

DCI/IT/102 C /2021

Sub : Availing support for Microsoft Dynamics 365 FO on premises ERP

1. Sealed Tenders are invited from reputed Vendors for Availing support for Microsoft Dynamics 365 FO on premises ERP 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 will be tender submitted with Demand Draft/ Cheque /Cash rejected.
5. Addendum, modification, change of last date, if any etc., will be uploaded on the web-site and intimated through e-mail. Tenderers are requested to verify their email website before submitting the tenders.

Thanking you,

Yours faithfully,
For Dredging Corporation of India Limited

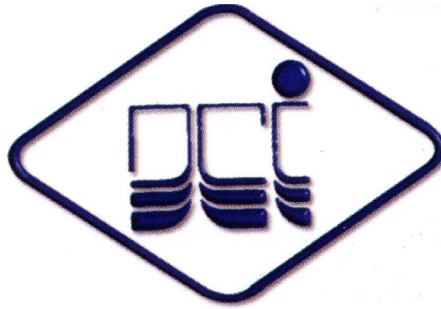
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Deputy General Manager (IT)

Encl: As above

**DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM**

Tender No. DCI/IT/ERP Support /2021



TENDER DOCUMENT

FOR

Remote/ Offline Support for Microsoft Dynamics 365 FO on premises ERP Software for Finance, Materials, and HRMS for both Shore & Floating and Payroll for both Shore and Floating, Projects module and Web Self Service Portal for DCI Employees

E-TENDER

LAST DATE FOR RECEIPT OF TENDER DOCUMENT - 8/10/2021 16.00 hrs

DATE OF OPENING OF TECHNICAL BIDS - 9/10/2021 16.00 hrs



**DREDGING CORPORATION OF INDIA LIMITED –
Annual Support for MS Dynamics 365 FO ERP**

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SECTION - I NOTICE INVITING E- TENDER

| | |
|--|--|
| 1. About the Company | Dredging Corporation of India Limited (hereinafter referred to as "DCI"/ "Company") is having its registered Office at Core – II, First Floor, Scope Minar, Laxminagar District Centre, Delhi – 110091 and Corporate office at "Dredge House", HB Colony Main Road, Seethammadhara, Visakhapatnam – 530022. |
| 2. E-Tender | <p>Sealed Tenders are invited under two bid system through E-Tender from the eligible bidders as per eligibility criteria of NIT for the subject work as per the Eligibility Criteria & Scope of Work indicated in 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"- http://www.dredge-india.com, Central Public Procurement Portals - http://www.eprocure.gov.in.</p> <p>The offers have to be submitted online through the e-procurement portals http://www.eprocure.gov.in. 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 Enrollment is free of cost and one time activity only.</p> |
| 3. Subject of Tender | Remote/ Offline Support for Microsoft Dynamics 365 FO on premises ERP Software for Finance, Materials, and HRMS for both Shore & Floating and Payroll for both Shore and Floating, Projects module and Web Self Service Portal for DCI Employees |
| 4. Single Cover/ Two Cover | Two bid system |
| 5. Cost of Tender document | ₹1000/- (+ 18 %GST) payable by ECS/NEFT/RTGS. Tender Cost is non-refundable even if the tender is cancelled. |
| 6. Earnest Money Deposit (EMD) | ₹64,000 payable by ECS/NEFT/RTGS. |
| 7. Security Deposit | 10% of the total landed cost payable by ECS/NEFT/RTGS or by way of Bank Guarantee on any Scheduled Bank enforceable at Visakhapatnam payable after the issuance of letter of intent. |
| 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> <ol style="list-style-type: none"> Issue of tender sets free of cost. Exemption from payment of EMD MSME quoting within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than MSME and such MSME shall be allowed to supply upto 20% of the tendered value subject to minimum of one unit (container). <p>The successful party (whether MSME or not) is however required to submit the requisite Security deposit.</p> |
| 9. Date of downloading | 22-09-2021 |
| 10. Closing date of Submission of bids | 08-10-2021 and 1600 hrs |
| 11. Date & Time of Opening of | 09-10-2021 and 1600 hrs |



