

Dredging Corporation of India Limited Visakhapatnam

07-04-2025

DCI/IT/I02(C)/2025

Sub : Supply & Implementation of Asset Management/Planned Maintenance System

- I. Sealed Tenders are invited from reputed Vendors for **supply & implementation of Asset management/Planned Maintenance system** for Dredging Corporation of India Limited, Visakhapatnam (hereinafter referred to as "DCI" or the "Company" or the "Corporation") in two cover system, i.e., Technical Bid & Price Bid as per the Scope of the work given in the tender document.
2. Tenderers are requested to go through the tender documents in detail, before filling up the tender documents, enclosing relevant supporting documents/ information and giving their offer. The bids should be strictly as per the tender document and no editing, addition, deletion or modification of the tender document as hosted on website/ as given to the tenderer is permitted. If such action is observed at any stage, such tender will not be considered and will be rejected.
3. Tenderers are requested to submit their bid in two cover system - Technical Bid and Price Bid as per the conditions stated in the tender document along with relevant documents and submit their tender on or before the time and date mentioned therein.
4. Tenders submitted without Tender cost/ EMD will be summarily rejected. Tender Cost/EMD to be submitted by NEFT/RTGS or any other electronic mode only. Demand Draft/ Cheque /Cash will not be accepted and Tender submitted with Demand Draft/ Cheque /Cash rejected.
5. Addendum, modification, change of last date, if any etc., will be uploaded in the <http://www.dredge-india.com> and Central public procurement portal. Tenderers are requested to verify the Portal before submitting the tenders.

Thanking you, Yours faithfully,
For Dredging Corporation of India Limited

-Sd/-

Deputy General Manager (IT)

Encl: As above

SECTION - I NOTICE INVITING E- TENDER

1. About the Company	Dredging Corporation of India Limited (hereinafter referred to as "DCI"/ "Company" /"Corporation") is having its registered Office at Core - II, First Floor, Scope Minar, Laxminagar District Centre, Delhi - 110091 and Corporate office at "Dredge House", HB Colony Main Road, Seetammadhara, Visakhapatnam -
2. E-Tender	Sealed Tenders are invited under two bid system through E-Tender through CPP from the eligible bidders as per eligibility criteria of NIT for the subject work as per the Eligibility Criteria & Scope of Work indicated in Section - II. There will be no physical/manual sale of tender document. The complete tender document shall be available on the website of "DCI"- http://www.dredge-india.com , and CPP Portal. The offers have to be submitted online through the CPP Portal only. The tenderer has to get themselves enrolled on the above portal and follow the procedure laid therein for submission of offer. The Online Bidder Enrolment is free of cost and one time activity only.
3. Subject of Tender	Supply and implementation of Asset Management/Planned Maintenance System in DCI Vessels.
4. Single Cover/ Two Cover	Two bid system
5. Cost of Tender document	₹1500/- (+ 18 % GST) payable by ECS/NEFT/RTGS. Tender Cost is non-refundable even if the tender is cancelled.
6. Earnest Money Deposit (EMD)	₹3,60,000 payable by ECS/NEFT/RTGS/. Bank Guarantee
7. Security Deposit	10% of the total landed cost payable by ECS/NEFT/RTGS or by way of Bank Guarantee on any Scheduled Bank encashable at Visakhapatnam. Security Deposit is to,be remitted by the Tenderer after the issuance of Letter of Intent.
8. MSMEs	As per the directions issued by Ministry of Micro, Small and Medium Enterprises (MSME), the participating MSMEs registered with NSIC will be given the following benefits:- i) Issue of tender sets free of cost. ii) Exemption from payment of EMD iii) the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value The successful party (whether MSME or not) is however required to submit the requisite Security deposit.
9. Opening date of downloading	07/04/2025
10. Closing date of Submission of bids	23/04/2025
11. Date & Time of Opening of Technical Bids	23/04/2025
12. Scheduled date of opening of Price bids	
13. Scheduled date of placing work order	

14. Period of the contract	Supply and Implementation of Asset Management system in DC vessels shall be completed in four months period from the date of placement of order. ERP integration can be done in additional months time.
15. Payment	The Supply of Software and Implementation charges will be made on pro-rata basis on Completion of work on each vessel and certification upon satisfactory performance. AMC charges at the beginning of the year.
16. Clarification	For any clarification please contact (by e-mail/ mobile):- V.SATHEESH CHANDER RAO DEPUTY GENERAL MANAGER (IT), DREDGING CORPORATION OF INDIA LIMITED, DREDGE HOUSE,HB COLONY MAIN ROAD VISAKHAPATNAM - 530022, Mobile : 9676112224, e-mail : satishv@dcil.co.in
17. Online only.	Bids must be submitted online before or up to the scheduled time and date as mentioned above through online only. No physical document need to be sent unless asked for. Scanned copy of all documents to be uploaded online only.
18. Corrigendum etc.	Corrigendum Addendum, modification, change of last date, if any etc., will be uploaded on the CPP Portal only. Tenderers are requested to verify the Portal before submitting the tenders. No separate intimation will be given to the Tenderers
19. Holiday	In the event of the scheduled due date of opening of bids being declared as a closed holiday for the Company or a "bundh", the due date for opening of bids will be the following working day at the scheduled time.
20. Validity	The offer must remain valid for a period of 90 days from the date of opening of the Technical Bid.

SECTION – II
INSTRUCTION TO BIDDERS (ITB) &
GENERAL CONDITIONS OF CONTRACT(GCC)

1. **Requirements for participation in e-tenders**

In order to submit the online offer on CPP Portal the bidders should meet the following requirements:

- a. PC connected with Internet (For details, visit home page of CPP Portal). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the CPP Portal. Under no circumstances, DCI shall be liable to the bidders for any direct/ indirect loss or damages incurred by them arising out of incorrect use of the CPP Portal system or internet connectivity failures.
- b. It shall be the responsibility of the tenderer to ensure that they get registered with the CPP Portal well in advance and download the documents before the last date and time for the same.
2. **Declaration:-** The tenderer has to submit a declaration on original printed company letterhead 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.
3. **Online- Two Covers :** The offers are to be submitted online through CPP Portal in two covers. Cover-I containing "Technical Bid(and Cover-II containing "Price- Bid",
4. **Details to be Given :** - The bidder is required to furnish details in his offer as given in SECTION V. If any information is not applicable against any serial number, please mention - "Not Applicable" and upload scanned copies of all the documents stated therein.
5. **The Cover-I-Technical Bid**, contains the pre-qualification criteria and other Technical terms & conditions and other documents. The information desired in section V shall be filled in the prescribed format and uploaded along with the desired documents/ Annexures in the Technical Folder in the order stated in SECTION V. 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.
6. **The Cover-II, Price bid**, containing the Bill of Quantity (BOQ)
7. **Language:** 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.
8. **Communication:** All communication sent by DCI as well as the CPP Portal 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.
9. **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.
10. **Payment of the Cost of Tender Document and 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.
Account Name: DREDGING CORPORATION OF INDIA LIMITED Bank: CANARA BANK, DCI LTD
BRANCH, VISAKHAPATNAM A/C no: 35833070000014
IFSC Code: CNRB0013583

11. **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 satishv@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 (in pdf format) 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's 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.
12. **Refund of EMD:-**
 For unsuccessful bidders, EMD will be refunded through e- payment, to the bank account of the bidder as provided in Section V, after bidder is declared unsuccessful.
 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.
13. **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.
14. **No Interest on EMD :-** EMD will not fetch any interest.
15. **Security and Performance Guarantee Deposit:**
 - a. The successful bidder will have to furnish a Security and Performance Guarantee Deposit 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 total landed cost (after finalization) within 15 days after the issue of Letter of Intent. The amount of Security Deposit (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 LOI will be withdrawn.
 - b. 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.
 - c. The performance guarantee is for faithful performance of the contract in accordance with the terms and conditions and technical specification specified in the contract bid documents.
 - d. If Security Deposit 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 for the contract period.
 - e. DCI shall be at liberty to deduct appropriate amount from the Security and 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 and Performance Guarantee Deposit.
 - f. 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.
 - g. 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).
 - h. The Bank Guarantee shall remain valid for a period of three months beyond the contract period and shall

be renewed for a further period, if required so. Performance Guarantee Deposit or amount of money paid 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 and after receipt of no due certificate from the successful bidder.

i. Security and Performance Guarantee Deposit shall not fetch any interest.

