

Dredging Corporation of India Limited  
Visakhapatnam

22/08/2025

DCI/IT/I02(C)/2025

**Sub : Supply & Implementation of Planned Maintenance System in DCI Vessels**

- I. Global 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 Global Tender Enquiry

1. About the Company	Dredging Corporation of India Limited (hereinafter referred to as "DCI"/ "Company" /"Corporation") is having its registered Office at Core- II, Floor, Scope Minar, Laxminagar District Centre, Delhi - 110091 and Corporate office at "Dredge House", HB Colony Main Road, Seetammadhara, Visakhapatnam - 530022.
2. Global Tender Enquiry	<p>Global Tenders are invited under two bid system through E-Tender through CPP from the eligible bidders as per eligibility criteria of GTE for the subject work as per the Eligibility Criteria &amp; Scope of Work indicated in Section - II.</p> <p>There will be no physical/manual sale of tender document.</p> <p>The complete tender document shall be available on the website of "DCI"- <a href="http://www.dredge-india.com">http://www.dredge-india.com</a>, and CPP Portal.</p> <p>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.</p>
3. Subject of Tender	Supply & Implementation of Planned Maintenance System in DCI Vessels
4. Single Cover/ Two Cover	Two bid system
5. Cost of Tender document	Nil
6. Earnest Money Deposit (EMD)	₹13.00 Lakhs payable by ECS/NEFT/RTGS/ Bank Guarantee ( Annexure 4)
8. MSMEs	<p>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:-</p> <p>i) Issue of tender sets free of cost.</p> <p>ii) Exemption from payment of EMD</p> <p>iii) the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value</p> <p>The successful party (whether MSME or not) is however required to submit the requisite PBG.</p>
9. Opening date of downloading	22/08/2025
10. Closing date of Submission of bids	09/09/2025
11. Date &Time of Opening of Technical Bids	09/09/2025
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 DCI vessels shall be completed in six months period from the date of placement of order. ERP integration can be done in additional 2 months time.
15. Payment Terms	Refer Serial no 56 in this Section.
16. Clarification	For any clarification please contact (by e-mail/ mobile):- V.SATHEESH CHANDER RAO DEPUTY GENERAL MANGER (IT), DREDGING CORPORATION OF INDIA LIMITED, DREDGE HOUSE,HB COLONY MAIN ROAD VISAKHAPATNAM - 530022, Mobile : 9676112224, e-mail : <a href="mailto:satishv@dcil.co.in">satishv@dcil.co.in</a>
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.