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| Technical Bids | |
|----------------------------|---|
| 12. Period of the contract | Offline/ remote support contract for a period of two years extendable for another year at the discretion of the Company. The number of mandays is expected to be around 120 to 180 days per annum. However, payment would be regulated on the basis of the actual mandays calculated on prorata basis. For the purpose of evaluation 180 mandays would be considered |
| 13. Payment | The maintenance support charges will be made on prorata basis on certification and on Quarterly completion and upon satisfactory performance. |
| 14. 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 : 967611224, e-mail : satishv@dcil.co.in |
| 15. Online only. | Bids must be submitted online before or up to the scheduled time and date as mentioned above online only. No physical document need to be sent unless asked for. Scanned copy of all the documents to be uploaded online. |
| 16. Corrigendum etc. | Corrigendum Addendum, modification, change of last date, if any etc., will be uploaded on the web-site only. Tenderers are requested to verify the website before submitting the tenders. No separate intimation will be given to the Tenderers |
| 17. Holiday | In the event of the scheduled due date of opening of bids being declared as a closed holiday for the Company or a “bunth”, the due date for opening of bids will be the following working day at the scheduled time. |
| 18. 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)

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

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

- a. PC connected with Internet (For details, visit home page of e-Procurement portal). It will be the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, DCI shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b. Online Enrollment/Registration with e-Procurement portal with valid Digital Signature Certificate (DSC). The online enrollment/registration of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorised person. It shall be the responsibility of the tenderer to ensure that they get registered with the e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c. Class II or Class III Digital Signature Certificate (DSC).

2. **Digital Signature Certificate (DSC)**

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

3. **Declaration:-** The tenderer in original printed company letterhead has to submit a declaration that Digital Signature Certificate (DSC) holder, who is bidding on-line in this tender is either the Bidder himself or possesses the authorization from Bidder to bid on behalf of him.
4. **Online- Two Covers :** The offers are to be submitted online through DCI's e-procurement portal, (<http://dcitendersonline.gov.in>) in two covers- Cover-I containing "Technical Bid" and Cover-II containing "Price- Bid".
5. **Details to be Given :** - The bidder is required to furnish details in his offer as given in SECTION V. If no information is applicable against any serial number, please mention – "Not Applicable" and upload scanned copies of all the documents stated therein.
6. **The Cover-I-Technical Bid**, contains the pre-qualification criteria and other Technical terms & conditions and other documents. The information desired in section V shall be filled in the prescribed format and uploaded along with the desired documents/ Annexures in the Technical Folder in the order stated in SECTION V. The documents need to be provided on the letter head of the bidder wherever asked for and signed and stamped by the authorized person of the bidder. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
7. **The Cover-II, Price bid**, containing the Bill of Quantity (BOQ) in Excel format (password protected) will be available on DCI's e-procurement portal. This will be downloaded by the bidder and they shall quote the rates, taxes etc. for the offered item on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bids of the bidder will have no condition and will consist of prices only. Cover -II (Price Bid) of only those tenderers, who are technically qualified, will be opened online on a pre-announced date and time which will be intimated to eligible tenderers in advance. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
8. **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.
9. **Communication:** All communication sent by DCI as well as the e-procurement service provider by post/e-mail/SMS shall be deemed as valid communication. The bidder must provide complete postal address, e-mail id and mobile number.



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10. **User Portal Agreement:** The bidders will have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.
11. **Payment of the Cost of Tender Document and EMD :-** To be deposited by the tenderer only though 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
12. **Intimation of payment of Tender Cost/EMD/Security Deposit :** An email w.r.t the same is to be sent by the party giving the reference of the tender no. and name of the party, UTR No. to treasury@dcil.co.in and satishv@dcil.co.in for recording the same. The alpha- numeric unique transaction reference (UTR) should be filled in the Section V and the scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical Folder. In case of exemption of Tender Cost, the scanned copy of documents in support of exemption will have to be uploaded in the “Technical Folder” and “EXEMPTED” should be written in the relevant column. The payment to DCI made through online mode must be received in DCI Bank Account before the last date and time of submission of bid failing which online offer will not be considered. If the net payment credited to DCI bank account, is found to be less than the stipulated Tender Cost and/or EMD as may be applicable and required amount of the NIT, the Bid will not be accepted. Physical mode of payment i.e Banker cheques or Demand drafts are not acceptable.
13. **Refund of EMD:-**

For unsuccessful bidders will be refunded through e- payment, after the bidder is declared unsuccessful to the Bank Account of the bidder as provided in Section V.