16. **No Deviation :-** 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. **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".**
17. **E-mail:-** All notices to the bidders shall be sent by e-mail only during the process of finalisation of tender by DCI as well as CPP Portal. Hence Bidders are requested to indicate their valid corporate e-mail- id and mobile no. of authorised representative at Instruction to Bidders for communications through e-mails / SMS alerts (if any).
18. **Modification :** 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.
19. **Submission of Forged/Tampered 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.
20. **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 personalized dashboard under "Upload Shortfall Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/information on their personalized dashboard at least once daily after opening of 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 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, the offer will be evaluated in accordance with NIT terms and conditions based on the documents already submitted at the time of bid opening.
21. **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 5 days.

22. **Prices:** Prices should be quoted in the BOQ available in the portal. Apart from other conditions stated elsewhere in this document, the following are to be carefully read before quoting.
- I. Rates should be valid for entire period of contract. No enhancement will be given during the contract 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. DCI reserves the right have negotiations with L1 party if the amount quoted by the party is found to be on the higher side. Post-tender negotiations are banned, except in the case of negotiations with L-1 (i.e. lowest tenderer).
 - VII. 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.
 - VIII. 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.
 - IX. 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/ CPP 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).
 - X. 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.
23. **New Tax:-** In case any new Tax (other than GST which is dealt above) becomes payable additionally or replacing any of the existing Taxes and Duties as per any statutory enactment or otherwise, it shall be admissible and paid at actuals on submission of documentary evidence.
24. **Award Of Work :** The Bidder, whose Bid has been accepted, will be notified of the award by way of Letter of Intent for submission of Security Deposit within 7 days of issuance thereof. On submission of Security Deposit, the confirmatory letter of award of work will be issued.
25. **Mode Of Payment :** - The payment will be made through Electronic System to the Bank details submitted by the bidder in the bid document.
26. **Conditional tenders :-** Conditional Tenders and additional conditions of the tenderer will not be considered. If a bidder submits a bid with conditions/ additional conditions or making any changes in the tender document, the same will be summarily rejected.
27. **Breach :-** In the event of any breach of contract on the part of the contractor, the Corporation reserves the right to forfeit the entire security deposit. Corporation also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer.
28. **Rules of DCI :-** All rules and regulations governing the Dredging Corporation of India Limited will be applicable.
29. **Recovery of Amounts:-** If as a result of any post audit,, any amount is found to be recoverable from the

tenderer, the same will be recovered first from any sum due to the tenderer against any current bill of the tenderer and/or from their security deposit and/or from any other amount due from the Corporation and/or on demand.

30. Liquidated Damages: DELAY IN THE TENDERER'S PERFORMANCE

- a) Delivery of the items/software shall be made by the tenderer in accordance with the time schedule specified by the client.
- b) An unexpected delay by the tenderer in the performance of its delivery obligations shall tender him liable to any or all of the following:-
- c) In case of non/partial supply of the items/material/software within a stipulated contract period, LD @ 1% per week or part of a week subject to a maximum of 10% of the contract value for delay.
- 31. **Penalty :** Apart from the above, penalty will be imposed as stated in the tender document for non-performance/ deficiency in performance as described in the tender document. Penalty as and when levied is required to be paid within 7 days from the date of intimation of the same, failing which it would be recovered from the Security Deposit submitted by the bidder along with interest @ 15% from the date of levy till the date of recovery from security deposit.
- 32. **Deductions for shortfall/deviations:-** If the execution of the work is not as per the agreed Plan/ or defective or damaged/ there is any shortfall/deviation from the scope of the work and/or as agreed upon between the parties, and the work is accepted with such defect/damage/deviations/shortfall etc., the Company may deduct such amount towards such damages/ defects/ shortfall/deviations based on the total cost and the decision of DCI will be final and binding on the party whether or not DCI suffers any financial loss due to said the defects or damages or deviation from agreed plan.
- 33. **Canvassing :** - Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 34. **Rejection:-** Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable for summary rejection. The tender containing uncalled for remarks or any additional conditions is also liable for summary rejection.
- 35. **Change in constitution:-** Any change in the constitution of the tenderer shall not be permitted except with the clear written consent of the Corporation.
- 36. **Consortium formation :** Consortium can be formed provided Technology partner shall have relevant experience in the field as per PQ Criteria. Implementation partner shall also provide the consortium agreement along with the bid with the technology partner. Consortium shall identify the leading Technology partner for overall responsibility of the PMS Implementation with complete Risk & Cost on the leading partner account with respect to the Tender.
- 37. **Default/delay in starting the work:-** 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 withhold 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.
- 38. **Safety and Custody:-** Safety and custody of all the materials and men working on behalf of the contractor is the responsibility of the contractor DCI will not be held responsible or entertain any claim for any loss etc. of the same. The contractor will be responsible for replacing of any material that is lost or damaged

39. **Release Of Information:** The bidder shall not communicate or use in advertising, publicity, sales releases or any in medium, photographs or other reproduction or works under the contract or descriptions of the size, dimension, quantity, quality or other information concerning the service,, unless prior written permission has been obtained from [the Company](#).
40. **Non Solicitation :** The bidder shall not solicit or attempt to solicit the services of any employee of the DCI during the tenure of the contract.
41. **Taxes, Permits And Licenses :** The bidder shall be liable and pay all Indian taxes, duties, levies, and costs lawfully assessed against the bidder in pursuance to the contract. DCI will not pay any extra amount on account of any permits or licenses that is required to be obtained by the bidder in course of execution of the contract except to the extent specified in the Tender/ Agreement.
42. **Law Governing Agreement:** The Agreement shall be governed by the relevant laws of Republic of India and shall be construed in accordance thereto.
43. **Non-Disclosure :-**The bidder shall not, without DCI's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of DCI in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
44. **Exclusive right of DCI:-** DCI, the Purchaser, reserves the right to accept or reject any or all offers in part or not to make any procurement against this tender, without assigning any reasons. No dispute of any kind can be raised against this right of the buyer in any court of law or elsewhere.
45. **Government Directive:-** Notwithstanding anything said above, DCI reserves the right to follow any guideline or instruction received from the Government or any statutory bodies received from time to time.
46. **Termination:-** Notwithstanding anything stated elsewhere in this tender document, DCI reserves the right to terminate the contract before the actual job has begun by giving 3 day's notice.
47. **Non-Transfearability :-** This work order/contract awarded to the successful party is not transferable. The party to whom the work order is given is not allowed to sub-contract this work by whatever name called to anybody. If it is found that this work is transferred or sub-contracted to anybody at any point of time, DCI reserves the right to cancel the contract with all its consequences including forfeiture of the EMD/ Security Deposit and carrying out the work for the balance period at the risk and cost of the party whose work order is cancelled plus levy of fine/ claim of damages from the party whose work order is cancelled.
48. **Statutory Approval:** The bidder shall obtain all the required statutory and other clearances/ approvals as may be required from the respective Competent authorities. The bidder shall be responsible for complying with the all clearances obtained by them and also all the applicable/prevaling laws, rules, regulations, policies, procedures and guidelines of the Govt. of India and state where the service is provided .
49. **Intellectual Property Rights:** The bidder will indemnify DCI from any claim against it by any third party for any infringement into the Intellectual Property Rights of the party in respect of any software used by the bidder in connection with the contract with DCI.
50. **Force Majeure:-** If at any time before the actual stipulated date of delivery, the completion of the work is delayed due acts of God, war or other hostilities, civil war, flood, typhoons, hurricanes, storms, earthquakes, tidal waves, landslides, tsunami, fires all the foregoing, irrespective of whether or not these events could be foreseen, at the date of issue of the work order, and in any such case, both the parties will discuss regarding a mutually acceptable new date of delivery. However, if cumulative above force majeure delays exceed 75 days, DCI has the right to rescind the contract. The contractor cannot claim and DCI is not liable to pay for any damages of whatsoever nature that may have been suffered by the contractor due to Force Majeure.