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**SECTION - II**  
**INSTRUCTION TO BIDDERS (ITB) AND 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 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 GTE. Any other document uploaded which is not required as per the terms of the GTE 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 GTE 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 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/Performance Guarantee:** 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](mailto:treasury@dcil.co.in) and [satishv@dcil.co.in](mailto: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 GTE, 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. **Performance Guarantee(Annexure-5):**
- The successful bidder will have to furnish a Performance Guarantee 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 remittance of Performance Guarantee (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.
  - 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.
  - 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.
  - If performance guarantee is by way of Bank Guarantee, it is to be submitted in the format prescribed at Annexure5 to this document. Bank Guarantee shall be irrevocable and unconditional. It shall be from any Scheduled Bank commercial in India.
  - DCI shall be at liberty to deduct appropriate amount from the Performance Guarantee such sums as are due and payable by the successful tenderer to the company as may be determined in terms of the contract and such recovery may be effected by appropriating the requisite amounts from the Performance Guarantee, and the Performance Guarantee shall stand reduced to that extent.
  - 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. Performance Bank Guarantee by Foreign Vendors PBG (as 10 % of contract value) should be from a scheduled commercial bank with an Indian branch, enforceable at Visakhapatnam.
  - i. Performance Guarantee 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 GTE. 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 required. 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 and with the client 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. submission of any additional documents, not specifically asked for by the DCI, will be allowed and even if submitted, they will not be considered by the DCI.
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 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 GTE 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 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 within India and outside India except GST which shall be paid as per prevailing and applicable rate.
  - iv. TDS will be deducted as per the applicable rates, as on date of Invoicing / Payment, as per Income Tax Act, 1961 applicable in India.
  - v. In case of foreign bidders, TDS recovery, as per DTAA is applicable and / or guidelines as per applicable Indian Tax Laws. If grossing up is applicable, then additional cost of the same to be borne by the bidder.
  - vi. In case of foreign bidders, VAT, Duties and charges payables as per the Laws applicable at the Country of Origin shall be deemed inclusive in the quoted rates and no additional payment will be made in this regard.
  - vii. The rates quoted as above are all inclusive. No separate reimbursement is allowed.
  - viii. 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.
  - ix. 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).
  - x. 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.
  - xi. Information/documents are to be furnished serial wise as per the respective annexures of the GTE. If no information or document is applicable against any serial number, please mention - Not Applicable.
  - xii. 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).
  - xiii. 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. **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 Performance Guarantee within 15 days of issuance thereof. On submission of Performance Guarantee, the confirmatory letter of award of work will be issued.
24. **Mode of Payment**: - The payment will be made through Electronic System to the Bank details submitted by the bidder in the bid document.
25. **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.
26. **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.
27. **Rules of DCI**: - All rules and regulations governing the Dredging Corporation of India Limited will be applicable.
28. **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 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.
29. **Liquidated Damages: DELAY IN THE TENDERER'S PERFORMANCE**  
Time is of the essence of the Contract. The Contractor shall deliver, install and operationalize all items/material/hardware/software strictly in accordance with the delivery schedule specified in the Contract.  
In the event of delay in supply or partial/non-supply, the Contractor shall be liable to pay to the Corporation, as and by way of liquidated damages and not by way of penalty, a sum equivalent to 1% (one percent) of the value of the undelivered portion of the Contract for each week or part thereof of delay, subject to a maximum of 10% (ten percent) of the total Contract value. Notwithstanding the above and in case of failure or default of the contractor to comply with the contractual conditions, the Corporation can terminate the contract with or without imposition of LD or before the maximum limit of LD is reached and can also take further action including, but not limited to, forfeiture of Performance Guarantee of the contractor, getting the work carried out by another party at the risk and cost of the contractor, etc.  
It also is expressly agreed by the Contractor that the said amount of liquidated damages is a genuine pre-estimate of the loss/damage likely to be suffered by the Corporation in the event of delay and is not by way of penalty.  
The imposition of liquidated damages shall be without prejudice to the other rights and remedies available to the Corporation under the Contract, including the right to terminate the Contract, procure the undelivered items from third parties at the risk and cost of the Contractor, and/or forfeit Security Deposit(s) or Performance Guarantee(s).  
The Corporation reserves the right to deduct such liquidated damages from any amounts due or payable to the Contractor under this Contract or otherwise recover the same as a debt due.
30. **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, provided the new tax rate should be effective after bid submission date.  
**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.
31. **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 Corporation may deduct such amount towards such damages/ defects/ shortfall/deviations based on the total cost and the decision of the Corporation will be final and binding on the party

32. **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.
33. **Rejection**: - Tenders which do not fulfil 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.
34. **Change in constitution**: - Any change in the constitution of the tenderer shall not be permitted except with the clear written consent of the Corporation.
35. **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.
36. **Default/delay in starting the work**: Termination due to Default/Delay in Starting or Executing the Work. If the Contractor, in the opinion of the Corporation, (i) fails to commence or diligently proceed with the work as per the time schedule, (ii) lacks adequate resources or organization, or (iii) performs the work below the required standard, the Corporation shall, without prejudice to any other remedies available under law or contract, be entitled to terminate this Contract, in whole or in part, by written notice. Such termination may be with immediate effect in case of serious default, or with 15 days notice in other cases as the Corporation may deem fit.  
Upon such termination, the Corporation may, at the risk and cost of the Contractor, get the balance or full work executed through any other agency, and all additional expenditure, losses, damages, and liabilities incurred by the Corporation shall be recoverable from the Contractor, without prejudice to the forfeiture of any Earnest Money Deposit and/or Security Deposit. The Corporation shall further have the right to appropriate or withhold any amounts due or payable to the Contractor towards such recovery. The Contractor shall not be entitled to any claim for compensation, damages, or loss sustained by reason of such termination
37. **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
38. **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.
39. **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.
40. **Law Governing Agreement**: The Agreement shall be governed by the relevant laws of Republic of India and shall be construed in accordance thereto.
41. **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.
42. **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.
43. **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.
44. **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 two weeks of

notice.

a) TERMINATION FOR INSOLVENCY

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

b) TERMINATION FOR CONVENIENCE

The DCI may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DCI's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. A notice period of 15 days will be given. Similarly, the contractor reserves the right to terminate the contract without assigning any reason by providing 15 days notice.

