

**3 Content of Tender Documents**

3.1 The services required, Tendering procedures and contract terms are prescribed in the Tender document which includes the following:

- (a) Section - I – Notice Inviting Tender (NIT)
- (b) Section - II - Instructions to Bidder (ITB)
- (c) Section - III - General Conditions of Contract (GCC)
- (d) Section - IV - Special Conditions of Contract (SCC)
- (e) Section - V – Technical Specifications
- (f) Section - VI- Bill of Quantities (BOQ) / Price Tender
- (g) Section - VII –Prescribed formats - Containing following formats (to be Submitted by all Tenderer):
- (h) Section - VIII - Check List of enclosures to the Tender.

- Annexure - 1 - Tender acceptance form
- Annexure - 2 - Tender Form
- Annexure - 3 - NABL Registered / certified copy.
- Annexure – 4 - Not related to any Officer in DCIL(Declaration by Bidder)
- Annexure - 5 - not been prosecuted by any Court(Declaration by Bidder)
- Annexure - 6 - No litigations with any party / firm (Declaration by Bidder)
- Annexure - 7 - No Illegal gratification (Declaration by Bidder)
- Annexure - 8 – Form of contract agreement (Successful bidder)
- Annexure - 9 - Form of Bank guarantee (Successful bidder)

3.2 The Bidder is required to take print out of the tender document (38 pages) available at DCI web site before due date (PDF file). No separate hard copy is issued/ sent to the Bidder.

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3.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the tendering Documents. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender conditions in all respects will be at the Bidders risk and shall result in the rejection of their tender.

#### **4. Amendment of Tendering Documents**

- 4.1 At any time prior to the deadline for submission of tender, DCIL may, for any reason, whether on its own initiative or in response to a clarification requested by prospective Bidder, modify the tender documents by amendment.
- 4.2 The amendment will be notified as Corrigendum in our website only which shall have to be submitted along with bid during tender submission by complying tender conditions.

### **C. Preparation of Tenders**

#### **5 Language of Tender**

5.1 The tender prepared by the Bidder, as well as all correspondence and documents relating to the tender exchanged by the Bidder and the DCIL, shall be in English.

#### **6 Documents comprising the tender**

- 6.1 The tender is in Two - Cover System, i.e. Cover-A “Techno-Commercial Bid” and Cover-B “Price Bid”.
- 6.2 Tender submitted by the bidder shall comprise of the documents listed at **Section – VIII**.
- 6.3 DCIL reserves its right to seek any other details / documents to ascertain the competence of the tender.

#### **7 Tender Form**

7.1 The bidder shall complete the tender form furnished in the tendering document along with the enclosures specified **in Clause 6.2 of ITB** and enclose the same in the Cover-A (Techno-commercial bid) containing the signed tender document and properly sealed.

#### **8 Tender prices**

- 8.1 The Bidder shall indicate unit rates and amount in the Price bid form under the contract.
- 8.2 The Price Bid should not contain any counter conditions. Conditional tenders are liable for summarily rejection.
- 8.3 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and enclose Price Bid separately in cover B. The bidder should not

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indicate the prices anywhere directly or indirectly in the “Techno Commercial Bid”. Any such offer or indication shall disqualify the bidder.

## 9 Tender Currencies

9.1 Prices shall be quoted in Indian Rupees only.

## 10 Documents establishing Bidders eligibility and qualifications

10.1 Pursuant to NIT Clause 3, the Bidder shall furnish, as part of its tender, documents establishing the Bidders eligibility to tender and its qualifications to perform the contract if its tender is accepted.

10.2 The documentary evidence of the bidders qualifications to perform the contract if its tender is accepted shall establish to the DCIL’s satisfaction that the bidder has the financial, technical and capability necessary to perform the contract as per NIT clause 3.

## 11 Earnest Money Deposit (EMD)

11.1 Pursuant to **ITB** Clause 6, the Bidders shall furnish, as part of its tender, earnest money deposit of **Rs.5,000/-** (Rupees five thousand only).

11.2 The earnest money is required to protect the DCIL against the risk of Bidders conduct in undertaking the work, if awarded, which would warrant the forfeiture of the earnest money, pursuant to ITB Clause 11.7.

11.3 The earnest money deposit shall be in the form of NEFT/RTGS from any Bank to the following account:

**Bank - Syndicate Bank**

**Branch - DCIL Ltd., Dredge house, Port Area, Visakhapatnam**

**Current Account No - 3583307000014**

**IFSC No - SYNB0003583**

**SWIFT Code No - SYNBINBB032**

***The EMD should be valid for 45 days (thirty days) beyond last date of validity of the Tender.***

11.4 Any **Tender** not secured in accordance with ITB Clauses 11.1 and 11.3 will be rejected by the DCIL as non-responsive, pursuant to ITB Clause 20.