51. **Alternate Dispute Settlement of Mechanism:**

(i) Excepted Matters

The decision of the Chief General Manager or Chief Financial Officer or any other Authority (as may be specified in this behalf in the Tender) shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications, designs and drawings and instructions concerning the works or the execution or failure to execute the same arising during the course of work and in the maintenance period. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor/supplier strictly in accordance with the instructions Chief General Manager or Chief Financial Officer. The above Excepted Matters are only illustrative and any new matter can be added or any matter given above can be deleted or modified at the discretion of DCIL.

- (ii) On matters other than those referred to above as Excepted Matters or other than those which are stated to be final and binding on the contractor/supplier, if any dispute or difference arises between the DCIL and the contractor/supplier in connection with the contract or as to the rights and liabilities of the parties hereto, immediately after receipt of notice of dispute by either party, both parties shall first endeavour to resolve the dispute through negotiations through their authorized representatives.
- (iii) Instead of direct negotiations or if direct negotiations fail, the parties may opt for settlement of the dispute through third party mediation. Parties shall mutually agree to nominate a Mediator. The seat and venue of Mediation shall, preferably, be Visakhapatnam and the language shall be English.
- (iv) Negotiation and/or Mediation shall be completed within a period of one hundred and twenty days from the from the day of commencement of negotiation or date of first appearance before the mediator, as applicable. This period may be extended for a further period as agreed by the parties, but not exceeding another one hundred and twenty days. The cost of mediation including Mediator's fees, logistics, boarding and lodging, travel, clerical charges and other expenditure, if any, will be shared by both the parties, equally.
- (v) If the matter is not resolved through Negotiation or Mediation within the time specified above, it can be referred by any of the parties for settlement through Arbitration if the value of the dispute is less than Rs. 10 Crores and if the value of the dispute is Rs.10 Crore or more the matter will be decided through adjudication. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher). Arbitration will be as per the Arbitration and Conciliation Act,1996 as amended from time to time

(vi) **Arbitration Clause**

Subject to Clause (v)above, on matters other than those referred to above as Excepted Matters or other than those which are stated to be final and binding on the contractor/supplier, if any dispute or difference arises between the DCIL and the contractor/supplier in connection with the contract or as to the rights and liabilities of the parties hereto, the same shall be referred to arbitration by a sole Arbitrator appointed through mutual agreement between the parties and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act 1996. The parties may decide to appoint a three members Arbitration Tribunal in which case one arbitrator each will be nominated by the respective parties and the arbitrators, so nominated, will jointly appoint a presiding arbitrator.

- (vii) The arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof. The language of the Arbitration proceedings shall be English. The seat and venue of the Arbitration shall be

Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract. Any arbitral award passed in connection with this Tender/Contract shall not carry any interest for the pre-reference and pendent lite period and the Arbitrator(s) is/are precluded from awarding such interests.

- (viii) Irrespective of the outcome of the Arbitration proceedings, the cost towards fees of the Arbitrator(s), his/their stay and transportation arrangements, venue and logistics arrangements will be equally shared by both the parties. The legal cost like advocates fees for pleadings, arguments, examination of witnesses, etc will be borne by the parties for their respective advocates/legal firms. Both parties shall enter into an agreement to this effect on the 1st Sitting of the Arbitration Proceedings after invocation of Arbitration. with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

52. **Jurisdiction Of Courts:** All matters with reference to this contract will be in accordance with the prevalent Indian Laws and all disputes will be subject to the Jurisdiction of Visakhapatnam only.

53. Integrity Pact (IP)

Integrity Pact shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract though an appropriate provision. The bidders should sign and submit "Integrity Pact" (02 sets) to be executed between the bidder and should submit head office of Dredging Corporation of India Limited, in a closed envelope super scribed "Integrity Pact" along with Name of the Tendered work, before due date and time of the tender submission. If Original hard copy is not submitted at DCI Head Office before due date and time of the tender submission, such bid shall be liable for rejection. IP would be implemented through either of the following Independent External Monitors (IEM) for this tender.

1. Shri. Kishore Kumar Sansi,
B-301, Badhwar Apartments Sector-6, Plot No. 3,
Dwarka,
West Delhi-110075
Mobile: +91-9686009000
Email- kishoresansi@hotmail.com

Shri. P. K. Dash, I.A.S. (Retd.) Near Laharpur
Dam, Bhopal
203, SubhNiwas, 12-13-548, Mobile: +91-
9425011441,
Email- pkdash81@gmail.com

For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.

54. Power of Attorney

Power of Attorney (PoA) duly notarized on Rs.100/- non-judicial stamp paper, along with letter of submission in a sealed cover shall be submitted at DCI Head Office in Original before due date and time of the tender submission. Tenders without notarized power of attorney shall be considered irresponsive and are liable for rejection. Original PoA should be submitted at head office of Dredging Corporation of India Limited, in a closed envelope along with "Integrity Pact" and EMD in case of BG, super-scribed with Name of the Tendered work, before due date and time of the tender submission. If Original hard copy is not submitted at DCI Head Office, such bid shall be liable for rejection.

55. Mode of submission of bids

Tenderer shall submit his bid online only at CPP website: <https://eprocure.gov.in/eprocure/app>. Hard Copy submission shall not be considered for evaluation. Tenderers are advised to follow the instructions provided in the (Instructions to the tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders are required to get enrolled/ registered on <https://eprocure.gov.in/eprocure/app> before participating in the tender. The portal enrolment is free of cost. However, any charges applicable in connection with preparation/ submission/award of this bid, if any, shall be on the account of tenderer only. Hard Copy bids (offline) shall not be accepted, except Originals of Integrity Pact (02 sets), PoA , EMD in case of BG.

56. In case the quotes are in foreign currency, the foreign exchange rate as per SBI TT selling rate existed as on the date of price bid opening shall be considered for evaluation.

SECTION - III
Scope of work\Functional requirement for implementation of Asset Management / Planned Maintenance System

1. Brief overview:

Dredging Corporation of India, a premiere dredging company, Owned by a Consortium of four major ports (Visakhapatnam Port Authority, Jawaharlal Nehru Port Authority Mumbai, Deen Dayaal Port Authority Kandla and Paradip Port Authority Paradip under Ministry of Shipping, Government of India). DCI provides Maintenance Dredging, Capital Dredging, Beach Nourishment and Reclamation Services to its clients. DCI clients include Major Minor Ports in India, Indian Navy etc.

DCIL having a fleet of ten Trailer Suction Dredgers, Cutter Suction Dredger, Backhoe Dredger and other Ancillary Vessels working at various ports across Coastal India. Presently DCI Vessels are working in Haldia, Paradeep, Kochi, New Mangalore and Kandla Port. The locations may change based on client requirements.