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.
14. **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.
15. **No Interest on EMD :-** EMD will not fetch any interest.
16. **Security / Performance Guarantee Deposit:**
 - a. The successful bidder will have to furnish a Security/ Performance Guarantee Deposit by way of online transfer to the bank account details specified above or by way of a Bank Guarantee for an amount equivalent to 10% of the value of the total landed cost (after finalization) within 7 days after the issue of Letter of Intent. The amount of Security Deposit (UNLESS MADE BY WAY OF BANK GUARANTEE) has to be made online only by NEFT/RTGS to the DCI Bank details given above within the due date and time failing which the LOI will be withdrawn.
 - b. The scanned copy of the UTR for Security Deposit payment document must be intimated to the Company. Physical mode of payment i.e Banker cheques or Demand drafts are not acceptable.
 - c. This guarantee will be for faithful performance of the contract in accordance with the terms and conditions and technical specification specified in the contract bid documents.



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- d. If Security Deposit is by way of Bank Guarantee, it is to be submitted in the format prescribed at Annexure to this document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank in India and shall be enforceable at Visakhapatnam.
 - e. DCI shall be at liberty to deduct appropriate from the Security/ Performance Guarantee Deposit such sums as are due and payable by the successful tenderer to the company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit.
 - f. DCI shall be at liberty to encash the Bank guarantee either in part/full after providing a notice period of seven days to the party to rectify the defect/deficiency/non-performance or any other action/inaction of any of the terms and conditions of the tender document and/or agreement entered into subsequently thereafter. However if the defect/deficiency/non-performance or any other action/inaction is such that it is to be rectified immediately then the period of seven days is not necessary and the said Bank Guarantee can be enforced forthwith.
 - g. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit (EMD).
 - h. The Bank Guarantee shall remain valid for a period of three months beyond the contract period of three years from the date of the award of contract and shall be renewed for a further period, if required so. Security/ Performance Guarantee Deposit or amount of money paid towards Performance Security Guarantee in form of bank draft will be discharged and returned to the successful tenderer after satisfactory performance of the contract for entire contract period from the date of commencement of service and after receipt of no due certificate from the successful bidder..
 - i. Security/ Performance Guarantee Deposit shall not fetch any interest.
17. **Upload of Scanned Documents:** -Bidders are suggested to scan the documents in 100 DPI for maintaining clarity & easy upload. They should check the same regarding the such the clarity and legibility is not lost during scanning. The scanned copies which are not legible are liable not to be considered and the bid may be rejected.
18. **Method of evaluation for technically qualified bidder:-**The price bids of those parties which are opened will evaluated on the basis of the lowest offer (L-1) of the total net landed cost. In case more than one bid is L1 then the parties who have quoted the L1 will be asked to reduce the rates suitably so as to be the L1. If all the technically qualified parties submit the same rates then all the technically qualified parties will be asked to submit their revised offer (less than the rate quoted by them in the tender) so as to arrive at the L1. Even if this fails, then DCI reserves the right to award the work to any of the party.
- Note : For the purpose of evaluation 180 mandays would be considered*
19. **Negotiations:-** 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).
20. **No Deviation :-** The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may not be considered. No deviation of the terms and conditions of the tender document is acceptable. Bids having terms and conditions which are in deviations of the tender terms are liable for rejection. **Information/documents are to be furnished serial wise as per the respective annexures of the NIT. If no information or document is applicable against any serial number, please mention – “Not Applicable”.**
21. **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 e-procurement 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).
22. **Modification :** Modification of the submitted bid shall be allowed online only before the deadline of



