



No.DCI/HR/MUM/TAXI/2020

Date 10.07.2020

To

M/s.....

.....

.....

Dear Sirs,

Sealed Tenders are invited from reputed Taxi suppliers having rich experience for supply of diesel driven latest model cars of not older than 2018 or later models make on hire basis for use by M/s. Dredging Corporation of India Ltd., Mumbai Regional Office/ Project Office on "Monthly hire basis" and "as and when required basis" in two cover systems i.e. Technical & Price Bids, initially for a period of 2 years and extendable for another one year on the same rates, terms and conditions at the discretion of DCI.

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|---------------|--|
| Section - I | - Invitation for Bids |
| Section - II | - Tender |
| Section - III | - Scope of work |
| Section - IV | - General & Special Conditions of Contract |
| Section - V | - Technical Specifications |
| Section - VI | - Technical Bid |
| Section - VII | - Bill of Quantities (Price Bid) |

2.Tenderers are requested to go through the tender documents in detail, before filling up the tender documents, enclosing relevant supporting documents and offering their rates.

3.Tenderers must sign on each and every page of the tender, in token of acceptance of the conditions thereof.

4.Tenderers are requested to submit their Technical Bid and Price Bid in two separate sealed covers and both the Technical Bid cover and Price Bid covers shall put in another sealed cover duly indicating on the cover as "Tender No.DCI/HR/MUM/TAXI/2020 Dtd 10.07.2020 for supply, Manning and running diesel driven AC Taxies such as Amaze/Etios /DZire / Xylo / Inno va /H-City of 2018 or later models" and submit their tender on or before 1500 Hrs on 06.08.2020.

5.The Technical Bid cover shall contain the Tender documents viz. Sections – I, II, III, IV, V and VI (Technical Bid format) along with Annexures I & II etc., duly signed on all pages by the tenderer together with EMD either by way of DD /Bank Guarantee or e-Payment. The Price Bid cover should contain (Section -VII i.e. Bill of Quantities) to be kept in a separate sealed cover duly signed. It may please be noted that the Price Bid Covers will be opened in respect of those parties who are technically qualified.



6. Submission of Tenders both Technical & Price Bid papers in single cover is liable for rejection.

7. Pre-Qualification Criteria:

Tenderer should possess the following minimum qualifying requirements:

I. Technical :

Should own Amaze/Etios/DZire /Xylo/Innova/H-City of 2018 or similar type of vehicles or later model at the time of tendering.

II. Financial :

- i. Average annual financial turnover during the last three years ending 31st March, 2020 should be at least Rs.34.00 Lakhs.
- ii. Experience of having successfully completed supply of Amaze/ Etios /DZire / Xylo/ Innova / H-City of 2018 or later models make Taxi services or later model, during the last seven years ending March, 2020 should be any of the followings:-
 - a. Three similar completed works costing not less than Rs.45.35 Lakhs.
(or)
 - b. Two similar completed works costing not less than Rs.56.70 Lakhs.
(or)
 - c. One similar completed work costing not less than Rs.90.70 Lakhs.

8. The Technical Bids will be opened on 06.08.2020 at 1530 Hrs in the presence of such Tenderers / their Authorized representatives who are present at that time.

Thanking you,

Yours faithfully,
For Dredging Corporation of India Limited

Project Manager

Encl: As above



DREDGING CORPORATION OF INDIA LIMITED
101-A, MITTAL CHAMBERS, NARIMAN POINT
MUMBAI-400021.

Phone 022-22022437
Email: pomumbai@dcil.co.in

SECTION-I

DREDGING CORPORATION OF INDIA LIMITED
MUMBAI - 400707.

Ref: DCI/HR/MUM/TAXI/2020

Date: 10.07.2020

INVITATION FOR BIDS

Sealed Tenders are Invited from the reputed Taxi suppliers for supply of diesel driven latest model Taxies Amaze/Etios /DZire /Xylo/Innova/H-City of not earlier than 2018 make or later models of having all inbuilt facilities hire basis for use by M/s. Dredging Corporation of India Ltd., Regional Office/ Project Office Mumbai in two cover systems Le. Technical & Price Bids, initially for a period of 2 Years extendable by another one year on the same rates, terms and conditions.

02. Interested reputed parties may obtain tender documents from the undersigned on all working days or may download the tender documents from the website www.tenders.gov.in, www.dredge-india.com and <http://e-procure.gov.in> from 10.07.2020 10.00hrs to 06.08.2020 up to 1200 hrs for participation in the bid by enclosing a DD/ PO or E-Payment for Rs.5,900/- (Rs.5000/-+18% GST) towards the cost of tender documents (non-refundable) along with the Technical Bid, without which the tender documents will be summarily rejected. The last date for receipt of tender is 1500 hrs on 06.08.2020 and the Technical Bids will be opened on the same day at 1530 hrs.

03. Dredging Corporation of India Limited reserves the right:

- i) For issue of tender documents only to those considered competent to execute the work, and
- ii) To accept or reject any or all tenders received without assigning any reasons whatsoever.
- iii) To cancel the tender at any stage for the reasons whatsoever it may be.
- iv) To reject the tender received with counter conditions.