It is proposed to implement Planned Maintenance/Asset Management/ Computerized Maintenance Management System for DCI Vessels and User Departments at Head Office. Apart from DCI Vessels, the other users of the Asset management system include Technical Department and Project Offices/regional offices.

The Scope of work of the proposed implementation is given below. The requirements given are indicative only. The Bidder shall study DCI business processes related Asset Management before submitting the bid. There may be variation in scope by approximately **ten percent**. DCI reserves the right to vary the functionality at any stage.

2. Maintenance functionality in DCIL:

- a) Dredger Function: The material (soil / sand) is dredged with drag head and it is conveyed with suction pipe to Hoppers through dredge pumps (suction pump). The hopper level can be maintained with overflow valve arrangement. The material is unloaded through bottom hopper doors at suggested area. The bottom hopper doors and overflow valves are operated with Hydraulic cylinders.

The Daily observations and maintenance activities are entered in a log book. The Deck related log entries are made by Master and Engine side log book entries by Chief Engineer. Based on the observations and OEM prescribed Schedule, the maintenance Planning is done. Required spares are purchased to fulfil the Preventive Maintenance Schedule Job activities. Dry Dock is one type of Preventive Maintenance where the Dredger is taken to the service yard. During dry docking, the whole ship is brought to a dry land so that the maintenance of submerged portion of hull can be done.

In some cases due to sudden breakdown of equipment, maintenance activities are carried out. The breakdown history maintained for analysis purpose.

- b) Three types of Dredger Maintenance activities are carried out in DCI. a. Preventive maintenance
b. Breakdown Maintenance
c. Dry Dock Maintenance (statutory maintenance)

Preventive Maintenance activities for the dredger equipment are done based on running hours and on periodical basis based on the recommendations of Manufacturer. The Dry-dock maintenance is also one type of Preventive Maintenance. The job cards are created as per schedule for all the equipment's in preventive maintenance. In P.M.S Job card, previous maintenance date & running hours and next maintenance date & running hours (tentative) are mentioned.

1) Breakdown Maintenance activities are performed on Dredger. Eg: Drag Head Wear pads changing, Pump Seals etc. Depending on the complexity, the job is done by the ship staff during operation of the vessel or may be taken to a yard / workshop for performance by the third party.

3) Dry Dock Maintenance/ Layup repairs is a statutory/ repairs maintenance for dredgers which is carried out in a span of 2 ½ years. During Dry docking both internal (engine side and deck side) and external (vessel hull portion) maintenance activities are carried out. Before going for Dry dock Maintenance, Maintenance schedule & job cards will be created. Necessary spares are purchased or transferred to fulfil the Dry dock requirements. The dry dock maintenance is done by a third party under the supervision of DCIL.

4) The statutory Authorities carry out the Surveys in the Vessel and inspect the equipment. If the equipment is functional for intended use of the Vessel, the Authorities issue Certificates with Validity without which a Vessel cannot operate. Few of the surveys such as docking survey are carried out during dry dock and annual surveys are also carried out on the vessel by statutory authorities. The information related to the survey needs to be stored in the system and alerts should be sent to concerned well in advance before the expiry of certificates.

c) Dredger activities are mainly divided into two sections

1. Engine
2. Deck

The main equipment's in Engine side are

- ❖ Main Engine & Control System
- ❖ Propeller & Tailshaft
- ❖ Propeller gearbox
- ❖ Shaft Generator
- ❖ Dredge pumps
- ❖ Dredge Pumps Gear box.
- ❖ Jet Pumps
- ❖ Auxiliaries
 - Gland pumps
 - Valve flushing pumps
 - Booster pumps
- ❖ Hydraulic system pumps: L P & HP
- ❖ Fuel pumps
- ❖ Lubrication system pumps for all major equipment
- ❖ Compressors: Main, Control & Working
- ❖ Bow Thrusters (Forward & Aft): Machinery & Control System
- ❖ Purifiers: Heavy Oil, Diesel Oil & Lub oil.
- ❖ Pneumatic Clutches
- ❖ VFD Drives
- ❖ Aux Engines & Control system
- ❖ Stern tube sealing system
- ❖ Steering Gear & Control system
- ❖ Main Switch board & Installations.
- ❖ Anchor Windlass & Control systems.
- ❖ Mooring arrangements & systems.

The main systems in Deck side are

- ❖ Suction tubes, Turning Glands, Fork arms, Suction bellows, Lifting Sockets, Jet Hoses.
- ❖ Cylinders & Gantries

- Trunnion
- Intermediate
- Drag Heads
- ❖ Gantries
- ❖ Winch machines
- ❖ Hydraulic cylinders
- ❖ Hopper bottom doors
- ❖ Dredge Navigation system
- ❖ Dredge monitoring System
- ❖ Dredge Communication system
- ❖ DLM & HVLM Sensors
- ❖ Overflow duct
- ❖ Shore pumping system: Upper door Cylinders, Doors & Chains
- ❖ Wire Ropes, Pulleys, Staffa motors, Gearboxes, Winches & Drives
- ❖ Dredge Equipment PLC Control system.
- ❖ SCADA System & Servers.
- ❖ Sluice Valves & control system
- ❖ Bow Coupling system & arrangements.
- ❖ Safety Equipment
- ❖ Life boats & Launching system
- ❖ Fire pumps
- ❖ Emergency Generators
- ❖ Fire Control System & Alarm system
- ❖ Hypermist System & control System
- ❖ Watertight doors & control system
- ❖ Fixed Fire Fighting system & control system
- ❖ L.S.A & F.F.A onboard.

The above list of equipment is only indicative.

3. Reports in Asset Management:

The various outputs reports relating to the Maintenance are listed below. The system should be configured/setup so that these output reports can be generated from it. The reports are indicative only (the number and composition of the reports is subject to change as requirements are defined more clearly during implementation).

- ❖ Equipment list
- ❖ Maintenance Schedule Month wise
- ❖ Maintenance Schedule Year wise
- ❖ Maintenance Schedule in Dry-dock
- ❖ Breakdown maintenance History
- ❖ Posted job cards
- ❖ Spares list
- ❖ Pending job cards
- ❖ Preventive Maintenance schedule
- ❖ Safety equipment's Maintenance alerts
- ❖ Safety survey status alerts
- ❖ Continuous survey machinery
- ❖ Defect List cum work order

- ❖ Short Spares reports" as per upcoming maintenance schedule (pro rata running hours calculations on future date projections) as per the lead time of delivery of spares.
 - ❖ Creation of Job cards for ship-staff as per assigned responsibilities (assignment roles were be provided by DCIL)
 - ❖ Creation of Access Code (USER ID & Password) for Ship staff in various different Managerial capacities) so as to assign responsibilities for attending the job cards created by the P.M.S System for different set of machinery & equipment.
4. The Asset Management Module should be integrated with other modules of ERP viz. functionalities related to spares, inventory etc. by the implementation partner.
5. The solution shall be implemented in eight Vessels.

a) The following activities are responsibility of the selected solution provider:

- Prepare a document giving details of proposed/new business processes, revised roles of the users in the new environment etc.
- Details of change management – what are the major changes due to introduction of the software package, how is the organization likely to be impacted (in business process terms) and plan to ensure smooth transition etc.
- Setting of the system as per the proposed and mutually agreed business processes. For this, the product may have to be customized. Details of customization to be recorded in a separate document that will be explained and handed over to DCI at the end of the Project.
- Documenting the changed/revised business processes suggested with the impact and change management details. The changes should be implemented after concurrence from DCIL.
- Testing of the system for correct input and output for each function and for cross – function accuracy.
 - Training customer Project Team Members in Operations and basic setup operations of the Asset/planned/Maintenance Management application.
- Implementation of the Maintenance Management package with agreed scope of work and in agreed time frame.
 - Document the system configuration/setup and explain to customer representatives.
- Design, Develop and Customize additional reports, if these are not provided for in the standard reports of the package.
 - Suggesting strategy for archiving and retrieving data and training user personnel on these.
- Study of the existing Vessel Maintenance processes in detail and Provide appropriate input formats to capture the data related Maintenance of various equipment on the Vessels.

b) The other Responsibilities of the Tenderer.