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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. **Submission of Forged/Tampered Documents:** Based on undertaking furnished by the bidder in its Technical Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, DCI, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, DCI reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to DCI on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and DCI reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in DCI for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.
24. **Bid Opening**
- The Technical Bids (Cover-I) will be opened on the pre-scheduled date and time of tender opening. The Technical Bids will be decrypted on-line and will be opened by the “Bid Openers” with their Digital Signature Certificates. The Bidders may view the bid opening remotely on their personalized dash board under the link “Bid Opening (Live)” and can see the documents submitted by all participating bidders.
- Price-Bid (Cover-II) will be opened after evaluation of Cover –I. The Cover-II of only the technically qualified bidders shall be opened for which separate intimation will be given to the technically qualified bidders.
- The Price Bid of the technically qualified bidders will be decrypted and opened on the scheduled date and after the pre-scheduled time by the “Bid Openers” with their Digital Signature Certificates. The Bidders may view the Price Bid opening online remotely on their personalized dash board under the link “Bid Opening (Live)” and can see the Price-Bid/BOQ submitted by all shortlisted bidders.
25. **Shortfall of Documents:** DCI may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of Tender Cost/EMD. Request for documents and the response shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with the Purchaser or submission of any additional documents, not specifically asked for by the Purchaser, will be allowed and even if submitted, they will not be considered by the purchaser. These documents are to be uploaded within the specified time period of 5 (five) days. The above documents will be specified on-line under the link -Upload Shortfall Document”, by evaluator after scrutiny of bids after opening of Technical (Cover –I) , indicating the start date and end date giving 5 (five) days” time for online submission by bidder. The bidders will get this information on their personalised dashboard under “Upload Shortfall Document/Information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalised dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload/re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents. The bidders will upload/re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents. In case the requested documents are not uploaded within the specified period. Then the offer will be evaluated in accordance with NIT terms and conditions based on the documents already submitted at the time of bid opening.
26. **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.



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within 10 days.

27. **Prices:** Prices should be quoted in the BOQ (excel sheet) available in the portal. Apart from other conditions stated elsewhere in this document, the following are to be carefully read before quoting.
- i. Rates should be valid for entire period of contract. No enhancement will be given during the interim period for whatsoever reason.
 - ii. Rates are to be quoted strictly as per the format given above.
 - iii. Rates must include all taxes as applicable; except for GST which shall be payable extra as applicable, if quoted. If not quoted no GST will be paid and the rate quoted will be construed as inclusive of GST. If quoted the applicable rate of GST will be paid.
 - iv. The rates quoted as above are all inclusive. No separate reimbursement is allowed.
 - v. Computational errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If there is a mistake in addition / subtraction of the total of unit prices, the unit price shall prevail and total price shall be corrected.
 - vi. DCI reserves the right have negotiations with L1 party if the amount quoted by the party is found to be on the higher side. Post-tender negotiations are banned, except in the case of negotiations with L-1 (i.e. lowest tenderer).
 - vii. The offer should be submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer may not be considered. No deviation of the terms and conditions of the tender document is acceptable. Bids having terms and conditions which are in deviations of the tender terms are liable for rejection.
 - viii. Information/documents are to be furnished serial wise as per the respective annexures of the NIT. If no information or document is applicable against any serial number, please mention – Not Applicable.
 - ix. All notices to the bidders shall be sent by e-mail only during the process of finalisation of tender by DCI as well as e-procurement portal. Hence Bidders are requested to indicate their valid corporate e-mail- id and mobile no. of authorised representative at Instruction to Bidders for communications through e- mails / SMS alerts (if any).
 - x. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish. Bidders may withdraw their bids online within the last date and time of bid submission.
 - xi. Submission of Forged/Tampered Documents: Based on undertaking furnished by the bidder in its Technical Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, DCI, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, DCI reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to DCI on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and DCI reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in DCI for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.
28. **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.