04. The detailed NIT and complete tender documents are hosted in our website www.tenders.gov.in, www.dredge-india.com and <http://e-procure.gov.in>

Project Manager



SECTION - II

TENDER

M/s. Dredging Corporation of India Limited (Under Ministry of Shipping) is desirous of getting services for hiring of taxies of latest model diesel driven AC Taxies Amaze/Etios /DZire /Xylo/Innova/H-City of not earlier than 2018 make or later models of having all inbuilt facilities on hire basis and as and when require basis for use by M/s. Dredging Corporation of India Ltd., Regional Office/ Project Office Mumbai in two cover systems i.e. Technical & Price Bids, initially for a period of 2 Years extendable by another One Year on the same rates, terms and conditions. The details with regard to EMD, Performance Security Deposit, Period of Contract, etc., are as indicated in the following Memorandum:-

MEMORANDUM

| | | | |
|-----|--------------------------|---|---|
| i | Name of Work | : | Supply, Manning and Running of A.C diesel taxies (Amaze/Etios/DZire /Xylo/Innova/H-City or similar type of vehicles) of 2018 or later models for hire "on monthly hire basis" and "as and when required basis" for use by DCI Ltd., RO, Mumbai as per the Scope of work stated at Section – III. |
| ii | Cost of Tender Documents | : | Rs.5900/- (Rs.5000/-+ 18% GST) (Receipt to be enclosed) |
| iii | E.M.D | : | Rs.113364.00 (Rupees One lakh Thirteen thousand Three Hundred and Sixty Four only) by way of DD /BG/ online payment (E-Payment receipt to be enclosed) or Bank Guarantee from any nationalized scheduled bank in India, favoring Dredging Corporation of India Ltd., Visakhapatnam as per format attached at Annexures. EMD is exempted from MSME vendor for the tendered item. THE "TENDER DOCUMENT FEES AND EMD AMOUNT" IN DCI'S ACCOUNT SHOULD COMMUNICATE TO treasury@dcil.co.in EMAIL ID FOR CONFIRMATION FROM OUR FINANCE DEPARTMENT FOR RECEIPT OF THE AMOUNT AND THE SAME SHOULD ENCLOSED AT THE TIME OF BID SUBMISSION. BANK DETAILS ARE MENTIONED BELOW. |
| | | | <u>Performance Security</u> : 5% of the contractual value for 2 years to be payable by the Successful bidder within 15 days from the date of award of work through on line as per the bank details given or Bank Guarantee issues by a Nationalized Bank as per format attached at Annexures and as per Clause 10 of General terms & Conditions of this tender. |



| | | | |
|------|--|---|--|
| iv | Performance Security & Security Deposit | : | EMD will be returned to the successful bidder after receipt of Performance Security or will be adjusted against the same after submission of the balance amount as Performance Security at the successful Bidders option. <u>Security Deposit</u> : In addition, 5% from every running bill will be deducted towards Security Deposit till the total Security Deposit amounts to 5% of the contractual value. Note: Performance Security - 5% (submitted as BG or RTGS) and Security Deposit - 5% (deducted from bills), totaling to a tune of 10% of contractual value. |
| v | Period of Contract | : | Initially for two years extendable by one more year at the discretion of DCI, with the same rates, terms and conditions |
| vi | Downloading of tender documents | : | Tender Document can be downloaded from 10.07.2020 to 06.08.2020 up to 1200 hrs from websites: www.tenders.gov.in , www.dredge-india.com and http://e-procure.gov.in |
| vii | Last date for Receipt of Tenders | : | Up to 1500 hrs on 06.08.2020. |
| viii | Date & Time of Opening of Technical Bids | : | The Technical bids will be opened at 1530 hrs on 06.08.2020 in the presence of such Tenderers / their Authorized representatives who are present, if any, at DCI, Qr No.B-63/1, Sector -2, JNPT Township, Navi Mumbai, Raighad Dist – 400 707. |

2. For online Payment the Bank Details are as follows:

- (i) Name of Company : Dredging Corporation of India Limited.
- (ii) Name of the Bank : Syndicate Bank,
- (iii) Branch Name : DCI Ltd., Branch, Port Area, Visakhapatnam- 530001.
- (iv) IFC Code : SYNB0003583
- (v) Swift Code : SYNBINBB032
- (vi) Account type : Current account
- (vii) Account No : 35833070000014



3. Should this tender be accepted, I/ We hereby agree to abide by and fulfill the terms and conditions and other provisions contained in the tender documents, Invitation for Bids (Section-I), Tender (section-II), Scope of Work (section-III), General & Special conditions (Section-IV), Technical Specifications (Section-V), Technical Bid (Section-VI) and Bill of Quantities (Section-VII), which have been read by me/ us, read and explained to me/ us so far as they are applicable. In default of any of these conditions, I / We agree to set off the extra cost if any, for carrying out the work at my/ our risk and cost against the Performance Security Deposit available with the Dredging Corporation of India Ltd., 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 Earnest Money furnished by me/ us and/ or Performance Security Deposit recovered from my/ our interim bills.

4. The tender documents can be downloaded directly from our official web-sites www.tenders.gov.in, www.dredge-india.com and <http://e-procure.gov.in> . To fill the tender document and to strike off wherever not necessary and by enclosing all the necessary documents and cost. The completed tender document with all enclosures to be placed in a two bid cover duly super scribes the name of the tender on the top of the cover with address.

5. Bank DrafftNo. _____ drawn in favour of DREDGING CORPORATION OF INDIA LIMITED, VisakhapatnamforRs._____ (Rupees only) is hereby forwarded towards Earnest Money Deposit
(or)

Bank Guarantee executed in favour of DREDGING CORPORATION OF INDIA LIMITED, Visakhapatnam for Rs._____ (Rupees only) is hereby forwarded towards Earnest Money Deposit.

6. I/ We hereby confirm that having read and understood all the terms and conditions of the tender and abide by these terms and conditions.

Signature of the Tenderer
(At the time of submission
of tender) with seal

Date:
day of 2020.

Signature of the Witness to
the Tenderer's signature:

Witness :

Address :

Occupation:

SIGNATURE OF THE COMPETENT AUTHORITY OF DCI



SECTION - III

SCOPE OF WORK

1. Supply, manning and running minimum 2 numbers diesel driven AC Taxies such as Amaze/ Etios/DZire / Xylo / Innova / H-City of 2018 or later models etc of having all inbuilt facilities on '**monthly basis**' for use by M/s. Dredging Corporation of India Ltd., RO, Mumbai as per the terms and conditions of the tender for 12 hrs usage.
2. Supply, manning and running diesel driven AC Taxies such as Amaze/ Etios /DZire / Xylo / Innova / H-City of 2018 or later models of having all inbuilt facilities on '**as and when required basis**' for use by M/s. Dredging Corporation of India Ltd., RO, Mumbai as per the terms and conditions of the tender.
- 3.The tendered work is scheduled to be commenced, immediately after finalization of the tender hence; the tenderer should make all necessary arrangements before hand for supply of vehicles as per the scheduled date.