45. **Non-Transferability:-** 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.
46. **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 .
47. **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.
48. **Force Majeure:-**
- 48.1 "Force Majeure Event" means an event or circumstance, or combination of events or circumstances, that:
- a) is beyond the reasonable control of the Contractor and was not foreseeable at the time of entering into the contract;
  - b) could not reasonably have been prevented, avoided, or overcome by the Contractor ; and
  - c) prevents (not merely makes more expensive) the affected party from performing substantially its obligations under this Contract.
- Without limiting the generality of the foregoing, Force Majeure Events include: act of God; war (declared or undeclared), invasion, armed conflict, acts of public enemies; civil war, riot, insurrection; flood, cyclone, typhoon, hurricane, storm, earthquake, tsunami, tidal wave, landslide; lightning; and fire not caused by the Contractor.
- 48.2 Force Majeure shall not include:
- a) lack of finances or changes in market conditions;
  - b) delays or defaults by subcontractors or suppliers (except to the extent caused by a Force Majeure Event meeting this clause);
  - c) strikes, slowdowns, or labour disputes involving the Contractor's personnel or its subcontractors (except nationwide/general strikes not limited to the Contractor's workforce);
  - d) reasonably foreseeable events or circumstances or both ;
  - e) failures of equipment, breakdowns, or unavailability of spares not caused by a Force Majeure Event.
- 48.3 Notice and particulars
- a) The contractor shall give written notice within 7 days of becoming aware of the Force Majeure Event, describing the event, affected obligations, estimated impact on schedule, and steps taken to mitigate. The notice should be given along with supporting evidence.
- 48.4 Mitigation and continued performance
- The Contractor shall use reasonable efforts to mitigate and overcome the effects, including

rescheduling, alternative sourcing, redeployment of plant, and working extended windows when safe and practicable.

48.5 Relief and extension of time

a) In case of occurrence of Force Majeure event or circumstances, both the parties will discuss regarding a mutually acceptable new date of delivery. No additional payment, costs, or damages are payable to the Contractor by the Corporation for Force Majeure

b) Any extension of time shall be determined by the Engineer/Corporation's Representative based on evidence and shall not exceed the period during which performance is prevented.

c) Liquidated damages shall not accrue for the period of excusable delay granted under Force Majeure.

48.6 Termination for prolonged Force Majeure

a) If Force Majeure prevents performance of the contract for a continuous period of 45 days or cumulative periods exceeding 75 days, the Corporation may terminate the Contract by 15 days' notice.

b) Neither party shall be liable to the other for loss of profit, loss of use, or consequential damages arising from such termination.

48.7 This clause does not limit the Corporation's right to terminate for convenience or for Contractor default under other provisions.

49. **LIMITATION OF LIABILITY:**

Except in cases of gross negligence or willful misconduct, the Contractor shall not be liable to DCI, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, including but not limited to loss of use, loss of production, loss of profits, or interest costs. However, this exclusion of liability shall not apply to:

- (a) The Contractor's obligation to pay liquidated damages, where applicable under the terms of the Contract; or
- (b) Any forfeiture of the Contractor's Performance Security, encashment Contractor's Bank Guarantee or Earnest Money Deposit by the Employer as provided for under the Contract; or
- (c) Any liability that cannot be excluded under applicable law.

50. **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 DCI.

- (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 DCI 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 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 sixty days from the from the day

of commencement of negotiation or date of appearance before the mediator, as applicable. This period may be extended for a further period as agreed by the parties, but not exceeding another 30 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 DCI 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) Arbitration and contract enforcement is under Indian law and courts only. 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 pendente 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.

51. **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.

**52. 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. Prahlada Kumar Sinha,  
A-303, Sanskriti Vihar, 10<sup>th</sup> Avenue  
Gaur City 2, Greater NOIDA west  
Gautam Budh Nagar UP -201318  
Mobile: 9432677066, 9717466666

Email- [Pekay66@gmail.com](mailto:Pekay66@gmail.com)

2. Shri. Aditya Kumar Mittal  
Flat C-2/10 (3102), Vanashree  
CHS  
Plot 1&2, Sector 58A, Palm  
Beach Road , Near Sea wood

estates, Nerul (west), Navi  
Mumbai - 400706  
Mobile: +91-95605 27000,  
Email- [adityakumarmittal@gmail.com](mailto:adityakumarmittal@gmail.com)

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

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 CR 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

**53. Power of Attorney (a) Indian Bidders)**

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.