11.5 Unsuccessful Bidders’ earnest money deposit will be discharged as promptly within (15) days of disqualification.

11.6 The successful Bidder’s earnest money deposit will be discharged upon the Bidder signing the contract agreement, pursuant to ITB Clause 28, and submitting the bank guarantee towards performance security pursuant to ITB Clause 30.

11.7 The earnest money deposit may be forfeited:

if a **Bidder**

(i) Withdraws its **Tender** during the period of tender validity specified by the **bidder** on the tender Form,

(or)

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- (ii) In the case of a successful Bidder, if the Bidder fails:
- (iii) To accept the work order and to sign the contract in accordance with ITB Clause 28.
- (iv) To furnish performance security in accordance with ITB Clause 30.

## 12 Period of Validity of bids

- 12.1 Bids shall remain valid for a period of 60 days after the date of tender submission prescribed by the DCIL, pursuant to ITB Clause 15. A tender valid for a shorter period shall be rejected by the DCIL as non-responsive.
- 12.2 In exceptional circumstances, the DCIL may solicit the bidders consent for extension of the period of validity of tender. The request and the responses there to shall be made in writing (or by e-mail / Registered letter). The earnest money deposit provided under ITB Clause 11 shall also be suitably extended.
- 12.3 The bid of the successful bidders shall remain valid till successful completion of the contract.

## 13 Format and Signing of Tender

- 13.1 The bidders shall prepare the tender clearly marking it with name of work.
- 13.2 The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidders to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 13.3 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, "Paise" after decimal figures.
- 13.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the tender.

### **D. Submission of Tenders**

## 14 Sealing and Marking of Tenders

- 14.1 The bidder shall seal the tender cover, duly marking it with name of work.
- 14.2 The tender cover shall be super scribed with:
- (a) "To" address given in the Notice inviting Tender (NIT)
- And
- (b) The Name of the Work indicated in the Notice inviting Tender (NIT)

## 15 Deadline for Submission of Tenders

- 15.1 Tenders must be received by the DCIL at the address specified under NIT - 3 not later than the time and date specified in NIT. In the event of specified date for the submission of tenders, being declared for holiday for the DCIL, the tenders will be received up to the appointed time on the next working day.
- 15.2 The DCIL may, at its discretion, extend this deadline for the submission of tenders by amending the bidding documents in accordance with ITB Clause 4, in

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which case all rights and obligations of the DCIL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **16. Late Tenders:**

16.1 Any tender received by the DCIL after the deadline for submission of tenders prescribed by the DCIL pursuant to ITB Clause 15 will be rejected and returned unopened to the bidders. Courier/speed-post delays of the tender reaching DCI after due dates shall not be considered and DCI will not be responsible for any such delays.

## **17 Modification and withdrawal of Tenders**

17.1 The bidder cannot modify or withdraw its bid after the tender's submission.

## **E. Opening and Evaluation of Tenders**

### **18 Opening of tenders by DCIL**

18.1 The DCIL will open all tenders (Cover A only, which contains qualification criteria and all relevant documents except price schedule/BOQ) in the presence of Bidders / their representatives who desire to attend, at the time, on the date, and at the place specified in the Invitation for bidders.

18.2 The bidders names, tender modifications or withdrawals and the presence or absence of requisite earnest money deposit and such other details as the DCIL, at its discretion, may consider appropriate, will be announced at the opening of the tender. No tender shall be rejected at tender opening, except for late tenders, which shall be returned unopened to the Tenderers pursuant to ITB Clause 16.

### **19. Clarification of Tenders**

19.1 During evaluation of the tenders, the DCIL may, at its discretion, ask the tender for a clarification of its tender. The request for clarification and the response shall be in writing.

### **20 Preliminary Examination**

20.1 The DCIL will examine the tenders (cover A) to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order as per qualification criteria etc..

20.2 The DCIL may waive any minor informality, nonconformity, or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

20.3 Prior to the detailed evaluation, pursuant to ITB Clause 21, the DCIL will determine the substantial responsiveness of each tender to the tendering documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tendering documents

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without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 11), Applicable Law (GCC Clause 15), Taxes and Duties (GCC Clause 16 and 17), Performance Security (SCC Clause 6) and Force Majeure (GCC Clause 11) will be deemed to be a material deviation. The DCIL's determination of a bidders responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence and shall be final binding on the bidder.