SECTION-IV

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1. Tenderers shall submit their Technical Bid and Price Bid in two separate sealed covers super scribing "Technical bid and Price bid" respectively. And both the Technical Bid cover and Price Bid cover shall put in another main sealed cover duly super scribing on the cover as "Tender for supply of latest diesel driven Taxies or later models of having all inbuilt facilities - Tender No.DCI/HR/MUM/TAXI/ 2020 Date: 10.07.2020 and submit their tender to 'Project Manager, Dredging Corporation of India Ltd., Mumbai, on or before due date and time.
2. The Technical Bid cover shall contain the tender documents viz. Sections - I, II, III, IV, V and VI (Technical Bid format), Annexure - I, II, etc., along with supporting documents duly signed by the tenderer together with EMD either by way of DD or Bank Guarantee. The Price Bid cover should contain only Section - VII, i.e. Bill of Quantities duly signed and nothing else. It may please be noted that Price Bid cover will be opened in respect of those parties who are technically qualified. Submission of tender with both Technical & Price Bid papers in a single cover is liable for rejection.
3. The sealed tender completed in all respects along with prescribed Earnest Money Deposit of Rs.113364.00 (Rupees One lakh Thirteen thousand Three Hundred and Sixty Four only) to reach before the stipulated due date & time or the same may be dropped in the tender box placed at DCI Office, Qr No.B-63/1, Sector -2, JNPT Township, Uran, Navi Mumbai – 400707. DCI will not be responsible for any postal delays. Unsealed tenders will be summarily rejected.
4. The technical bids will be opened at 1530 hrs on the date stipulated in Memorandum, in the presence of such tenderers/ representatives who are present at that time.
5. Tenders received after specified time and date will not be accepted.
6. Tenders received without Earnest Money Deposit are liable to summary rejection.
7. All tenders must be absolutely clear, failing which the same will not be considered.
8. All columns would be properly and legibly filled in. No column would be left blank. Any correction in the rates etc., should be duly attested by the tenderer. Alterations, if any not authenticated with attestation may result in rejection of the tender, failing which the tender is liable for rejection.



9. The EMD will be submitted by the parties either in the form of E-Payment/ Demand Draft (DD)/ Bank Guarantee (BG) from any scheduled commercial Bank, as per attached proforma. Cheques will not be accepted.

10. Performance Security:

10.1 Within Fifteen (15) days after receipt of notification of award of the Contract, the Bidder shall furnish Performance Security to the DCI in the amount specified hereunder.

10.2 The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the Contract.

10.3. 1. A sum equal to 5% of the of the contract as indicated in work order shall be deposited by the contractor by Demand Draft or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank as Performance Security Deposit in favour of Dredging Corporation of India Limited payable at Visakhapatnam as per Performa at Annexure enclosed. Bank Guarantee shall be valid till completion of work including extended period if any.

10.3.2. Alternatively at contractor's option, EMD can be converted as part of the Performance security and balance amount of 5% of initial two years value of agreed amount shall be deposited by the contractor by Demand Draft or by way of irrevocable, unconditional Bank Guarantee from Scheduled/ Nationalized Indian Bank.

10.3.3. In case the contract is further extended for one year or less, sum equal to 5% of the contract value for the extended period of contract shall be deposited within 10 days after receiving a letter of extension of contract from DCI.

10.3.4. In addition to above Performance Security Deposit, Security deposit at the rate of 10% shall be deducted from every running bill till total performance security deposit amounts to 10% of the agreed contract value is received . [Example: - initial two years value of work is Rs.36.00 Lakhs, out of 10% of Rs.36.00 Lakhs i.e., 3.60 Lakhs, 5% performance security will be Rs.1.8 Lakhs is to be submitted as stated above 10.3.1 or 10.3.2 and the balance 5% i.e., Rs.1.8 Lakhs will be deducted @ 10% of every running bill till the total performance security amounts to Rs.3.60 Lakhs for initial two years contract period. Same pattern will continue for extended (3rd year) period of contract if any]

10.3.5. The performance security deposit will not carry any interest. The same will be returned after completion of work duly certified by Project Manager. If Bank Guarantee is submitted against Performance Security, it should be valid till completion of work including extended period if any.

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



11. Rates quoted by the tenderer in item rate tender in figures and words will be accurately filled in so that there is no discrepancy in the rates written in figures and words.

12. Special care should be taken to write the rates in figures as well as in words, in such a way that the interpolation is not possible. The total amount would be written both in figures and in words. In case of figures Rs. would be written before the figures of Rupees and paise after decimal figures viz. Rs.2.15ps. and in the case of words, the word Rupees should precede and the words paise would be written at the end. Unless when the rate is in whole rupee and followed by the words only, it would be invariably be up to two decimal places.

13. The rate will be quoted in decimal coinage and will be noted in words and figures. The amount for each item would be worked out and the requisite total given.

14. If the amount of an item is not worked out by the tenderer, it does not correspond with the rate written either in figures or in words, then the rate quoted by the tenderer in words will be taken as correct.

15. Where the rate quoted by the tenderer in figures and words tallies but the amount is not worked out correctly, the rate quoted by the tenderer will be taken as correct and not the amount.

16. Item rate tender bearing any inscription either to increase or decrease the rate quoted, they will not be considered and such tender will be rejected summarily.

17. The tenderer should sign on all pages of the tender documents including Bill of quantities (Price Bid) attached with the tender while tendering for the work.