The Tenderer shall be responsible for end to end execution of Project including the following:

- a) The tenderer is responsible for implementation, customization & integration with MS Dynamics 365 F&O on premises as per functional requirements.
- b) The tenderer is responsible for Data capturing of all Vessels/Transfer from Legacy System. All the required for functioning of the application, including equipment, Maintenance Schedules etc. Shall be captured for all Vessels by the tenderer. The job is to be performed in consultation with ship staff. DCIL will provide Technical Manuals etc.
- c) The data related to all the equipment, which is installed on board, should be captured into the system by the implementation partner in consultation with ship staff, in a structured manner. It should include main equipment, sub and sub-sub equipment and so on etc. & Equipment Data so captured should be included in the P.M.S System as per OEM defined Running hour based maintenance system & or as per Condition based maintenance system (as per DCIL/ Ship staff indications).
- d) All the data related to preventive maintenance of the as per manufacturer (O.E.M: Original Equipment Manufacturer) recommendations of all the equipment in the Vessel to be collected and captured into the system by the Implementation partner personnel in consultation with the ship staff.
- e) Machinery- Equipment-wise running hour records to be the basis of the "Planned maintenance system". Previous Running hour records of the machinery / equipment on board will be provided by DCIL/ Ship staff as per existing records on board /Office and to be captured into system.
- f) Monthly/ daily Measurement of machinery running hours to be done using Running hour Counters installation on board for all equipment. The installing of Mechanical/ electronic counters on control panel of the equipment wherever they are not available is tenderer responsibility. The number of counters to be installed in each vessel will be around 50 maximum. (Analogue / Digital counters which work on 50 Hz Cycle). The Analogue / Digital counter readings will be fed manually by the PMS user in the PMS Software for recording running hours.
- g) All machinery manual, forms, Drawings, Documents, Service reports, Inspection reports, repair reports, forms, Drawings, Documents, Service reports, Inspection reports, repair reports to be captured in electronics formats/ pdf & uploaded in PMS SOFTWARE. In case of the change of the machinery / non availability of the manuals, on board; it will be responsibility of Vendor to obtain the latest OEM Manual, for the said OEM equipment / Third party & provide/ upload in PMS SOFTWARE. The upper limit for supply of Non available manuals does not exceed 20 pieces for each vessel. The cost of acquiring the manuals may be quoted separately. OEM Manuals & relevant data (name plate indicating serial number & type) will be available on-board. In case same is not available; OEM can be contacted by the Vendor. OEM / OEM Authorized Re Seller/ Equivalent OEM details can be provided by DCIL in case of non- availability on the Vessel.
- h) All Machinery- equipment spares on board to be accounted for in the PMS Inventory modules of the respective Dredger irrespective of the Origin of the spare (Imported/ indigenous). Vendor will have to carry out **Spare parts Audit on-board** & bring all the spares available on-board in PMS inventory.
- i) Planned maintenance system to be made as per the O.E.M Guidelines & as per the O.E.M provided manual, on board. Digitals soft copy of all such manuals viz" Operation, Maintenance, Spare parts, Tools list, Drawings shall be part of PMS Software and linked to the PMS activity by the job cards indicating spares required, tools required, man power required, time required.
- j) Spare parts of all equipment on board shall be made available in PMS SOFTWARE from the spare part catalogue as per the OEM manual, which includes description, make model, serial number of the equipment.
- k) It will be responsibility of the Tenderer to ensure that all spare parts are having the material codes for raising the indent by the ship staff. In case of non-availability of the material code for the spare, Tenderer will provide the list to the DCI Office for creating the same. Upon having the material code from DCI Office the Tenderer will upload same in the PMS.
- l) Planned maintenance system to be linked with Inventory of spares on board to carry out the scheduled or Breakdown maintenance on board.
- m) In case of non -availability of the spare for carrying out scheduled maintenance of the equipment; the PMS SOFTWARE module to indicate such nonconformities via "Short Spares reports" as per upcoming maintenance schedule (pro rata running hours calculations on future date projections) as per the lead time of delivery of spares. Alert should be generated and send to ship staff and

Technical Superintendent on non-availability of a spare part for carrying out of a maintenance for critical equipment well in advance six months.

n) All Company provided forms to be available in the PMS for the ship staff to capture the data of Company forms.

- o) All equipment on board, have to be assigned to the crew on board as per the seniority, rank, department, Experience. In order to do that correctly all users have to be given login credentials to PMS Software by way of **User ID and Password** specific to that person and rank. **Admin level**

access will be provided to the Master and CEO on board So that they can assign the equipment and machinery within their departments for PMS related works. The responsibilities as per ranks on board will be as per the ship board operation manual (SOM).

- p) Responsibilities to be assigned in the PMS Software for taking inventory and raising of indents as per assigned equipment and machinery in PMS (SOM).
- q) Provision of submitting the photo reports of vessel structure, painting, maintenance, equipment by way of monthly returns in PMS. Entire vessel working spaces, super structure, hopper, Sluice valves, gantry cylinders, foundation and steel structure, davits, bollards, fair leads, pipelines, valves, lifting eyes, cranes, hooks etc. should be included.
- r) Auto generation of Draft spare part indent for next scheduled PMS activity after completion of current Maintenance activity.
- s) All spares available on board, (OEM make/ Indigenous make) to be arranged in the locations/ stores as assigned by ship staff.
- t) All available spares on board to be tagged suitably machinery wise, group wise, Item wise , part wise for prompt retrieval of Inventory and ease of rob checks on board.
- u) Accurate Stock update of Inventory on board in PMS SOFTWARE as per PMS requirements.
- v) Provision of Creation of Single Click " spare parts Indent" in ERP as per pre-configured PMS activity / Condition based maintenance activity.
- w) Bring the entire Inventory of Spares available onboard in ERP module & correlate the same as per PMS requirements of the Vessel. The spares/consumables required for carrying out each maintenance job should be mapped to the inventory module of the ERP.
- x) Shortages/ Excesses of Inventory of spares should be clearly indicated to attend the PMS Activities of the Vessel as per OEM Provided maintenance schedules/ Condition based maintenance schedules.
- y) The Tenderer should submit a detailed Project Schedule and milestone chart with time schedule within two weeks from the date of Purchase Order.
- z) DCIL shall provide hardware (Server, PCs, Network, etc.) for Testing, Training and Implementation of Planned Maintenance System..
- aa) Tenderer should provide testing strategy, test cases, etc. before commencement of software implementation and must demonstrate the test result after implementation of software Business Solution.
- bb) The tenderer should address Approach and Methodology of implementation & customization of the Software. The plan should adhere to the standard steps of software development/implementation & customization/post implementation.
- cc) The tenderer should submit a note on deliverables at various stages of the implementation of the Project like System Study Document, Customization Requirement Document, System Design Specifications, Module/Integration Test Plan, System Test Plan, Training Plan, etc.
- dd) The tenderer should provide Manpower/resources deployment plan for the Project. Resumes of the Project Manager, Functional Consultants and Technical Consultants who are part of the implementation Project should be provided before commencement of project.
- ee) The Project team must include the following manpower and deployed as per the project requirement.
- Marine chief engineer will sailing experience.
 - Marine engineer with superintendent experience.
 - Marine engineer with Software development experience.
 - Marine engineer with dredge equipment maintenance, repair & operations.
- ff) The functional and Technical consultants should have experience of minimum two Implementation cycle

using Planned Maintenance System/Asset Management Module in Dredging/Marine industry vertical.

gg) The tenderer must suggest hardware, software for installation of the Software for running in each vessel.