20.4 If a tender is not substantially responsive, it will be rejected by the DCIL and may not subsequently be made responsive by the bidder by correction of the nonconformity.

**20.5 Based on qualification criteria complied in cover A by the bidders for those who qualified technically will be informed the date of opening of price bid of cover B.**

## **21 Evaluation and Comparison of Tenders**

21.1 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.

If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited.

## **22 Contacting the Dredging Corporation of India (DCIL)**

22.1 From the time of tender opening to the time of Contract award, if any bidder wishes to contact the DCIL on any matter related to the tender, it should do so in writing.

22.2 Any effort by a bidder to influence the DCIL in its decisions on bid evaluation, tender comparison, or contract award may result in the rejection of the Tenders.

## **23. Post-qualification**

23.1 In the absence of pre qualification, the DCIL will determine to its satisfaction whether the bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Tender document from the evaluation of the tender.

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

## Award of Contract

### **24. Award Criteria**

24.1 Subject to ITB Clause 27, the DCIL will award the contract to the successful bidder whose tender is technically qualified and is determined to be the lowest quoted evaluated Tender. However, DCIL reserves the right to accept or reject any Tender as specified in ITB Clause 26

### **25 Right to Vary/ reduce number of BOQ items at Time of Award**

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

### **26 Right to Accept Any Tender and to Reject Any or All Tenders**

26.1 The DCIL reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to award of Contract, without assigning any reason thereby incurring any liability to the affected bidder or bidders.

### **27. Notification of Award (LOA)**

27.1 Prior to the expiration of the period of tender validity, the DCIL will notify the successful bidder in writing by E-mail/ Letter in the form of Letter of Acceptance (LOA) to confirm that its tender has been accepted.

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

27.3 The bidder shall have to acknowledge immediately on the receipt of LOA as a token of acceptance.

### **28. Signing of Contract**

28.1 On receipt of the LOA over E-mail /post, the successful bidder shall submit duly filled the contract agreement along with signature and official seal within 05 days along with Performance security from the date of issue of LOA / WO. After 06 to 15 days the scope of work should be completed with all formalities as per scope of work.

28.2 The contractor, upon receipt of the work order over / LOA E-mail/post, shall commence the work under the intimation to JGM(OPS) of DCIL.

### **29. Corrupt or Fraudulent Practices**

29.1.1 The DCIL requires that the bidders /Contractor observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DCIL:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:

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- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DCIL, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DCIL of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCIL 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 DCIL.

### **30 Performance Security**

Within five (5) days of the receipt of notification of award from the DCI, the successful Bidder shall furnish the performance security and shall sign the agreement in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 28 or ITB Clause 30 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

### **31 General:**

- 31.1 Tender Documents are not transferable.
- 31.2 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.
- 31.3 The Bidder shall produce documentary evidence for the technical data included in the Tender.
- 31.4 All Signatures in the Document shall be dated.
- 31.5 All Tender Documents shall be treated as private and confidential and must be returned back to DCIL, without defacing or altering.
- 31.6 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.

### **32 Extension / Curtailment :**

- 32.1 The period of the contract is 15 days including mobilization, Sign of Agreement and submitting performance security, calibration, certification etc, including all.
- 32.2 The contract period can also be extended / curtailed any time, as per the requirement of DCIL, by giving one day notice

### **33 Maintaining Standards:**

- 33.1 . The services provided by the bidder should be ensured for compliance of the **NABL** standards.

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34. In case of corrigendum/ addendum regarding the subject tender work, DCI will publish the same in DCIL website [www.dredge-india.com](http://www.dredge-india.com), Government's Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) till one day before last date of submission. Bidders are requested to check the websites accordingly.

**SECTION III**  
**GENERAL CONDITIONS OF CONTRACT**  
**(GCC)**

**Definitions:**

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

- a. "Corporation" means the Dredging Corporation of India Limited (DCIL).
- b. "MD" means Managing Director of DCIL.
- c. "The Contract" means the agreement entered into between the DCIL and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- d. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- e. "The Contractor" means the individual or firm or company conducting the Services under this Contract and named in SCC.
- f. "The Services" means all of the services, which the Contractor is required to conduct to the DCIL under the Contract.
- g. "Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and "Temporary Works".
- h. "Engineer" means the DCIL's official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.
- i. "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- j. "Contractor" means the person or persons, firm or company whose tender / offer has been accepted by the DCIL and includes the Contractor's Representatives, heirs, successors and assigns, if any permitted by the DCIL.
- k. "Excepted Risks" are riot in so for as it is uninsurable, war, invasion, act of

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foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the DCIL of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).

l. "GCC" means the General Conditions of Contract contained in this section.

m. "SCC" means the Special Conditions of Contract.

n. "Day" means 24 hours / calendar day. (Commencing 00:00 hrs midnight till 24:00 hrs including holidays and Sundays).

o. "Month" means the English calendar month.