18. Escalation in the cost of diesel rates, as per the directives of Govt. of India, will be reimbursed to the taxi supplier with the last date of submission of bids as the base date for the rate of diesel. The escalation will be worked out considering that each liter gives an average run of 10 Kms and will be calculated average rate of the fuel charge for the month and will be nomenclature as "Fuel - Escalation charge". Similarly, de-escalation in the rate of diesel during the currency of contract will be reduced accordingly with date of submission of bids as the base date for the rate of diesel. No other escalation in costs is payable. Base rate will be taken as the last day of submission of bids.



Formula for calculating fuel escalation / de-escalation:

Fuel escalation / de-escalation = $(A / 10) \times (B - C)$

A = No. of kilometers.

B = Present price of fuel.

C = Price of fuel as on base date.

Note: For the purpose of calculating fuel escalation / de-escalation, the price of fuel as on the 1st and 16th of every month will be taken into consideration.

For proof of the claim of increase of fuel price, fuel receipt from dealers shall be enclosed for determining the date of price hike and enhanced rate for each change of price along with the bill. No other escalation in costs is payable. The rate quoted in the tender will remain firm during the currency of contract including the extended period if any. Escalation in the hire charges is not admissible

19. The E.M.D. of the successful tenderer shall be retained as part of Performance Security Deposit and the E.M.D. of the unsuccessful tenderers shall be refunded after award of work. No interest shall be paid on E.M.D. or Performance Security Deposit.

20. All statutory Taxes (Central / State) except Service Tax in respect of this contract will be deemed to be inclusive in the quoted rate and the same will be payable by the tenderer and Dredging Corporation of India Ltd will not entertain any claim whatsoever in this respect. The quoted rates would be inclusive all taxes fuel/other oils, repairs, drivers' beta ,toll gate fees ,parking fees and the same will be payable by the tenderer and Dredging Corporation of India Limited will not entertain any claim whatsoever in this respect. Service Tax as applicable on actual shall be reimbursed by DCI as per rules of service tax subject to produce documentary proof.

21. The tenderers should acquaint themselves with the work and the working conditions in supply, manning and running of taxies to Govt. Organizations/ reputed firm and no claim will be entertained on this issue.

22. The tender shall remain open and valid for acceptance for a period of 90 days from the date of opening of Technical bid and on request of the Corporation the validity can be extended for further period of 30 days.

23. DCI reserves the right to cancel / withdraw the tender at any stage without assigning any reason. Contractor cannot sub-let the Work.

24. DCI reserves the right to inspect the taxi cabs to check the model and the conditions of the taxies owned by the tenderer and to assess their credentials / capability in maintaining the taxi cabs.



25. The tenderer will ensure that the vehicles should report / placed as per requirement within the stipulated time on every occasion. In case of breakdown of the vehicle hired, another vehicle in good working condition has to be provided immediately by the tenderer at no extra cost.

26. Pre qualification criteria: The tenderer should have at least 7 years experience in supplying taxis to Govt. organisations/ reputed firms and should be in possession of at least 2 (two) number of Amaze/Etios /DZire /Xylo/Innova/H-City etc of 2018 make or later model of having all inbuilt facilities at the time of tendering. The tenderers having similar type of experience during the last seven years ending last day of month previous to the one in which tenders are invited should be either of the following:

- a. Three similar completed works costing not less than Rs.45.35 Lakhs.
(Or)
- b. Two similar completed works costing not less than Rs.56.70 Lakhs.
(Or)
- c. One similar completed work costing not less than Rs.90.70 Lakhs.

27. The tenderer should have average annual turnover for minimum value of Rs. 34.00 Lakhs during the last 3 years ending March, 2020.

NOTE: The expression 'similar works' means who is having experience in supply of diesel driven taxis on 'monthly / as and when required basis to any Govt. Organizations/ PSUs/ Private Sectors, etc.

28. Conditional tenders/ Tender with counter conditions will not be considered. The tender is non transferable.

29. In the event of any breach of contract on the part of the contractor, the Corporation reserves the right to forfeit the entire performance security deposit including converted EMD amount by serving 3 days notice at any time during the currency of the contract. Corporation also reserves the right to get the balance work executed by some other sources at the risk and cost of the tenderer.

30. All rules and regulations governing the Dredging Corporation of India Limited will be applicable.

31. 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.

32. The tenderer should have Permanent Account Number (PAN) from the concerned authority and copy of the same to be furnished along with the technical bid.



33. Wages will be paid by the tenderer to the workmen, directly without intervention of any jamadars or chowkidars and that the contractor will ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadars from the wages of the workmen. The tenderer will also strictly comply with the various provisions of the labour welfare statutes like:

- a. Contract Labour (Regulation & Abolition) Act, 1970
- b. Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
- c. Industrial Disputes Act, 1947
- d. Payment of Gratuity Act, 1972
- e. Equal Remuneration Act, 1976
- f. Employees Provident Fund and Misc. Provisions Act, 1952
- g. Minimum Wages Act, 1948
- h. ESI Act, 1948 and Other Acts as applicable from time to time.

34. All liabilities such as compensation under Workmen's Compensation Act, PF Act and other regulations of the Govt. prevailing and as amended from time to time will be to the tenderer's account and the tenderer must indemnify the DCI against such liabilities.

35. If the tenderer makes default in proceeding with the work 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. 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 tenderer will not have any claim for compensation or otherwise on this account.

36. **ARBITRATION:** Should any dispute or difference arise between the Corporation and the Tenderer in connection with this contract, or as to the rights and liabilities of the parties hereto, it will be referred to a Sole Arbitrator, a person to be appointed by the Managing Director, Dredging Corporation of India Ltd., Visakhapatnam and the award of the Arbitrator will be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modifications or re-enactment thereof. The Arbitrator will give a reasoned award. The Sole Arbitrator is precluded from awarding any interest in the award either for the pre-reference period or pendentelite. The venue of the Arbitration will be Visakhapatnam, and the courts at Visakhapatnam will have exclusive jurisdiction on all matters with reference to this contract.



37. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection and the contract can be terminated any time if such canvassing is detected during the tenure of contract.