- hh) The tender should provide all documentation for using the application i.e. installation manual, administration manual, user manual etc.
- ii) History data has to be uploaded as per available data onboard for PMS & running hours pre-existing in EXCEL Sheets, Drydock Reports, Equipment Overhaul reports of OEM Service Engineers. Any Errors have to be intimated to Technical Superintendent of respective Vessel. History Dry dock data for at least 2 Renewal Survey Cycles including 2 intermediate docking surveys & any Emergency docking Survey within the two renewal surveys shall be captured in data build.

5. **TRAINING:** Training support should be provided by the firm to the personnel who will handle the Business software solution. The timing of the training shall be agreed between DCIL and the Selected Software Implementer. Ideally, the training should take place during the testing of Software. The training shall be organized in all the Vessels for Ship staff at respective Vessel, and Dredge House, Visakhapatnam for Head Office users. The training should be organized for 2 Groups of internal users: First Group will consist of Developers & System Administrators from the IT Department for about 10 days (7 days for development and 3 days for System Administration) and the Second Group from the Functional Departments of Technical and Vessel Staff for about 4 days each. The training should cover all aspects of Planned Maintenance System.

6. The software capabilities:

- a) The software should be capable of running in vessel with its own database and application for 24x7 access by vessel staff.
- b) The software should have office version for viewing by Head office/Regional office/project offices.
- c) The office version of the software should be synchronized with vessel data at regular intervals and should contain data from all vessels.
- d) The software should provide APIs for integrating with DCI ERP, which is MS Dynamics 365 Finance & Operations on remises.
- e) The software should meet all functional requirements as mentioned in this section.
- f) There will be 15 active and 3 concurrent users per vessel. Also there will be 30 users from shore which include one or two admin and remaining from Technical department and project Offices .
- g) Data flows between Head Office ERP server & Head Office PMS Server. Vessel PMS Server communicates two way with Head office PMS Server. If any other provision available in the vendor software is also acceptable.
- h) Raising of Spare Parts Indent in P.M.S Software on Vessel & the same indent shall come in ERP with relevant Material codes for procurement action by material team.
- i) Auto Populating of the Spare parts Inventory in PMS software on receipt of Spares on-board in ERP Dynamics (Material Issue Voucher).
- j) Consumption of spare parts in PMS Software when a PMS activity is marked completed by Ship-staff & same shall reconcile in ERP Dynamics Inventory.
- k) Manual update of stock receipts & stock consumption has to be available in order to take care of emergency maintenance requirements, Emergency Supplies & Breakdown Repairs.
- l) It should be possible to export all Dry dock jobs into project management software and monitor progress of dry dock jobs.
- m) A Training Module of the PMS Software on the Local Server which may / may not be part of the P.M.S Software to be provided. Shipboard users should be able to utilize training module at the time of their choice during their Rest Hours / Work Hours as required.

7. AMC Support:

- a) The AMC support should be provided for three years including warranty period of one year.
- b) The support to be provided off site from 2nd year i.e., after completion of warranty.
- c) Any updates/bug fixes/changes should be provided free of cost.

- d) Any changes / customization in the Software functionality should be provided as per DCI requirements.
- e) Any new report or changes to the existing report (Maximum 15 per year).
- f) Any issue in software or program due to which the business functionalities are stopped should be corrected at the earliest so that software availability is ensured.
- g) Training of Ship staff (for one day in each vessel) 2 times in a year for during AMC/Support period in all the vessels as per schedules indicated by DCI to be provided.

8. Integrity Pact:

The Integrity Pact has been included to this subject Tender and to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (two) sets of original as per the Annexure 6. This Integrity Pact will form part of the Tender Document. **REPRESENTING MATTERS TO INDEPENDENT EXTERNAL MONITORS IN CASE OF TENDERS/ CONTRACTS WHICH ARE OF Rs.1.00CR AND ABOVE VALUE:** Signatories to the Integrity Pact with regard to a Tender/Contract can represent a matter with regard to the Tender/Contract to the Independent External Monitors (IEMs, under the Integrity Pact Provisions), as mentioned in Clause No.16 of IFB. Persons signing the Integrity Pact shall not approach for Negotiation/Conciliation/ Arbitration/Adjudication while representing matters to the IEMs and he/she will await their decision in the matter

SECTION - IV

PREQUALIFICATION CRITERIA

The following are the basic prequalification criteria for a bidder to be technically qualified :-

- a) **I Experience Criteria :-** The tenderer should have successfully executed in at least two organizations Implementation of Asset management/Planned Maintenance system in the last five years. The Vendor to have prior experience in the implementation of Marine PMS software & should have at least 10 Vessels using currently their PMS Software.

Three similar works each of ₹ 75lakhs of contract value, two similar works each of ₹ 90 lakhs of contract value or one similar work of ₹145 lakhs of contract value) to be submitted by the Tenderer.

Supporting documents of Invoices, Work Completion Certificates/ Delivery protocols and work orders should be submitted. Tenders submitted without the above supporting documents are liable to be rejected.

- II. Turnover Criteria:-** Average Annual turnover of the tenderer during the last three financial years i.e 2021-22, 2022-23 and 2023-24 should be at least 30% of the estimated cost. Supporting documents - certified true copies of Balance Sheet/ Profit and Loss A/C/ should be submitted.

III. The PMS Software to have approval from IR (Indian Register Of Shipping) Class or should have been implemented in any international reputed dredging company. In Case of non-availability of I.R. Class Type Approved PMS Software, any other I.A.C.S(International Association of Classification Societies) Class Type approved PMS Software will be acceptable, provided the Vendor should give undertaking that I.R Class Type approval will be obtained & submitted to DCIL within 3 months from date of award of work order & prior to release of any dues from DCIL.

IV. The Consultants assigned to DCI should meet the following requirements:

- a. The members of the implementation team should have Marine personnel with experience in implementing in shipping/dredging industry.

Documentary evidence for the above to be submitted before project commencement.

The tenderer is required to fulfill the above pre-qualification criteria and submit the information/documents with regard to pre-qualification criteria etc., in the Technical Bid cover failing which his bid may not be considered/ he may be technically disqualified.

Criteria for Determining L1

DCI will consider the total cost of ownership over a period of 5 years for determining the L1. For perpetual/ on premise licenses, cost the initial cost during the first year and annual cost in subsequent year for receiving updates/ upgrades will be taken into consideration. The amount to be paid in subsequent years (2nd year, 3rd year,...) will be reduced by a discounting factor of 10% per annum and will be loaded for arriving at total cost of ownership and same rule will be applicable for subscription model of licenses.

Participating Vendor should give a presentation and Demo of the Software before the last date of submission of tender.

SECTION - V

SCANNED DOCUMENTS TO BE SUBMITTED / INFORMATION TO BE FURNISHED ALONG WITH TECHNICAL BID TO BE UPLOADED IN THE FOLDER NAMED "ELIGIBILITY DOCUMENTS"

Note: - I. THIS SECTION SHOULD BE FILLED ON THE LETTER HEAD OF THE BIDDER, , SIGNED AND UPLOADED ALONG WITH THE DOCUMENT STATED HEREIN.