## 1. Application

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

Tender: Means the person or persons, firm or company who tenders for the work.

## 2. Standards

2.1 The services provided under this contract shall conform to the Standards Mentioned on Technical Specifications/statutory regulations.

## 3. The Contract & General Obligations of Contractor:

### 3.1 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 at Andhra Pradesh, India.

### 3.2 Contractor to Execute Contract Agreement :

After acceptance of his tender and when called upon to do so by the JGM(OPS) or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here-in-before, shall collectively be the Contract.

### 3.3 Interpretation of Contract Document – JGMs' Power

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

### 3.4 Contractor is Responsible for safety of all personnel

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

### 3.5 Contractor to Supervise the Works

Necessary and adequate supervision shall be provided by the contractor during execution of the work and as long thereafter as the JGM or his Representative shall consider necessary during the contract period. The contractor or his competent and authorized agent or representative shall comply the works as per

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tender and instructions given to him by the JGM or his Representative in writing shall be binding upon the Contractor subject to limitation specified in the Contract. The Contractor shall inform the JGM or his Representative in writing about such representative / agent of him at site.

3.6. Contractor to Deploy qualified men and Engineer's Power to Remove Contractor's Men.

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

3.7 Contractor is Responsible for all Damages to Other Structures / Persons, Caused by him / his persons in Executing the Work

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

3.8 Contractor to Indemnify the DCIL Against all Claims for Loss, Damage etc.

The Contractor shall be deemed to have indemnified the DCIL against all claims, demands, actions and proceedings and all costs arising there from on account of:

- i. Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for conduct of personnel and your testing equipment.
- ii. Un-authorized obstruction or nuisance caused by the Contractor / his men in respect of properties belonging to the DCIL or any other person / firm.

3.9 Contractor's Quoted Rates / Prices must be All Inclusive

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

- (a) Making arrangements for deployment of all personnel and equipment, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefit and entry permits, wherever necessary.

3.10 Notices to Contractor

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the bidder or to the Contractor's Site Office or in case of DCIL's enlisted Contractor to the address as appearing in the DCIL's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

**4 Insurance**

Signature of the Bidder with seal

- 4.1 The contractor shall without limiting his or the DCIL's obligations and responsibilities insure in the joint names of the contractor and the DCIL:
- a) 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).
  - b) Against liabilities 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).
- 4.2 The contractor shall provide evidence to DCIL, prior to the start of the work at site, that the insurances required under the contract have been effected.
- 4.3 The contractor shall notify the insurers of changes in the nature, extent or programmed for the execution of the works and ensure the adequacy of the insurance at all times.
- 4.4 If the contractor fails to effect and keep in force any of the insurances required under the contract or fails to provide the policies to the DCIL, then and in any such case the DCIL 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 to become to the contractor or recover the same as a debt due from the contractor.
- 4.5 In the event that the contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the contract, the contractor shall indemnify DCIL against all losses and claims arising from such failure.

## **5. Change Orders**

- 5.1 The DCIL may at any time by a written order given to the Contractor make changes within the general scope of the Contract for the services to be provided by the Contractor.
- 5.2 However contractor has to execute the instructions given by DCIL without any extra cost to DCIL

## **6 Contract Amendments**

- 6.1 Subject to GCC Clause 5, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **7 Subcontracts**

- 7.1 The Contractor shall not subcontract any part of the work without written permission of DCIL.

## **8. Delays in the contractor's Performance**

- 8.1 The performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the DCIL in the Schedule of Requirements.
- 8.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the DCIL in writing of the fact of the delay, its likely duration and its cause(s).
- 8.3 Except as provided under GCC Clause 11, a delay by the Contractor in the performance of its service obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 9, unless an extension of

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time is agreed upon pursuant to GCC Clause 8.2 without the application of liquidated damages.

## **9. Liquidated Damages**

9.1 Subject to GCC Clause 11, if the Contractor fails to complete the calibration and certification as per list enclosed with in stipulated period of 15 days from the date of receipt of Wo/LOA during the Contract period, the DCIL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages (LD), a sum equivalent to **1%** of the contract value per day. Once the LD reach 10% of the contract value, DCIL may terminate the Contract pursuant to GCC Clause 10.