38. The tenderer will furnish a certificate that he is not related to any officer of Dredging Corporation of India Limited or any officer of the rank of Asst. Secretary or above in the Ministry of Surface Transport, Government of India. Alternately, the tenderer should give a declaration along with their tender about the names of the relatives, who are employed in Dredging Corporation of India Limited. Proforma of declaration attached at Annexure-I.

39. The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of corruption Act in connection with the bid. (Annexure-II)

40. The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid. (Annexure-II)

41. The Tenderer shall disclose any Information regarding any current litigation in which the tenderer is involved. (Annexure-III)

42. The Tenderer shall furnish details of Bank Account for Electronic Transfer of payments as per attached proforma. (Annexure-IV).

43. Except the agreed rate of hire, escalation as applicable, tollgate fees, parking Fees, Port gate Pass and Service Tax, no other charges whatsoever will be paid by the Corporation.

44. The driver of taxies should be advised/ instructed to behave politely with the Officers / staff while discharging their duties.

45. Port entry Passes whenever required shall be arranged by DCI. However, the Tenderer shall abide by all the rules and regulations in force while plying the taxies Inside the restricted areas of Port Trust. Etc. Toll Tax, Parking fees & Dock entry fees if any shall be reimbursed on submission of proof along with monthly bill duly endorsed by the respective Users.

46. The drivers should be provided with Uniform to comply with the regulations of the Road Transport Authorities. In case of failure to comply with the rules by the Drivers, it will be the sole responsibility of the drivers / tenderer for payment of any Fines. Etc., and the Corporation will in no way be responsible for any consequences, etc.



SECTION-V
TECHNICAL SPECIFICATIONS

The rates quoted will be valid for initial contract period of Two Years from the date of acceptance and at the discretion of the Corporation, the contract can be extended for one year on the same rates, terms and conditions or curtailed / terminated by issuing one week advance notice. The Tenderer shall not have any additional claim on account of extension or termination of the contract.

2. The taxis to be supplied to the Corporation will be of 2018 make/ model or later models of having all inbuilt facilities. The tenderer will produce the vehicle(s) if required by the Corporation for inspection. The Corporation has the right to reject the vehicle supplied by the tenderer, if the same is not of make/ model 2018 or later model.

3. Tenderer will ensure that no vehicles owned by private parties hired as taxis. The vehicles hired, as taxis will be registered as a transport vehicle and possess necessary valid permit. The Drivers should also hold the requisite licenses/ permits etc., and the Drivers should be provided with a mobile phone to facilitate immediate contact, in case of emergency and they should behave politely with Officers/ Staff and they shall be neatly dressed while discharging their duties.

4. If, the hiring is on hourly basis, time at which the driver along with the taxi starts from garage or at the point reporting at garage (garage to garage) be treated as 'Booking Time' and 'Releasing Time' as certified by the authorized officer/ representative of the Corporation using the vehicle. If the hiring is on KM basis, the mileage will be accounted for, from garage to garage. If the garage is located at more than 15 Kms, the distance will be treated to the maximum of 15 Kms each side.

5. If the performance of the vehicle(s) is / are not satisfactory, the tenderer will be notified in writing of the poor performance of the vehicle(s) and in case, the tenderer fails to improve the performance of the vehicle(s) or to supply suitable substitute vehicle in good working condition to the satisfaction of DCI Ltd., Mumbai within reasonable time as notified in the notice, the Corporation reserves the right to cancel the contract immediately after expiry of the notice period and Earnest Money and Performance Security deposit will be forfeited.

6. The vehicle and drivers to the Corporation will possess valid Registration certificate, Road Tax Token, License, Comprehensive Motor Insurance coverage, Pollution Control Certificate and other relevant statutory documents etc., as prescribed by the concerned authorities from time to time.



7. Running Account Bill will be paid monthly within 30 days from the submission of bill in duplicate complete in all respects like 'log sheet' duly certified by user, vehicle requisition slip copy of monthly PF remittance challan, etc., after deducting the Performance Security Deposit and other statutory recoveries such as I.T., etc. The Performance Security Deposit so deducted and the Earnest Money Deposit will be refunded to the Tenderer after payment of the final bill and on successful completion of the contract, including the extended period, if any.

8. In case of break-down of the hired vehicle, alternative vehicle has to be provided by the taxi supplier at no extra cost. If he fails to do so, alternative arrangements will be made, and the expenses incurred thereof will be deducted from the taxi supplier while settling the bills.

9. Either the officer of the Corporation or the representative of the Corporation traveling in the vehicle will in no way be responsible for any accident or mishap occurring to the vehicle / driver or any claims arising out of the same.

10. Tenderer will take full responsibility for the safety of his vehicle(s)/ drivers / workmen during hire. The Corporation will not be liable for or in respect of any damage or compensation payable in law, in respect or consequence to any accident or injury to any workmen or other persons in employment of the Contractor or damage/ damages to the vehicles etc., and the tenderer will indemnify and keep DCI indemnified against all such damages and compensations and against all claims, damages, proceedings cost, charges and expenses, whatsoever in respect thereof or relating thereto.

11. The vehicle, which will be offered on monthly basis, should not be replaced/ withdrawn from services without prior permission in writing and it is desirable that the driver should not be changed frequently.

12. The vehicles supplied for out-station trips shall have working music system and the drivers concerned should be provided with sufficient amount to meet expenses relating to cost of diesel, repairs, toll gate fee, parking fee, driver's coffee/ Tiffin, meals expenses, night stay expenses as required and other contingencies.

13. The tenderer should be able to cater/ provide immediately any number of vehicle(s), as required by the Corporation on any day within 2 hours on intimation. If the tenderer fails to do so, alternative arrangements will be made and expenses incurred thereof will be deducted from the tenderer, while settling his bills.

14. The Tenderer shall abide by all rules and regulations in force while plying the car(s) inside the restricted areas of Port etc.