2. PLEASE UPLOAD THE DOCUMENTS IN THE SAME ORDER AS STATED HEREIN

I.E., THE STARTING PAGES SHOULD BE THIS SECTION V DOCUMENT DULY FILLED IN AND SIGNED FOLLOWED BY ALL THE ATTACHMENTS STATED HEREIN IN THE SAME ORDER STATED BELOW. ALL SCANNED COPIES SHOULD BE SERIALY NUMBERED AND THE PAGE NUMBERS TO BE GIVEN IN THE SPECIFIED COULUMN IN SECTION V.

3. ALL FIELDS ARE TO BE COMPLUSORILY FILLED. IF ANY INFORMATION IS NOT APPICABLE/ NOT AVAILABLE/NIL, PLEASE WRITE - NOT APPLICABLE/ NOT AVAILABLE/NIL AGAINST THE PARTICULAR COLUMN.

I.	Particulars	Columns to be filled in wherever applicable	Page Nos of scanned copies				
			From	To			
2.	Particulars of Tenderer		Scanned copies Not necessary				
A	Name of the Party						
B	Postal Address						
C	Authorized person's name						
D	Authorized person's designation						
E	Telephone Number						
F	Mobile Number						
G	e-mail address						
3.	Tender Cost - Provide the UTR number along with date of online transfer and attach the scanned copy	UTR No : Date :					
4.	EMD- Provide the UTR number along with date of online transfer and attach the scanned copy	UTR No : Date :					
5.	Scanned copy of the complete Tender document signed on each page with Tenderer's seal in token of acceptance of all the conditions of the Tender document.	Yes/No					
6.	PRE-QUALIFICATION CRITERIA						
	I Experience Criteria :-	Sl. No	Name of the Organisation	Year	Amount (Rs. in lakh)		
		I					
		2					
		3					

		4					
		5					
	II Turnover Criteria	2021-22	2022-23	2023-24			
7.	Bank Details (Please provide the information against each column)						Scanned copies Not Necessary
	1	Name of the Bank					
	2	Name of the Branch					
	3	Bank Address					
	4	Bank Account No					
	5	IFSC Code/ RTGS Code					
8.	Pan Card No. (Scanned Copy of relevant document issued by the relevant authority issuing the number to be attached)						
9.	GST Registration number issued by respective authorities (Scanned Copy of relevant document issued by the concerned authority issuing the number to be attached)						
10.	For MSMEs only : - The relevant valid registration certificate/document given by NSIC to be submitted along with Technical bid.						
11.	Annexure - I : -Letter of Bid (LOB) A scanned copy (on the letter head of the bidder and duly signed) of the declaration by the tenderer as to compliance of all conditions and having put no counter conditions in the format specified signed by a person competent and having the "Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the seal of the company" LOB along with "Power of Attorney" are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.						
12.	Annexure - 2:- A scanned copy "Power of Attorney on Rs.100 Non Judicial Stamp Paper						
13.	Annexure - 3:-Other undertakings						

SECTION - VI
PRICE BID FORMAT

Sl.No. A	Item	Unit Price (a)	Quantity	Total Price (a + b)
1	Supply of Enterprise Asset Management software on perpetual license basis.		8 vessels and Head office	
2	Implementation & Customization cost for Asset Management System/Planned Maintenance System with 1 year warranty (from the date of go live) as per scope of work in Section-III of the tender.		8 Vessels	
3	Data build cost for three main vessels. DCI Dr XII/DCI Dredge XVI/DCI Dredge XIX		Three	
4	Data build cost for five sister vessels relating to above 3 main similar vessels		Five	
5	Integration with other modules of MS Dynamics 365 F&O On premises ERP at HO for all vessels (for inventory, spares and PMS related data)		1	
6.	Supply & Installation of Counters (Max. 50 per vessel) as per actual		8	
7	Obtaining Manual from OEM wherever not available(Max 20 per vessel) as per actual		8	
8	Training on EAM/PMS to ship staff and shore staff	L S	8 vessels, HO	
9	AMC/support for 2 years after completion of 1 year warranty		1	
	Total			

Note:

1. DCI reserves the right to place Purchase Order for any or all of the items in the above BOQ at company discretion.
2. In case the quotes are in foreign currency, the foreign exchange rate as per SBI TT selling rate existed as on the date of price bid opening shall be considered for evaluation.

LETTER OF BID AND UNDERTAKING AS TO COMPLIANCE OF CONDITIONS AND NO COUNTER CONDITIONS (LOB) - TO BE GIVEN ON LETTER HEAD OF BIDDER.

Dated _____

To

M/s. Dredging Corporation of India Ltd., Visakhapatnam

Sir,

We hereby confirm having read by us read and/or explained to us so far all the terms and conditions stated in the tender documents in the connection with the subject tender and agree to be abide unconditionally the terms and conditions stated therein.

2. Should this tender be accepted, We hereby agree to abide by and fulfill the terms and conditions and other provisions contained in the tender documents, which have been read by me/us read and/or explained to me/us so far as they are applicable. In default of compliance any of these conditions, We agree to set off the extra cost if any, for carrying out the work at my/our risk and cost against the Security Deposit available with the Dredging Corporation of India Limited, or its successors and to pay the DCI or its successors on demand as debt due any amount required to meet the extra cost of carrying out the work over and above Security Deposit furnished by me/us.

3. We hereby confirm having read and understood all the terms and conditions of the tender and abide by these terms and conditions. All the pages in the tender documents have been initialed/signed and stamped in token of acceptance of the terms and conditions of the tender documents.

4. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

5. We hereby confirm that we have not put/ specified/ laid down any counter conditions and we accept the tender conditions and agree to abide by the same

Thanking you, Yours faithfully,

Place :

Date : SIGNATURE OF THE TENDERER WITH SEAL, NAME AND ADDRESS

Note: 1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the Power of Attorney to bind the Bidder. It should be submitted by the Bidder with its bid along with Power of Attorney. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per Annexure-2) by the person signing the LOB in favour of person bidding online, is required to be uploaded.

FORMAT FOR AUTHORISATION TO DSC HOLDER BIDDING ONLINE BY THE PERSON WHO HAS SIGNED LETTER OF BID

(On Rs. 100/- NON JUDICIAL STAMP PAPER.)

Dated _____

To

M/s. Dredging Corporation of India Ltd., Visakhapatnam

Sir,

We do hereby authorise Ms/Mr/..... Address
..... for online bidding on behalf of us for the e-tenders invited by DCI for the
subject tender.

Name, Signature & Seal of the person who has signed Letter of Bid

And is Authorising the DSC Holder for online bidding.

Name, Signature/ & Seal of the DSC Holder Authorised for online bidding

Signature & Seal of the PUBLIC NOTARY

**OTHER UNDERTAKINGS
(TO BE GIVEN ON LETTER HEAD OF THE "BIDDER")**

Date:

Dredging Corporation of India Ltd.,
"Dredge House", HB Cly Main Road
VISAKHAPATNAM-530022

I/We hereby confirm having read by me/us read and/or explained to me/us so far all the terms and conditions stated in the documents in connection with the subject Tender Ref No. No.