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29. **Award Of Work** : The Bidder, whose Bid has been accepted, will be notified of the award by way of Letter of Intent for submission of Security Deposit within 7 days of issuance thereof. On submission of Security Deposit, the confirmatory letter of award of work will be issued.
30. **Mode Of Payment** : - The payment will be made through Electronic System to the Bank details submitted by the bidder in the bid document.
31. **Conditional tenders** :- Conditional Tenders and additional conditions of the tenderer will not be considered. If a tenderer submits a bid with conditions/ additional conditions or making any changes in the tender document, the same will be summarily rejected.
32. **Breach** :- In the event of any breach of contract on the part of the contract, 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.
33. **Rules of DCI** :- All rules and regulations governing the Dredging Corporation of India Limited will be applicable.
34. **Recovery of Amounts**:- If as a result of any post audit,, any amount is found to be recoverable from the tenderer, the same will be recovered first from any sum due to the tenderer against any current bill of the tenderer and/or from their security deposit and/or from any other amount due from the Corporation and/or on demand.
35. **Liquidated Damages**: Not Applicable
36. **Penalty** : Apart from the above, penalty will be imposed as stated in the tender document for non-performance/ deficiency in performance as described in the tender document. Penalty as and when levied is required to be paid within 7 days from the date of intimation of the same, failing which it would be recovered from the Security Deposit submitted by the bidder along with interest @ 15% from the date of levy till the date of recovery from security deposit.
37. **Deductions for shortfall/deviations**:- If the execution of the work is not as per the agreed Plan/ or defective or damaged/ there is any shortfall/deviation from the scope of the work and/or as agreed upon between the parties, and the work is accepted with such defect/damage/deviations/shortfall etc., the Company may deduct such amount towards such damages/ defects/ shortfall/deviations based on the total cost and the decision of DCI will be final and binding on the party whether or not DCI suffers any financial loss due to said the defects or damages or deviation from agreed plan.
38. **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.
39. **Rejection**:- Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable for summary rejection. The tender containing uncalled for remarks or any additional conditions is also liable for summary rejection.
40. **Change in constitution**:- Any change in the constitution of the tenderer shall not be permitted except with the clear written consent of the Corporation.
41. **Default/delay in starting the work**:- If the tenderer makes default in proceeding with the work as per the time schedule mentioned with due diligence, due to lack of resources or organization or work operated is not up to the expected standards, the Corporation reserves right to cancel the contract at 3 (three) days notice at any time during the currency of the contract. If the tenderer fails to execute the work as per conditions of the contract the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. If at any time after award of the work, the progress of the work is not satisfactory, the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the tenderer. The Corporation would be entitled to with hold any sum due and payable to the tenderer towards the sum as a result of the said breach or default. The contractor will not have any claim for compensation or otherwise on this account. In such cases, the corporation reserves the right to forfeit all or any part of the EMD and/or Security deposit submitted by the party and the party will not have any right for the same.
42. **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



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- claim for any loss etc.of the same. The contractor will be responsible for replacing of any material that is lost or damaged
43. **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](#).
 44. **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.
 45. **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.
 46. **Law Governing Agreement:** The Agreement shall be governed by the relevant laws of Republic of India and shall be construed in accordance thereto.
 47. **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.
 48. **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.
 49. **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.
 50. **Termination:-** Notwithstanding anything stated elsewhere in this tender document, DCI reserves the right to terminate the contract before the actual job has begun by giving 3 day's notice.
 51. **Non-Transfearability :-** This work order/contract awarded to the successful party is not transferable. The party to whom the work order is given is not allowed to sub-contract this work by whatever name called to anybody. If it is found that this work is transferred or sub-contracted to anybody at any point of time, DCI reserves the right to cancel the contract with all its consequences including forfeiture of the EMD/ Security Deposit and carrying out the work for the balance period at the risk and cost of the party whose work order is cancelled plus levy of fine/ claim of damages from the party whose work order is cancelled.
 52. **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/prevailing laws, rules, regulations, policies, procedures and guidelines of the Govt. of India and state where the service is provided .
 53. **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.
 54. **Force Majeure:-** If at any time before the actual stipulated date of delivery, the completion of the work is delayed due acts of God, war or other hostilities, civil war, flood, typhoons, hurricanes, storms, earthquakes, tidal waves, landslides, tsunamis, fires all the foregoing, irrespective of whether or not these events could be foreseen, at the date of issue of the work order, and in any such case, both the parties will discuss regarding a mutually acceptable new date of delivery. However, if cumulative above force majeure delays exceed 75 days, DCI has the right to rescind the contract. The contractor cannot claim and DCI is not liable to pay for any damages of whatsoever nature that may have been suffered by the contractor due to Force Majeure.
 55. **Arbitration:** In case of dispute between DCI & contractor for contract up to ₹10 crores, the issue



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will be referred to Chief General Manager (CGM), Dredging corporation of India Limited and the decision of CGM shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of specifications, designs, drawings and instructions and as to the quality of workmanship, or material used on the work or any matter arising out or relating to the specification and instruction concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instruction of CGM. Any dispute or difference arises between the DCI and contractor in connection with this Contract, or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole arbitrator as per the provision of Arbitrator and Conciliation Act 1996 and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provision of the Arbitrator and Conciliation Act 1996. The arbitrator shall give a reasoned Award and it shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

56. **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.