15. The Driver will be responsible for watch keeping of the vehicle(s) to avoid any possible damage, theft etc. at all times wherever the Taxi's is on hire to Dredging Corporation of India Ltd.

16. The Driver shall maintain perfect discipline and behavior and he shall not in any manner cause any interference, annoyance, nuisance to the management of the Corporation or its business or work or its Officers/ Employees/ Other Official Guests.

17. The driver(s) shall maintain Trip sheets/ Logbook and get it signed by the users for all trips on the same day. Logbook should be produced to the office, whenever required and handed over to office after its completion for record. If the logbook is incomplete, the payment shall not be made for the particular day.

18. The vehicles engaged on regular/ monthly basis shall commence on hire from the time and Kilometer reading recorded at Regional Office/ Project Office at the beginning of the day and shall remain on hire till the same is closed at Regional Office/ Project Office at the end of each day. For the calculating full month, the vehicle shall be utilized for at least 15 working days (excluding Saturday, Sunday and holidays) in a month. If the vehicle is utilized less than 15 working days, the vehicle engagement will be considered as utilized for as and when basis and the payment will be made accordingly.

19. Average Kms run is fixed as 80 Kms and 120 Kms for 8 Hrs and 12 Hrs basis respectively. Extra km rate is payable to the Tenderer as per schedule only when the total km run in a month is more than the average km of 80 Kms and 120Kms as the case may be, multiplied by the actual number of days the Taxi(s) is engaged during that month. This is applicable only when the Taxi(s) is engaged on daily basis of 8 Hrs/12 Hrs.

Illustration: When the Car(s) is engaged on 8/12 hrs basis, the payment shall be considered in the following manner in addition to the normal as per the schedule.

| Hrs in that month | Km run of the vehicle in that month | Explanation |
|-------------------|-------------------------------------|---|
| 360 | 3600 | No addl. payment since it is within 360 hrs and 3600 Kms |
| 400 | 3600 | Extra 40 hrs. (400-360) only shall be paid |
| 360 | 4200 | Extra 600 Kms (4200-3600) only shall be paid |
| 400 | 4200 | Extra 40 hrs shall be paid, and corresponding 40 hrs x 10 km = 400 Kms shall be deducted from the payment due for the 600 Kms. i.e. payment for 600-400=200 Kms only shall be paid. |



20. In the event of early completion, temporary suspension of Project works or closure of Mumbai Regional Office/ Project Office, the hiring of Taxi(s) shall be suspended temporarily or terminated by giving 3 (Three) days notice to the Tenderer.
21. The bidder within 48 hours of receipt of the work order over E-mail shall commence the work under intimation to PIC, Mumbai and Chief Project Manager.
22. On receipt of the work order over E-mail, the successful Bidder shall sign the Agreement along with the performance security of 10% of total value of quoted amount and return it to DCI within 07 (seven) days to Chief Project Manager.
23. DCI reserves the right to split the work as per the requirement of DCI for Local Duty, out Station Duty and Hire Charges on Monthly Basis (AC Vehicles) etc,



SECTION-VI
TECHNICAL BID

| | | | | |
|---|--|-----------------|---------------------|-----------------|
| 1 | (a) Name & Full address of the firm with telephone / Fax Nos. | | | |
| | (b) Name of the contact person | | | |
| 2 | Firm's Registration Certificate issued by Labour Authorities under shops & establishment Act (Documentary proof shall be attached.) | | | |
| 3 | P.F Code allotment letter issued by P.F. Authorities (Documentary proof shall be attached) | | | |
| 4 | Service Tax registration certificate of the Firm issued by concerned authority (Documentary proof shall be attached) | | | |
| 5 | Permanent Account Number (PAN) issued by Income Tax Dept., Govt. of India (Documentary proof shall be attached) | | | |
| 6 | (a) Existing latest model Taxi Amaze/ Etios /DZire /Xylo / Innova / H-City of not earlier to 2018. (Minimum of 2 nos.) of 2018 or later model of having all inbuilt facilities should be furnish for technical qualification | Type of vehicle | Year of make/ model | No. of vehicles |
| | | | | |
| | (b) No. of latest model taxis registered in the name of tenderer (Documentary proof shall be attached) | Type of vehicle | Year of make/ model | No. of vehicles |
| | | | | |
| | (c) No. of other Taxies maintained by the tenderer | Type of vehicle | Year of make/ model | No. of vehicles |



| | | | | | |
|---|--|------------------------|--|-----------------------------|---------------------------------------|
| | and source. | | | | |
| 7 | Tenderer should have experience having successfully completed works during last 7 years ending March 2020. Furnish the following information. | | | | |
| | Nature of work | Period of Work From To | Organisation if any | Value of each work done Rs. | Remarks (attach supporting documents) |
| | | | | | |
| Minimum Work value should be Rs.66.68 Lakhs during last 7 years for Two similar nature works. | | | | | |
| 8 | Average Annual Financial Turn Over for the last 3 years: (a) 2017-18: (b) 2018-19: (c) 2019- 20: (Attach copies of Profit & Loss Account duly certified by Auditor/ Auditor's certificate) | | Rs. Rs . Rs. Average : (minimum average of Rs.34.00 Lakhs) | | |
| 9 | Details of Man Power possessed by the Tenderer (viz. Experienced drivers, etc .) | | | | |
| 10 | E.M.D. particulars (BG/ DD towards EMO shall be kept in Technical | | | | |



| | | |
|----|---|--|
| | Bid cover only) | |
| 11 | E - Bank Account No. NEFT /RTGS No. | |
| 12 | Furnish an undertaking that the 'Price Bid Cover ' (section - VII) does not contain any counter conditions | |
| 13 | Whether letter as per proforma duly sig ne d and attached in the Technical Bid Cover | |
| 14 | Whether all pages of Tender Schedule signed by the tenderer | |
| 15 | Service Tax Registration Number (Enclosed proof of documents) | |
| 16 | TIN Number | |

Place :

Date :



SECTION-VI
PRICE BID
(TO BE SUBMITTED IN SEPARATE SEALED COVER)

BILL OF QUANTITY

Name of the Work: Supply, manning and running of minimum two no. diesel driven AC Taxies (Amaze/ Etios /DZire /Xylo / Innova / H-City of 2018 make or later models etc) of 2018 or later model on "monthly hire basis" and "as and when required basis" at Mumbai Office- Reg.