## **10. Termination for Default**

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

- (a) if the Contractor fails to provide the service within the period specified in the Contract, or within any extension thereof granted by the DCIL pursuant to GCC Clause 8; or
- (b) if the Contractor fails to perform any other obligation(s) under the Contract.
- (c) if the Contractor, in the judgment of the DCIL, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

10.2 In the event the DCIL terminates the Contract in whole or in part, pursuant to GCC Clause 10.1, the DCIL 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 the DCIL for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

## **11. Force Majeure**

11.1 Notwithstanding the provisions of GCC Clauses 8 & 10, the Contractor shall not be liable for forfeiture of performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

Signature of the Bidder with seal

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

11.3 If a Force Majeure situation arises, the Contractor shall promptly notify the DCIL in writing of such conditions and the cause thereof. Unless otherwise directed by the DCIL 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.

## **12. Termination for Insolvency**

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

## **13. Termination for Convenience**

13.1 The DCIL may by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCIL's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of one day will be given.

## **14. Settlement of Disputes**

14.1 If any dispute or difference of any kind whatsoever shall arise between the DCIL and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

14.3. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC - 7.

## **15. Applicable Law**

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

## **16. Taxes and Duties**

16.1 The contractor shall pay all taxes including GST, 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 award work in

Signature of the Bidder with seal

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

GST will be reimbursed on production of proof of payment to DCIL.

**17. Income Tax Deduction:**

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

\*\*\*

**SECTION - IV**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

1. Contractor's price should be inclusive of accommodation, food, transportation, service charge etc. all of supply/ caretaking/ take-away personnel and price escalations etc. ***all including, excluding GST.*** GST shall be reimbursed at prevailing rate.
2. The rates quoted by the contractor shall be deemed to have included all costs and expenses, taxes, duties and any levies (State or Central) in connection with the contract except GST. No additional payment other than GST whatsoever shall be paid by DCIL at any stage of work.
3. The payment will be made by DCIL up on receiving of Contractor's request in writing by email (or) letter accompanied by GST invoice describing, as appropriate, the services performed and upon fulfillment of other obligations stipulated in the Contract Payment will be made after completion of work done duly certified by the DCIL's In charge / JGM or his Representative through NEFT/RTGS only to the contractor mentioned account.
4. Payment will be made by DCIL in one time and final within two weeks from the date of receipt of invoice with all relevant documents after making statutory deductions after completion of work within 15 days.
5. Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the contractor in its tender.

**6. Performance Security:**

- 6.1 Within five (05) working days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to the DCI, and agreement shall be signed.
- 6.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.
- 6.3 A sum equal to 10% of the of the contract value as indicated in work order shall be deposited by the contractor by RTGS/NEFT or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work including extended period, if any.
- 6.4 Alternatively at contractor's option, EMD can be converted as part of the Performance security and balance amount shall be deposited by the contractor by NEFT/RTGS.
- 6.5 Performance Security Deposit will not carry any interest. The same will be returned after completion of work duly certified by JGM(Ops). If Bank Guarantee

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is submitted against Performance Security, it should be valid till completion of work including extended period if any.

6.6 The performance security will be discharged by the DCI and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations, including any warranty obligations, clearance of final bill, under the Contract.

7. Settlement of disputes:

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

- i) The decision of the Chief General Manager, DCIL shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications, and instructions concerning the works or the execution or failure to execute the same arising during the course of work 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 his authorized representative.
- ii) Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above (i) or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by Managing Director, DCI, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof. This Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The sole Arbitrator is prohibited from awarding any interest in the award either for the pre reference period or Pendente lite (pending the litigation). The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

8. The DCIL, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part.
9. If any bidder backs out after opening of the Tender or after issue of work order or modify his Tender after opening, the EMD of such bidder will be forfeited in favor of the Corporation.
10. GST as applicable will be reimbursed to the contractor upon submission of evidence on the GST registration no. of the contractor along with the GST invoice submitted by him.
11. The payment for the work done will be made one time and final, on submission of GST invoice, in triplicate and in order with necessary enclosures, after successful completion of work within 15 days (or) before as certified by the representative of JGM/JGM within two weeks from the date of submission of the bill, after effecting applicable statutory deductions.