**b)Foreign Bidder** Indian Counter part on behalf of Foreign Principal shall submit 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.

**54. 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.

**55.** 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.

56. Payment Terms & conditions

SI No	Description	Amount of the respective BOQ Serial Number	Location	Total Price
First milestone	Supply of Enterprise Asset Management software (on perpetual basis.) Full Payment released on Supply, Installation & submission of bank Guarantee of Equal Value. B.G. Validity : Go Live	9	All Vessels (8) & Head Office(1)	As per BOQ Serial 1
	Implementation & Customization 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.	2/ 9	One Vessel (1) & Head Office (1)	As per BOQ Serial 2
Second Mile stone	Data build for one main vessel from DCI Dredge XII / DCI Dredge XVI / DCI Dredge XIX	1/3	One Vessel (1)	As per BOQ Serial 3
	Integration with other modules of MS Dynamics 365 F&O On premises ERP at HO for all vessels	1 L.S. X 2/9	One Vessel (1) & Head Office (1)	As per BOQ Serial 5
	Supply & Installation of Analog/Digital Running hour Counters.	At Actuals	One Vessel (1)	As per BOQ Serial 6
	Obtaining Manual from OEM wherever not available.	At Actuals	One Vessel (1)	As per BOQ Serial 7
	Training on EAM/PMS to ship staff and shore	1 L.S. X 2/9	One Vessel (1) & Head Office	As per BOQ Serial 8
	Implementation & Customization 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.	1/9	One Vessel (1)	As per BOQ Serial 2
Successive payments will be released as per completion on each Vessel on Pro-rata basis	Data build completion per Vessel ( depending on Main Vessel / sister Vessel)	1/3 or 1/5	One Vessel (1)	As per BOQ Serial 3 or 4
	Integration with other modules of MS Dynamics 365 F&O On premises ERP at HO for all vessels	1 L.S. X 1/9	One Vessel (1)	As per BOQ Serial 5
	Supply & Installation of Analog/Digital Running hour Counters.	At Actuals	One Vessel (1)	As per BOQ Serial 6
	Obtaining Manual from OEM wherever not available.	At Actuals	One Vessel (1)	As per BOQ Serial 7
	Training on EAM/PMS to ship staff and shore	1 L.S. X 1/9	One Vessel (1)	As per BOQ Serial 8
	AMC ( for 2 Year Period) on quarter completion basis of Total AMC Award price	1/8	All Vessels (8) & Head Office(1)	As per BOQ Serial 9

- Release of Performance bank Guarantee on Completion of One Year warranty. (10 % of total Contract Value).
- A.M.C Starts after completion on One Year warranty Period from the date of GO-LIVE of the last Vessel.

**57. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFR), 2017**

Bidders must comply with the requirements of Dept. of Expenditure (DOE) Order No. F.7/10/2021-PPD (1), dated 23.02.2023.

1.1 Bidders participating from land border sharing countries including China, Bangladesh, Pakistan, Nepal, Bhutan & Myanmar etc. shall not be considered, unless, he is registered with Competent Authority / Department for procurement of Industry and Internal Trade (DPIIT) for services specific to this Tender. Copy of registration shall be produced for consideration of such bids.

1.2 All Bidders shall submit a certificate alongwith their bid (Technical Bid) stating that, "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder / self is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder / self fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority (as mentioned in above order) shall be attached.]"

## SECTION - III

### **Scope of work/Functional requirement for Implementation of 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.

DCI 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 DCI:**

- 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

- 1) Preventive maintenance
- 2) Breakdown Maintenance
- 3) Dry Dock Maintenance (statutory maintenance)

1. 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.
2. 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 repair is a statutory/repair 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 DCI.

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 the concerned well in advance before the expiry of certificates.

c) Dredger activities are mainly divided into two sections

- Engine

- 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

- Trunion
- 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 on-board.

The above list of equipment is only indicative. PMS Tree has to be established in PMS for the group wise work allocation.