dated _____ and hereby declare/state/ undertake as under:-

1	I/we further confirm and declare that all the Tender documents have been signed.	
2.	We have not been banned or de-listed by any Government or Quasi-Government agencies or PSUs including DCI" in the last three financial years	YES/ NO (Strike off as may be applicable) If No, the details to be furnished.
3.	We (in case of firm- this is applicable to the promoters or persons who have controlling interests in the firm) are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Deputy Secretary or above in the Ministry of Ports, Shipping and Waterway Government of India and also certify that we do not have any relatives employed in DCI. (Relative to have the same definition as under Companies Act.	YES/ NO (Strike off as may be applicable) If No, the shall furnish the details with name and nature of relationship.
4.	With reference to your subject Tender we hereby give an Undertaking that we have not made any payment or illegal gratification to any person/authority connected any with the Tender Process so as to influence the tender process and have not committed any offence under the Prevention of Corruption Act in connection with the Tender. We also do under take that we shall disclose if any payment made or proposed to be made to any intermediaries (agents etc.) during the tender process in connection with this Tender.	
5.	With reference to subject Tender, we hereby certify that, we do not have any current litigation with the company.	YES/ NO (Strike off as may be applicable) If No, please furnish the details of litigation:
6	I/we hereby give consent that my/our response to this Tender may not be considered by the Company/ Assignment, if awarded be cancelled if it has been found any of the undertaking(s)/information/document(s) given in/along with this TENDER has been found to be wrong, misleading, incorrect, manipulated, forged or has been obtained by any improper means whatsoever	

Thanking you, Yours faithfully,

SIGNATURE OF THE "BIDDER" WITH SEAL

Place :

Date :

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be executed on Rs.100/- Non-Judicial Stamp Paper)

NOTE : The Bank Guarantee should be issued by a Nationalised Bank and enforceable at Visakhapatnam.

WHERE AS _____ having its registered office at _____ (indicate Name & Full Address of the Tenderer) (hereinafter called the "Tenderer") has submitted its tender no. _____ dated _____ for _____ (mention subject of the Tender) to Dredging Corporation of India Limited, Dredge House, HB Cly Main road Visakhapatnam - 530022 (hereinafter called "DCI") and the tenderer is required to submit an Earnest Money Deposit (EMD) from a Nationalised Bank, enforceable at Visakhapatnam for an amount of Rs. _____ (Mention the amount) along with the tender.

KNOW ALL MEN BY THESE PRESENTS that we _____ (indicate the name and address of the Bank) (hereinafter referred to as "the Bank") at the request of M/s. _____ the said Tenderer do hereby undertake to pay to the DCI an amount not exceeding Rs. _____ for which payment will and truly to be made to "DCI", the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS OF THESE OBLIGATIONS ARE :-

If the Tenderer withdraws his tender during the period of Tender Validity specified in the tender, or having been notified of the acceptance of this tender by DCI

- i) fails or refuses to execute the Agreement, if required, or ii) fails to submit the security deposit
- iii) fails to commence the work as per the Letter of intent or work order.
- iv) fails to comply with any term or condition of this Tender in respect of which it is expressly stipulated that its non-compliance will result in forfeiture of EMD

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and Payable under this guarantee without any demur, merely on a demand from the DCI without DCI having to substantiate the demand, provided that in the demand, DCI will note that the amount claimed by DCI is due to DCI owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

3. We undertake to pay to the DCI any money so demanded subject to the limit of Rs. _____ not-withstanding any dispute or disputes raised by the said Tenderer 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 valid discharge of our liability for payment thereunder and the said Tenderer shall have no claim against us for making such payment.

4. Notwithstanding anything contained herein contained, our liability under this guarantee will be limited to Rs. _____ and will remain inforce up to a period of 90 (ninety) days from the date of opening of the technical bid and any demand in respect thereof must reach the bank not later than the

date of expiry of this guarantee failing which all the rights of the Corporation under this Guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

5. Notwithstanding anything contained herein contained, in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of the beneficiary shall not be entertained by the Bank. Any invocation of the guarantee can be made by the beneficiary directly.

6. Notwithstanding anything contained herein contained herein above;

a) Our liability under this Bank Guarantee shall not exceed Rs. _____

b) This Bank Guarantee shall be valid upto _____

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if DCI serves upon the Bank a written claim or demand on or before _____.

Date the _____ day of _____ 20____ For ____ (indicate the name of Bank)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT (To be executed on Rs.100/-**(Non-Judicial Stamp Paper)**

NOTE: The Bank Guarantee should be issued by a Nationalised Bank and enforceable at Visakhapatnam.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Head Office at Dredge House, HB Colony Main Road, Seethammadhara, Visakhapatnam - 530022 (hereinafter called the "DCI" having awarded the work for

_____ (name of work) of Tender No. _____ dated _____

_____ vide work order issued vide letter no. _____ dated _____ to

M/s. _____ (indicate Name

& Full Address of the Tenderer) (hereinafter called the said "Tenderer") and having agreed exempt from payment under the

terms and conditions of the said tender dated _____ No. _____ made between the DCI and the Tender from payment of Security Deposit in cash for the due fulfilment by the said Tenderer of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs. _____ (Rupees _____ only).

We _____ (indicate the name of Bank) (hereinafter referred to as "the Bank") at the request of M/s. _____ the said Tenderer do hereby undertake to pay to the DCI an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach by the said tenderer of any of the terms or conditions contained in the said tender.

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 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 breach by the said Tenderer of any of the terms or conditions contained in the said Tender or by reason of the Tenderer's failure to perform the said Tender. 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. _____.

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the said Tenderer 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 valid discharge of our liability for payment thereunder and the said Tenderer shall have no claim against us for making such payment.

4. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged or till the DCI certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tender and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liability under this Guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree that the DCI shall have the fullest liberty without our consent and without

affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of performance by the said Tenderer 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 Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Tenderer 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 Tenderer.

7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DCI in writing.

8. This Guarantee will remain in force until one year from the date of delivery last of the subject. All claims under this guarantee shall be made by Regd. Post/ Hand Delivery against acknowledgement/ by courier. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs. (Rupees _____ only)

Date the _____ day of _____ 20 ____

For _____ (indicate the name of Bank)

Integrity Pact Form

Instructions for Execution of this Integrity Pact

1. As per ITB, GCC and SCC Clauses of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
3. The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchases should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:

"This stamp paper is an integral part of the Integrity Pact executed by us for [Insert the name of the package] Package and Specification Number [Insert Specification Number: package]"[Sample is given overleaf]

In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:

"The Integrity Pact executed by us for [Insert the name of the package] Package and Specification Number [Insert Specification Number of the package] is enclosed herewith "[Sample is given overleaf]

4. Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
5. All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
6. Bidders are required to clearly indicate the name and designation of the signatory(ies) as well as the name and address of the witnesses.
7. The Bidder shall not change the contents of the Integrity Pact.
8. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly.

(These are instructions for execution and does not form part of the Integrity Pact)

Rs. 100/- Non-judicial Stamp Paper

INTEGRITY PACT Between Dredging Corporation of India Limited (DCIL) hereinafter referred to as

"The Principal",

And _____

Hereinafter referred to as "The Bidder/Contractor"

Preamble

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

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

Section I - Commitments of the Principal:

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or other benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and fairness. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it may raise a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any of the person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission, or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of Foreign Principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent/ representative have to be in Indian Rupees only.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.

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

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

Section 4:- Compensation for Damages.

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid security.

2. If the Principal has terminated the contract according to Section -3, the Principal is entitled to terminate the contract according to Section -3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression.

1. The Bidder shall declares that no previous transgressions occurred in the last three with any other company in any country confirming to the anti corruption approach or with any Public Sector Undertakings/Enterprises in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors, and subcontractors.

3. The principal will disqualify from the tender process all bidders who does not sign this Pact or violate its provisions.

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

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

Section 8: Independent External Monitor (s).

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

Section 9: Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 08 Months after the last payment under the contract, and for all other Bidders 08 months after the contract has been awarded.

2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman of DCIL.

Section 10: Other provisions.

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like warranty/ Guarantee etc. shall be outside the purview of Monitors

6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For S On behalf of Principal)

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

(Office Seal)

Place :

Date :

Witness 1 : Name & Address

Witness 2 : Name & Address