**SECTION - V****Specifications of soil lab equipment  
proposed to be calibrated should be in NABL standards**

S.NO	ITEMS
1	Laboratory thermostat electric oven-500 to 2500 C &-10C
2	National physical balance with weight box
3	Gem stop watches
4	Systems high speed stirring apparatus with cup & bottle
5	Casagrandes liquid limit apparatus (AIMIL-AIM-016)
6	Shrinkage limit set (AIMIL-AIM-021)
7	Pycno meters (Glass bottles)
8	ISS Sieve set with fine mesh & brass frame
9	Sieve set with GI frame
10	Motorized sieve shaker (AIMIL-AIM-025)
11	Direct shear apparatus (AIMIL-AIM-104)
12	Proctor compaction apparatus (AIMIL-AIM-125) with accessories
13	Permeability apparatus (Falling head)
14	Steel overhead Tank 110Lits capacity (AIM-13111)
15	Relative density apparatus (AIMIL-AIM-138)
16	Sand replacement method apparatus (AIMIL-AIM-136)
17	Electronic weighing balance – Delemer – 1
	Phoenix – 8
	Satya m - 4
	Essae - 1
18	Hydrometer (0.995 to 1.030 gm/ml) (AIM-9275)
19	Motorized laboratory vane shear apparatus-(AIM-108)
20	Density bottles 50ml
21	Measuring Jars -1000ml – Glass and Plastic
22	Measuring Jars - 500ml - Glass
23	Measuring Jars - 250ml – Glass
24	Conical Flask - 250ml - Glass

**SECTION - VI**  
**BILL OF QUANTITIES (BOQ) / PRICE BID**

Sub: Calibration and certification of soil mechanics laboratory equipment at Head office of Dredging Corporation of India Ltd, (DCIL), Visakhapatnam with all formalities to re-start soil laboratory of all the equipment tested as per list within the stipulated period of 15 days.

Sl. No.	Description of Work/ Items	Quantity	Unit	Unit Rate excluding GST (₹)	Amount excluding GST (₹)	
					In figures	In words
1	Laboratory thermostat electric oven-500 to 2500 C &-10C	4	Nos			
2	National physical balance with weight box	1	Nos			
3	Gem stop watches	2	Nos			
4	Systems high speed stirring apparatus with cup & bottle	2	Nos			
5	Casagrandes liquid limit apparatus (AIMIL-AIM-016)	1	Nos			
6	Shrinkage limit set (AIMIL-AIM-021)	1	Nos			
7	Pycno meters (Glass bottles)	6	Nos			
8	ISS Sieve set with fine mesh & brass frame	1	Nos			
9	Sieve set with GI frame	1	Nos			
10	Motorized sieve shaker (AIMIL-AIM-025)	1	Nos			
11	Direct shear apparatus (AIMIL-AIM-104)	1	Nos			
12	Proctor compaction apparatus (AIMIL-AIM-125) with accessories	1	set			
13	Permeability apparatus (Falling head)	2	set			
14	Steel overhead Tank 110Lits capacity (AIM-13111)	1	Nos			
15	Relative density apparatus (AIMIL-AIM-138)	1	Nos			
16	Sand replacement method apparatus (AIMIL-AIM-136)	1	Nos			
17	Electronic weighing balance –		Nos			
	Delemer	1	Nos			
	Phoenix	8	Nos			
	Satyam	4	Nos			
	Essae	1	Nos			
18	Hydrometer (0.995 to 1.030 gm/ml) (AIM-9275)	2	Nos			
19	Motorized laboratory vane shear apparatus-(AIM-108)	1	Nos			
20	Density bottles (50ml)	6	Nos			
21	Measuring Jars -1000ml – Glass - 22 Plastic - 15	37	Nos			

Signature of the Bidder with seal



22	Measuring Jars - 500ml - Glass	01	Nos			
23	Measuring Jars - 250ml – Glass	03	Nos			
24	Conical Flask - 250ML- Glass	02	Nos			
25	Transport charges of men, material, consumables, service charges, lodging and boarding and any other <b>inclusive of all</b> excluding GST	01	LS			
	<b>Total</b>					
	<b>GST</b>					
	<b>Total with GST</b>					

Note:

- i. L-1 party will be evaluated based on the total amount quoted for all the items.
- ii. Bidder shall quote for all the items

(Signature of the bidder with Official Seal)

Signature of the Bidder with seal

**SECTION -VII**

Annexure / Forms to be submitted by the bidders duly filled and signed:

Annexure - 1 to 9

Signature of the Bidder with seal

**ANNEXURE-1**

**TENDER ACCEPTANCE LETTER**

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

Date \_\_\_\_\_

To  
The Dredging Corporation of India Ltd.,  
"Dredge House", Port Area,  
Visakhapatnam,  
Andhra Pradesh-530 001

Sir,

Sub:- Calibration and certification of soil mechanics laboratory equipment at Head office of Dredging Corporation of India Ltd, (DCIL), Visakhapatnam with all formalities to re-start soil laboratory of all the equipment tested as per list/BOQ within the stipulated period of 15 days  
Accepting terms, conditions and clauses – reg.