### 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 role will be provided by DCI)
  - 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 and Head Office
- 6) **The following activities are responsibility of the selected solution provider:**
- a. Prepare a document giving details of proposed/new business processes, revised roles of the users in the new environment etc.
  - b. 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.
  - c. 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.
  - d. Documenting the changed/revised business processes suggested with the impact and change management details. The changes should be implemented after concurrence from DCI. Change Management & Handover with sign-off from all major DCI user departments.
  - e. Data migration and validation plan from legacy/manual/Excel PMS to new PMS.
  - f. Testing of the system for correct input and output for each function and for cross - function accuracy.
  - g. Training customer Project Team Members in Operations and basic setup operations of the planned Maintenance System application.
  - h. Implementation of the Maintenance Management package with agreed scope of work and in agreed time frame.
  - i. Document the system configuration/setup and explain to customer representatives.
  - j. Design, Develop and Customize additional reports, if these are not provided for in the standard reports of the package.
  - k. Suggesting strategy for archiving and retrieving data and training user personnel on these.
  - l. 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.
- 7) **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 supply, installation, and implementation, customization of the Planned Maintenance System software and integration with MS Dynamics 365 F&O on premises as per functional requirements. The software to be supplied should include necessary platform required for running the software except operating system, DCI will provide suitable hardware along with operating. The software should meet the requirement mentioned at sl no 6 separately in this section.
- 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. DCI will provide Technical Manuals etc.
- c. History data has to be extracted, transformed and uploaded as per available data on board for PMS & running hours pre-existing in EXCEL Sheets, Dry dock 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.

- d. 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 DCI/ Ship staff indications).
- e. All the data related to preventive maintenance of the equipment 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.
- f. 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 DCI/ Ship staff as per existing records on board /Office and to be captured into system.
- g. 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.
- h. 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 DCI in case of non- availability on the Vessel.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. Planned maintenance system to be linked with Inventory of spares on board to carry out the scheduled or Breakdown maintenance on board.
- n. 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.
- o. All Company provided forms to be available in the PMS for the ship staff to capture the data of Company forms.
- p. 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).
- q. Responsibilities to be assigned in the PMS Software for taking inventory and raising of indents as per assigned equipment and machinery in PMS (SOM).
  - r. 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.
  - s. Auto generation of Draft spare part indent for next scheduled PMS activity after completion of current Maintenance activity.
  - t. All spares available on board, (OEM make/ Indigenous make) to be arranged in the locations/ stores as assigned by ship staff.
  - u. 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.
  - v. Accurate Stock update of Inventory on board in PMS SOFTWARE as per PMS requirements.
  - w. Provision of Creation of Single Click "spare parts Indent" in ERP as per pre-configured PMS activity /Condition based maintenance activity.
  - x. Bring the entire Inventory of Spares available on board 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.
  - y. 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.
  - z. The Tenderer should submit a detailed Project Schedule and milestone chart with time schedule within two weeks from the date of Purchase Order.
  - 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.
    - Software development team experienced in developing of Marine PMS.
    - Preferably 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. DCI shall provide hardware (Server, PCs, Network, etc.) for Testing, Training and Implementation of Planned Maintenance System. The hardware for implementation will be provided within 6 weeks from the date of award of work.
- 8) **Documentation** : The tender should provide all documentation for using the application i.e. installation manual, administration manual, user manual etc.
- 9) **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 DCI 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: 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.

- 10) **The software capabilities:** The PMS software provided by the Vendor should meet the following requirement.
- 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 premises.
  - 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 DCI 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 Repair. It should be possible to export all Dry dock jobs into project management software and monitor progress of dry dock jobs.
  - l) 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.
- 12) **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 2<sup>nd</sup> year i.e., after completion of warranty.
  - c) Any updates/bug fixes/changes should be provided free of cost.
  - d) 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.

## SECTION - IV PREQUALIFICATION CRITERIA

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

- a) jj) **I Experience Criteria :-** The tenderer should have successfully executed in at least two organizations Implementation of Asset management/Planned Maintenance system in the last three 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 ₹ 260 lakhs contract value, two similar works each ₹ 325 lakhs of contract value or one similar work of ₹520 lakhs contract value) to be submitted by the Tenderer. Supporting documents of Invoices/Work Completion Certificates/Delivery protocols/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 - a) CA Certified copies for Indian Bidders  
b) Certified true copies from Foreign bidders as applicable.