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SECTION - III - SCOPE OF WORK -

1. DCI proposed to avail Remote/ Offline Support for Microsoft Dynamics 365 FO on premises ERP Software for Finance, Materials, and HRMS for both Shore & Floating and Payroll for both Shore and Floating, Projects module and Web Self Service Portal for DCI Employees, for a period of two years extendable for another year at the discretion of the Company. The number of mandays is expected to be around 120 to 180 days per annum. However, payment would be regulated on the basis of the actual mandays calculated on prorata basis from a reputed Microsoft partner.
2. The scope of work would be for about 120 to 180 man days effort per annum includes the following:
 - The Manday is taken as effort by an experienced consultant from 9:00 AM to 6:00 PM with half an hour lunch break. It is expected that two consultants – technical and functional consultants would be engaged by the service provider as per the requirement.
 - The support shall be provided on all working days of the DCI. As of now DCI works on all days except Sundays and odd Saturdays in a month and public holidays. If service is required for urgent priority works, same will be required to be provided even on non-working days also.
 - Time taken by Users/third parties to respond to queries will not be counted into the total time taken for resolution.
 - The support Partner shall provide the necessary documentation and explanation to the DCIL team for all the changes that are carried out in the application. The effort involved in preparing the same will be part of man days.
 - The issues in Finance, Materials and HRMS and Payroll for both Shore and Floating, Projects modules, Web Self Service Portal for Shore Employees and Provident Fund trust company reported by DCIL from time to time. This may include customization, design and development (including new development, if any) and generation of forms, reports, training, expert advice, consultancy service, deployment, setups and any other modification required for meeting user requirements.
 - The Support Partner shall ensure high availability of all the ERP Systems under Maintenance Support and make them fit for normal usages.
 - The Partner shall also provide trouble shooting support which includes problem related to configuration settings, bug fixes, data fixes, version upgrades during deployment for both deployable packages and development machines, other support to make the system fit to work.
 - The support provider will download and apply any new patches from Microsoft Customer Support required for DCI and for smooth function of the ERP modules from time to time.
 - The support provider shall document and provide soft copy to DCIL for all changes made to the system for resolving the issues raised in the issue tracker software by the user.
 - The yearly closing activities assistances has to be provided during the support contract period.
 - The call should be attended within a period ranging from one day to three days depending on the complexity of the user requirement from the date of raising the requirement from the user.
 - The support partner should take all pre-cautions before making any changes to the live server. Any damage/loss of data due to the same is to the account of the support provider.
 - Providing support to issues arising in ERP due to any change in business process.
 - To prepare deployable package in development server and provide deployment support if required any to sandbox/production server.
 - The priority of the calls logged as per DCI requirement should be addressed.



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3. The Consultants to be assigned to DCI should meet the following requirements:
 - a) The consultants should be certified in Microsoft Dynamics 365 in the respective area
 - b) The consultant should have worked in Microsoft Dynamics 365 FO ERP for at least 2 years in implementation/customization/trouble shooting of ERP Modules and should have a knowledge of Business Processes of modules of Microsoft Dynamics 365 ERP i.e. Finance/Materials/HRMS & Payroll/Projects/Self Service Employee Portal.
 - c) Should have implemented in at least two reputed firms Microsoft Dynamics 365 FO ERP.
 - d) The Technical Consultant Should be Engineering Graduate/MCA/M.Sc (Computer Science)/MBA (Systems) and should be Microsoft certified on MS Dynamics 365 FO.
 - e) The Functional consultant should be CA/ICWA/MBA/Graduate in Engineering and Microsoft certified on MS Dynamics 365 FO.
4. The consultants to be assigned to DCI should meet the above PQ requirement.
5. The bidder shall provide resumes of the consultants who will be providing support DCI jobs meeting the requirement and obtain consent from DCI before Commencement of contract.
6. The performance of the consultants deployed with support provider shall be measured based on the satisfactorily addressing the issues raised by the user departments.
7. The performance shall also be measured based on time taken to address a given issue. HOD (IT) and user departments will review the performance on monthly basis.
8. If the consultant deployed at DCI fails in delivery, the Support Partner will be asked to replace within week days period.
9. Consultants should provide necessary training to DCI employees that may be required due to changing business process or user requirement.
10. DCIL shall own the software rights for software developed/customized at DCIL.