I. LOCAL DUTY (AC VEHICLES)

| Sl. No. | Hour | Assured KM | Charges for latest model of following vehicles (Rs. in figure and words) | | | | | |
|---------|------|------------|--|------------------------------------|-------------------------------|--------------------------------|----------------------------|--------------------------------|
| | | | DZIRE/ ETIOS/ SIMILAR TYPE | ERTIGA/ XYLO SIMILAR TYPE | INNOVA 4G/ SIMILAR TYPE | CRYST A/SIMIL AR TYPE | COROLLA/ SIMILR TYPE | CAMR Y/ SIMILA R TYPE |
| 1 | 3 | 30 | | | | | | |
| 2 | 4 | 40 | | | | | | |
| 3 | 5 | 50 | | | | | | |
| 4 | 6 | 60 | | | | | | |
| 5 | 7 | 70 | | | | | | |
| 6 | 8 | 80 | | | | | | |
| 7 | 9 | 90 | | | | | | |
| 8 | 10 | 100 | | | | | | |
| 9 | 11 | 110 | | | | | | |
| 10 | 12 | 120 | | | | | | |

II. LOCAL DUTYS (AC VEHICLES)

| Sl. No. | Description | Charges for latest model of following vehicles (Rs. in figure and words) | | | | | |
|---------|------------------------|--|--------------------------------------|-----------------------------------|--------------------------------|---------------------------------|-------------------------------|
| | | ETIOS / SIMILAR TYPE | ERTIGA/ XYLO / SIMILAR TYPE | INNOV A 4G/ SIMILAR TYPE | CRYST A/ SIMILAR TYPE | COROLL A/ SIMILAR TYPE | CAMRY / SIMILAR TYPE |
| A | Charges per extraKm | | | | | | |
| B | Charges per extra Hour | | | | | | |



Illustration: When the Car(s) is engaged on 8/12 hrs basis, the payment shall be considered in the following manner in addition to the normal as per the schedule.

| Hrs | Km run of the vehicle | Explanation |
|-----|-----------------------|---|
| 12 | 120 | No addl. payment since it is within 12 hrs and 120Kms |
| 13 | 130 | Extra 1 hrs. (13 -12) only shall be paid |
| 13 | 150 | Extra 1 hour (or) 20 Kms (150-130), whichever is higher, shall be paid. |

III. OUT STATION DUTY: (ACVEHICLES)

| Sl. No. | Type of vehicle | Rate per Kilometer (Rs.) | Rate per night-halt (Rs.) |
|---------|-----------------|--------------------------|---------------------------|
| 1 | ETIOS | | |
| 2 | DZIRE | | |
| 3 | INNOVA 4G | | |
| 4 | CRYSTA | | |
| 5 | COROLLA | | |
| 6 | CAMRY | | |
| 7 | ACCENT | | |
| 8 | CITY | | |
| 9 | INOVA | | |



IV. Supply, manning and running of minimum two numbers of AC diesel driven taxis such as Amaze/ Etios /DZire OR SIMILAR TYPE Car of 2018 make or later models of having all inbuilt facilities on 'monthly basis' for use by M/s. Dredging Corporation of India Ltd., Regional Office, Mumbai as per the terms and conditions of the tender for 12/8 hrs usage

| Sl. No. | Description | Charges for Amaze/ Etios /DZire/Honda City OR SIMILAR TYPE Car of 2018 make or later models of having all inbuilt facilities (Rs. in figures & words) | Charges for Innova or similar type of 2018 make or later models of having all inbuilt facilities (Rs. in figures & words) |
|---------|---|---|---|
| 1 | Per day of 8 hours duty with an average run of 80 KMs per day and 2400 KMs per month (30 days) or pro-rata. | | |
| 2 | Per day of 12 hours duty with an average run of 120Kms per day and 3600Kms per month (30 days) or pro-rata. | | |
| 3 | (a) Rate per Extra hour | | |
| | (b) Rate per Extra Km | | |

Extra km rate is payable to the Tenderer as per schedule only when the total km run in a month is more than the average km of 80Kms/120 Kms as the case may be, multiplied by the actual number of days the Car(s) is engaged during that month. This is applicable only when the Car(s) is engaged on daily basis of 8-hrs/12-hrs.

Illustration: When the Car(s) is engaged on 8/12 hrs basis, the payment shall be considered in the following manner in addition to the normal as per the schedule.

| Hrs in that month | Km run of the vehicle in that month | Explanation |
|-------------------|-------------------------------------|--|
| 360 | 3600 | No addl. payment since it is within 360 hrs and 3600 Kms |



| | | |
|-----|------|---|
| 400 | 3600 | Extra 40 hrs. (400-360) only shall be paid |
| 360 | 4200 | Extra 600 Kms (4200-3600) only shall be paid |
| 400 | 4200 | Extra 40 hrs shall be paid, and corresponding 40 hrs x 10 km = 400 Kms shall be deducted from the payment due for the 600 Kms. i.e. payment for 600 - 400 = 200 Kms only shall be paid. |

In the event of early completion, temporary suspension of Project works or Regional Office/ Project Office, the hiring of Car(s) shall be suspended temporarily or terminated by giving 3 (Three) days notice to the Tenderer.

Note:-

1. Half an hour or more will be calculated as one hour and less than half an Hour should be ignored.
2. The quoted rates would be inclusive of all taxes, fuel/ other oils, repairs, drivers' batta and all other charges.
3. Toll gate fees and parking fees, which shall be re-imbursed on submission of receipt in original duly signed by the authorized user of the vehicle.
4. Parking shall be within 15 Kms radius for vehicle as and when required and for monthly vehicle parking shall be within the 5 Kms radius.