---

1. I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
2. I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
3. In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature of the Bidder with Official Seal)

Signature of the Bidder with seal

**ANNEXURE-2****TENDER FORM**

Date: \_\_\_\_\_

To  
 The Dredging Corporation of India Ltd.,  
 "Dredge House", Port Area,  
 Visakhapatnam,  
 Andhra Pradesh-530 001  
 Sir,

Sub:- Calibration and certification of soil mechanics laboratory equipment at Head office of Dredging Corporation of India Ltd, (DCIL), Visakhapatnam with all formalities to re-start soil laboratory of all the equipment tested as per list/BOQ within the stipulated period of 15 days – **Acknowledged and confirmation – Reg.**

Examined the Tendering documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to conduct and in conformity with the said tender documents for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices submitted separately in "cover B" as a Price Bid and made part of this Bid.

We undertake, if our tender is accepted, to provide the services in accordance with the schedule specified in the Schedule of Requirements.

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

We agree to abide by this tender for the Tender 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 tender, 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 tender you may receive.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

Yours faithfully,

(Signature of the Bidder with Official Seal)

Signature of the Bidder with seal

**ANNEXURE-3**

**NABL Registered / Certified /Enrolled firms – Documentary proof**

To  
The Dredging Corporation of India Ltd.,  
“Dredge House”, Port Area,  
Visakhapatnam,  
Andhra Pradesh-530 001

Sir,

I/We hereby certified and enclosed here with documentary proof of registered / certified / enrolled with NABL (National Accreditation Board for Testing and Calibration Laboratories) with valid up to -----.

I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety based on National Accreditation Board for Testing and Calibration Laboratories (NABL).

Yours faithfully,

(Signature of the Bidder with Official Seal)

Signature of the Bidder with seal

**ANNEXURE-4**

Date:

To  
The. Dredging Corporation of India Ltd.,  
Head Office, Dredge House,  
Port area, Visakhapatnam-530 001  
Andhra Pradesh (India)

Sir

A. Sub:- Calibration and certification of soil mechanics laboratory equipment at Head office of Dredging Corporation of India Ltd, (DCIL), Visakhapatnam with all formalities to re-start soil laboratory of all the equipment tested as per list /BOQ within the stipulated period of 15 days - **Not related to any Officer in DCIL - reg.**

---

B. We hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., if working details

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

Thanking you,

Yours faithfully

(Signature of the Tenderer with Official Seal)

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

Signature of the Bidder with seal

**ANNEXURE-5**

Date:

To  
M/s.Dredging Corporation of India Ltd.,  
Head Office, Dredge House,  
Port area, Visakhapatnam-530 001  
Andhra Pradesh (India).

Sir

Sub:- Calibration and certification of soil mechanics laboratory equipment at Head office of Dredging Corporation of India Ltd, (DCIL), Visakhapatnam with all formalities to re-start soil laboratory of all the equipment tested as per list/BOQ within the stipulated period of 15 days - **Not been prosecuted by any Court - Reg.**

---

With reference to your above referred ITB, we hereby declare that we have not been prosecuted by any Court of law either in India or abroad for violation of any specific rules laid down for execution of work/contract of any time subjected to Industrial dispute for violation of said provisions of the Act.

Thanking you,

Yours faithfully

(Signature of the Tenderer, with Official Seal)

Signature of the Bidder with seal

**ANNEXURE-6**

Date:

To  
M/s.Dredging Corporation of India Ltd.,  
Head Office, Dredge House,  
Port area, Visakhapatnam-530 001  
Andhra Pradesh (India).

Sir

Sub:- Calibration and certification of soil mechanics laboratory equipment at Head office of Dredging Corporation of India Ltd, (DCIL), Visakhapatnam with all formalities to re-start soil laboratory of all the equipment tested as per list /BOQ within the stipulated period of 15 days – No litigations with any party / firm - Reg.

---

A. We hereby certify that, we do not have any current litigation with any party/ firm.

‘OR’

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

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

Thanking you,

Yours faithfully

(Signature of the Bidder, with Official Seal)

*\*Strike out ‘A’ or ‘B’, whichever is not applicable.*

Signature of the Bidder with seal



**ANNEXURE-7**

To  
The Dredging Corporation of India Ltd.,  
Dredge House, Port Area,  
Visakhapatnam-530001

Sir

Sub:- Calibration and certification of soil mechanics laboratory equipment at Head office of Dredging Corporation of India Ltd, (DCIL), Visakhapatnam with all formalities to re-start soil laboratory of all the equipment tested as per list /BOQ within the stipulated period of 15 days – No Illegal gratification - Reg

---

- A. We hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the tender process and we have not committed any offence under the Prevention of Corruption Act in connection with the tender.
- B. We hereby certify that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the tender.