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SECTION - IV PREQUALIFICATION CRITERIA

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

I Experience Criteria :- The tenderer should have successfully executed in the last three financial years including the current financial year Annual Support for ERP for different Companies, PSUs, Govt. bodies / organisations etc. for the value of either of the following:

- a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
- or
- b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
- or
- c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

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

II Turnover Criteria:- Average Annual turnover of the tenderer during the last three financial years i.e 2018-19, 2019-20 and 2020-21 (If 2020-21 Accounts are not ready the Annual Accounts for 2017-18 to be provided and the Bidder should give a declaration that since 2020-21 accounts are not ready, the accounts for 2017-18 are being provided) should be at least 30% of the estimated cost, given in Section I. Supporting documents - certified true copies of Balance Sheet/ Profit and Loss A/C/ should be submitted.

III The bidder should be a CMMI level-3 or Microsoft Gold (or above category) Partner company for MS Dynamics 365 FO.

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

- a. The consultants should be certified in Microsoft Dynamics 365 in the respective area
- b. The consultant should have worked in Microsoft Dynamics 365 FO ERP for at least 2 years in implementation/customization/trouble shooting of ERP Modules and should have a knowledge of Business Processes of modules of Microsoft Dynamics 365 ERP i.e. Finance/Materials/HRMS & Payroll/Projects/Self Service Employee Portal.
- c. Should have implemented in at least two reputed firms Microsoft Dynamics 365 FO ERP.
- d. The Technical Consultant Should be Engineering Graduate/MCA/M.Sc (Computer Science)/MBA (Systems) and should be Microsoft certified on MS Dynamics 365 FO.
- e. The Functional consultant should be CA/ICWA/MBA/Graduate in Engineering and Microsoft certified on MS Dynamics 365 FO.

Documentary evidence for the above to be submitted.

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



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

| 1. | Particulars | Columns to be filled in wherever applicable | | | | Page Nos of scanned copies | |
|----|--|---|------------------------------|------|----------------------|----------------------------|----|
| | | | | | | From | To |
| 2. | Particulars of Tenderor | | Scanned copies Not necessary | | | | |
| | A | Name of the PARTY | | | | | |
| | B | Postal Address | | | | | |
| | C | Authorised person's name | | | | | |
| | D | Authorised person's designation | | | | | |
| | E | Telephone Number | | | | | |
| | F | Mobile Number | | | | | |
| | G | e-mail address | | | | | |
| 3. | Tender Cost - Provide the UTR number along with date of online transfer and attach the scanned copy | UTR No : Date : | | | | | |
| 4. | EMD- Provide the UTR number along with date of online transfer and attach the scanned copy | UTR No : Date : | | | | | |
| 5. | Scanned copy of the complete Tender document signed on each page with Tenderer's seal in token of acceptance of all the conditions of the Tender document. | Yes/No | | | | | |
| 6. | PRE-QUALIFICATION CRITERIA | | | | | | |
| | Experience Criteria :- | Sl. No | Name of the Organisation | Year | Amount (Rs. in lakh) | | |
| | | 1 | | | | | |
| | | 2 | | | | | |
| | | 3 | | | | | |
| | | 4 | | | | | |
| | | 5 | | | | | |



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| | II Turnover Criteria | 2017-18 (if 2020-21 not available) | 2018-19 | 2019-20 | 2020-21 | | | |
|----|---|--|----------------|----------------|----------------|---|------------|--|
| | III The bidder should be a CMMI level-3 or Microsoft Gold (or above category) Partner company for MS Dynamics 365 FO. | The relevant valid certificate to be uploaded | | | | | | |
| | IV The Consultants to be assigned to DCI should meet the following requirements: a. The consultants should be certified in Microsoft Dynamics 365 in the respective area b. The consultant should have worked in Microsoft Dynamics 365 FO ERP for at least 2 years in implementation/customization/trouble shooting of ERP Modules and should have a knowledge of Business Processes of modules of Microsoft Dynamics 365 ERP i.e. Finance/Materials/HRMS & Payroll/Projects/Self Service Employee Portal. c. Should have implemented in at least two reputed firms Microsoft Dynamics 365 FO ERP. d. The Technical Consultant Should be Engineering Graduate/MCA/M.Sc (Computer Science)/MBA (Systems) and should be Microsoft certified on MS Dynamics 365 FO. e. The Functional consultant should be CA/ICWA/MBA/Graduate in Engineering and Microsoft certified on MS Dynamics 365 FO. | The detailed resume of the technical and functional consultants assigned to DCI along with the documents in support of the credentials as specified alongside required to be uploaded | | | | | | |
| 7. | Bank Details (Please provide the information against each column) | | | | | Scanned copies Necessary | Not | |
| 1 | Name of the Bank | | | | | | | |
| 2 | Name of the Branch | | | | | | | |
| 3 | Bank Address | | | | | | | |