**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 DCI within 3 months from date of award of work order & prior to release of any dues from DCI.

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

- a. The members of the implementation team should have a Marine personnel with Experience in implementing in shipping/dredging industry.  
Documentary evidence for the above to be submitted before project commencement after award of work.

The tenderer is required to fulfil 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.

-----  
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: -**
1. 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 SERIALLY NUMBERED AND THE PAGE NUMBERS TO BE GIVEN IN THE SPECIFIED COLUMN IN SECTION V.
  3. ALL FIELDS ARE TO BE COMPLUSORILY FILLED. IF ANY INFORMATION IS NOT APPLICABLE/ 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.	<b>PRE-QUALIFICATION CRITERIA</b>						
	<b>I Experience Criteria :-</b>	Sl. No	Name of the Organisation	Year	Amount (Rs. in lakh)		
		I					
		2					
		3					

		4						
		5						
	<b>II Turnover Criteria</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>				
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 of India 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.	<i>Annexure - 1 :- Letter of Bid (LOB)</i> 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 GTE document, then the bid may be liable for rejection.							
12.	<i>Annexure - 2:-</i> A scanned copy "Power of Attorney on Rs.100 Non Judicial Stamp Paper							
13.	<i>Annexure - 3:-</i> Other undertakings							

**SECTION - VI**  
**PRICE BID FORMAT**

SI No	Description	Quantity	Rate	Total Price
1	Supply of Enterprise Asset Management software(on perpetual basis.)	9		
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.	9		
3	Data build cost for three main vessels. DCI DrXII/DCI Dredge XVI\DCI Dredge XIX	3		
4	Data build cost for five sister vessels relating to above 3 main similar vessels	5		
5	Integration with other modules of MS Dynamics 365 F&O On premises ERP at HO for all vessels	LS		
6	Supply & Installation of Analog/Digital Running hour Counters.	400		
7	Obtaining Manual from OEM wherever not available.	160		
8	Training on EAM/PMS to ship staff and shore	LS		
9	AMC/support after completion of 1st year warranty	2 years		
	Total			
<b>Optional Items</b>				
10	Supply of PMS and data build & ERP integration for New Build Vessel " TSHD Godavari"	LS		
11	Inclusion of A.I. based analytics for generating reports like Spares parts consumption History, OEM spare parts price variations, Cost of spares used in Drydocks & others reports as per DCIL requirements.	LS		

**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.
3. Line item sl. no 6 i.e., supply and installation of counters above will be paid on actual basis on certification by the Chief Engineer of the vessel.
4. Line item sl. no 7 i.e., OEM Manuals above will be paid on actual basis on certification by Technical department.
5. Rates must include all taxes as applicable within India and outside India except GST which shall be paid as per prevailing and applicable rate.
6. TDS will be deducted as per the applicable rates, as on date of Invoicing / Payment, as per Income Tax Act, 1961 applicable in India.
7. In case of foreign bidders, TDS recovery, as per DTAA is applicable and / or guidelines as per applicable Indian Tax Laws. If grossing up is applicable, then additional cost of the same to be borne by the bidder.
8. In case of foreign bidders, VAT, Duties and charges payables as per the Laws applicable at the Country of Origin shall be deemed inclusive in the quoted rates and no additional payment will be made in this regard.
9. Optional Items will not be considered for Bid evaluation.

**ANNEXURE - 1 LETTER OF BID AND UNDERTAKING AS TO COMPLIANCE OF  
CONDITIONS AND NO COUNTER CONDITIONS (IOB) - 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 fulfil 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 initialled/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.

**ANNEXURE - 2      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**

**ANNEXURE - 3                      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 Waterways 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 :

**ANNEXURE - 4      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)

\*\*\*

**ANNEXURE - 5      PROFORMA OF BANK GUARANTEE FOR PERFORMANCE**

**GUARANTEE (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 Tenderer 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. 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 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 Pactduly signed alongwith 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 ( DCI) 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 know 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) Foreign firms must have an Indian partner/representative (with full address) for after-sales support and statutory compliance, as per Indian law. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India. 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 inconformity 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, DCI.

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, DCI 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 DCI Board.

8. If the Monitor has reported to the Chairman, DCI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman, DCI 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 DCI.

**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)

(For s On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1 :  
Name s Address

Witness 2 :  
Name s Address