Thanking you,

Yours faithfully

(Signature of the Tenderer, with Official Seal)

Signature of the Bidder with seal

**ANNEXURE-8****FORM OF CONTRACT AGREEMENT**

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

This agreement made this ----- days of -----  
 BETWEEN the ----- a body corporate under-----  
 -----having its Registered Office at -----  
 ----- (Herein after called "the Employer," "Which  
 expression shall unless excluded by or repugnant to the contract, 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 next, be deemed to include his/  
 their heirs, executors, administrators, representatives and assigns or necessary in  
 Office) of the Other Part.

WHERE AS THE "Employer" is desirous of -----  
 -----  
 ----- and the Contractor has  
 offered to -----  
 -----

----- AND WHEREAS the CONTRACTOR has  
 deposited a sum of Rs.-----as Performance Security in the  
 form of -----for the due fulfillment of all the  
 Conditions of the Contract:

NOW THIS AGREEMENT WITNESS as follows:

1. That in this agreement works and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. That the following documents shall be deemed to form and be read construed as part of this agreement viz.,
  - The Bidder submitted by the Contractor (Two Cover) and all enclosures
  - Letter of Acceptance / Acceptance.
  - Performance security
  - The Contract Agreement.
  - The Work order
  - Amendments / Corrigendum if any.

Signature of the Bidder with seal

- Correspondence exchanged before placing the work order 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 compete 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-----  
-----only) at the times and in the manner prescribed in the contract.

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

SIGNED AND SEALED BY  
CONTRACTOR

EMPLOYER

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

In the Presence of:

WITNESS:

a) Signature:

b)Signature:

Name & Address:

Name & Address:

ANNEXURE-9

PROFORMA FOR  
BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

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

Bank Guarantee No.

Date

To

The Dredging Corporation of India Limited  
Dredge House, Port Area,  
Visakhapatnam-530001

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, SCOPE MINAR, 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 .....(herein 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 ..... only), we .....(hereinafter referred (indicate the name of the Bank) to as “the Bank” at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceeding .....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, .....  
(indicate the name of Bank)

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 ..... (say) ..... only).

Signature of the Bidder with seal

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, .....

(indicate the name of Bank)

agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on ....., we shall be discharged from all liability under this guarantee thereafter.

5. We, ..... further agree

(Indicate name of the Bank)

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

(Indicate name of the Bank)

Revoke this guarantee during its currency except with the previous consent of the 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 ..... (..... Only). Dated the .....day of .....2020

Signature of the Bank with seal

Signature of the Bidder with seal

**SECTION - VIII**  
**CHECK LIST OF ENCLOSURES TO THE TENDER**

- (1) Tender Document duly signed on all the pages by the bidder.
- (2) Annexure-1 to 9 duly filled and signed.
- (3) List of works tendered for and in hand/being executed as on the date of submission of tender.
- (4) Documentary evidence to establish that the bidder is Eligible to tender and is qualified to perform the contract if its tender is accepted consisting of :
  - i. Audited balance sheet for the last three years ending 31-03-2019;
  - ii. Certificate from Employers for having successfully completed works of similar nature.  
 The certificate should include the following information:
    - a. Brief description of the work
    - b. Contract amount
    - c. Time limit for completion
    - d. Whether the work has been completed within the stipulated time.
    - e. Whether any liquidated damages have been levied.
    - f. Copy of registered / certified firm from NABL
  - iii. Following valid documents:
    - a. GST registration.
    - b. PAN card.
    - c. Aadhar card
    - d. Copy 1st page of bank pass book
    - e. PF UAN (Universal Account No.)
    - f. Copy of insurance proof
    - g. Personnel proposed to be engaged in DCILs work along with their individual educational qualification / relevant experience and cell phone numbers.
    - h. EMD proof - NEFT /RTGS
    - i. Latest Income Tax Clearance Certificate
    - j. Power of Attorney on stamp paper, if the person authorized to sign the tender document
    - k. Average annual financial turnover specified at PQ criteria.
    - l. Experience of successfully completed similar type of works specified at PQ Criteria

(Signature of the Bidder with Official Seal)

Signature of the Bidder with seal