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| | | | | |
|-----|---|--|--|--|
| | 4 | Bank Account No | | |
| | 5 | IFSC Code/ RTGS Code | | |
| 8. | | Pan Card No. (Scanned Copy of relevant document issued by the relevant authority issuing the number to be attached) | | |
| 9. | | GST Registration number issued by respective authorities (Scanned Copy of relevant document issued by the concerned authority issuing the number to be attached) | | |
| 10. | | For MSMEs only : - The relevant valid registration certificate/document given by NSIC to be submitted along with Technical bid. | | |
| 11. | | <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 NIT 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 | | |



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SECTION - VI PRICE BID FORMAT

TO BE ENTERED ONLY IN THE BOQ IN PRICE BID FILE SEPARATELY. NOTHING TO BE ENTERED HERE.

| S.No | Item Description | Item Code/Make | Quantity | Units of Measure | Basic Rate in figures (To be entered by bidder for 180 Days) (Rs.) | Tax Rate (in %) (To be entered by the bidder, if applicable) | Total Tax (Rs.) (4 x 7 X 8) | Total Amount without Taxes (Rs.) (4 x 7) | Total amount inclusive of all taxes, (Rs.) (9 + 10) | Total amount in words |
|------|--|----------------|----------|------------------|--|--|-----------------------------|--|---|-----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 1 | Charges Remote/ Offline Support for Microsoft Dynamics 365 FO on premises ERP Software for Finance, Materials, and HRMS for both Shore & Floating and Payroll for both Shore and Floating, Projects module and Web Self Service Portal for DCI Employees, for a period of two years extendable for another year at the discretion of the Company. The number of mandays is expected to be around minimum of 120 to 180 days per annum. However, payment would be regulated on the basis of the actual mandays calculated on prorata basis. | Item 1 | 1 | Lumpsum per unit | | | | | | |



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**ANNEXURE - 1 LETTER OF BID AND UNDERTAKING AS TO COMPLIANCE OF
CONDITIONS AND NO COUNTER CONDITIONS (LOB) – TO BE GIVEN
ON LETTER HEAD OF BIDDER.**

Dated _____

To

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

Sir,

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

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

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

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

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

Thanking you,

Yours faithfully,

Place :

Date :

SIGNATURE OF THE TENDERER WITH SEAL, NAME AND ADDRESS

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



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**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



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**ANNEXURE - 3 OTHER UNDERTAKINGS
(TO BE GIVEN ON LETTER HEAD OF THE “BIDDER”)**

Date:

Dredging Corporation of India Ltd.,
“Dredge House”, Port Area,
VISAKHAPATNAM-530001.

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 Shipping, 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 :



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**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, Port Area, Visakhapatnam – 530001 (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.

2. We _____ do hereby undertake to pay the amounts due and (indicate the name of Bank) 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. _____ 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. Notwithstanding anything contained herein contained, our liability under this guarantee will be limited to Rs. _____ and will remain enforce 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.



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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 Guarentee shall not exceed Rs. _____
- b) This Bank Guarentee shall be valid upto _____
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarentee 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)



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ANNEXURE - 5 PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(To be executed on Rs.100/- Non-Judicial Stamp Paper)

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

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Head Office at Dredge House, port Area, Visakhapatnam – 530001 (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") exempt from payment under the terms and conditions of the said tender dated _____ No. _____ made between the DCI

and the Tender for _____ (herein after called the said "Tender") 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 _____ do hereby undertake to pay the amounts due and _____ (indicate the name of Bank) Payable under this guarantee without any demur, merely on a demand from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason breach by the said Tenderer of any of the terms or conditions contained in the said Tender or by reason of the Tenderer's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the said Tenderer shall have no claim against us for making such payment.

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

5. We _____ (indicate the name of Bank) further agree that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Tenderer and to forbear or



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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 RO Plants tender. 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)