Signature of the Contractor with seal



Annexure-I

PROFORMA

Date:

To
Project Manager,
M/s. Dredging Corporation of India Ltd.,
Mumbai – 400707.

Sir,

Sub : Tender for supply of diesel driven Taxies of model 2018 make or later models of having all inbuilt facilities on as and when required basis to DCI - Reg .

A. With reference to your Tender No.DCI/HR/MUM/TAXI/2020 Dtd 10.07.2020 and as per Cl. No.38 of General & Special Conditions of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

(Or)

B. We hereby certified that my relative(s)working as Officer in Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Govt. of India is given below:

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

Thanking you,

Yours faithfully,

* Strike out 'A' or 'B', which ever is not applicable.



DREDGING CORPORATION OF INDIA LIMITED
101-A, MITTAL CHAMBERS, NARIMAN POINT
MUMBAI-400021.

Phone 022-22022437
Email: pomumbai@dcil.co.in

Annexure-II

PROFORMA

To
Project Manager,
M/s. Dredging Corporation of India Ltd.,
Mumbai – 400707.

Date:

Sir,

Sub : Tender for supply of diesel driven Cars or later models of having all inbuilt facilities on 'monthly' basis to DCI - Reg.

A. With reference to your Tender No.DCI/HR/MUM/TAXI/2020 Dtd 10.07.2020 and as per Cl. No.39 of General & Special Conditions of Contract, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

And,

B.As per Cl. No.40 of General & Special Conditions of Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,



DREDGING CORPORATION OF INDIA LIMITED
101-A, MITTAL CHAMBERS, NARIMAN POINT
MUMBAI-400021.

Phone 022-22022437
Email: pomumbai@dcil.co.in

Annexure-III

PROFORMA

To
Project Manager,
M/s. Dredging Corporation of India Ltd.,
Mumbai – 400707.

Date:

Sir,

Sub : Tender for supply of diesel driven Cars or later models of having all inbuilt facilities on 'monthly' basis to DCI-Reg.

A. With reference to your Tender No. DCI/HR/MUM/TAXI/2020 Dated 10.07.2020 and as per Cl. No.41 of General & Special Conditions of Contract, we hereby certified that, we do not have any current litigation with any party/ firms.

(or)

B. We here by certified that presently we are having litigation with the following party/ firms:

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

Thanking you,

Yours faithfully,

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



DREDGING CORPORATION OF INDIA LIMITED
101-A, MITTAL CHAMBERS, NARIMAN POINT
MUMBAI-400021.

Phone 022-22022437
Email: pomumbai@dcil.co.in

Annexure -IV

PROFORMA

Date:

To
Project Manager,
M/s. Dredging Corporation of India Ltd.,
Mumbai - 400707.

Sir,

Sub : Tender for supply of diesel driven Cars or later models of having all inbuilt facilities on 'monthly' basis to DCI - Reg.

With reference to your Tender No.DCI/HR/MUM/TAXI/2020 Dtd 10.07.2020 and as per Cl. No.42 of General & Special Conditions of Contract, we hereby furnished our Bank Account details for payment through E-transfer as follows:

- 1.Name of the firm:
- 2.Name of the Bank:
- 3.Name of branch:
- 4.Account No.:
- 5.IFSC No. of the Bank:

Thanking you,

Yours faithfully,



PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be executed on non-judicial stamp paper worth of Rs.100/-)

To
Chief Project Manager,
M/s. Dredging Corporation of India Ltd.,
Mumbai – 400 707.

WHEREAS _____
_____ (indicate Name & Full Address of the
tenderer) (Hereinafter called the "Tenderer") has submitted its tender dated
for the execution of (Name of work
) _____.

In favour of M/s. DREDGING CORPORATION OF INDIA LIMITED, Mumbai
herein after called the "CORPORATION"). KNOW ALL MEN by these presents
that we, (Bankers' full
address) _____.

(Herein after called "Bank") are bound unto the Corporation for the sum of
Rs. _____ (Rupees _____
_only) for which payment will and truly to be made to the said Corporation,
the Bank binds itself its successors and assigns by these present.

THE CONDITIONS of this obligation are:

If the Tenderer withdraws his Tender

- (a) during the period of validity of the Tender specified in the Tender (or)
- (b) after having been notified of the acceptance of his Tender by the
Corporation during the period of Tender validity
- (c) fails or refuses to execute the Agreement, if required, or
- (d) Do not commence the work as per the Letter of Intent or Work

Order.

We undertake to pay to the Corporation upto the above amount
upon receipt of their first written demand without the Corporation having
to substantiate their demand, provided that in their demand the
Corporation will note that the amount claimed is due to him owing to the
occurrence of one or more of the above conditions, specifying the
occurred condition or conditions.

Notwithstanding anything herein contained our liability under this
guarantee is limited to Rs. _____ (Rupees

_____ only) and will remain in force upto
90 days from the date of opening of Tender 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 the guarantee
shall be forfeited and the Bank shall be deemed to be relieved or discharged
from all liabilities hereunder.

Dated:

SIGNATURE OF THE BANK WITH SEAL



PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY
(to be executed on non-judicial stamp paper worth of Rs.100/-)

Bank Guarantee No.

Date

To
Project Manager
Dredging Corporation of India Limited
Mumbai - 400707.

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core-2, 1st Floor, SCOPE MINAR, Plot No.2A&2B, Laxmi Nagar District Centre, Delhi – 110091, India (herein after called the "DCI") having agreed to exempt M/s _____ having its registered Office at _____ (herein after called the said "Supplier" from the demand under the terms and conditions of an Agreement / Contract / Work Order dated _____ made between DCI and Supplier for _____ (herein after called the said "Agreement"), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee _____ only), we _____ (hereinafter referred (indicate the name of the Bank) to as "the Bank" at the request of M/s _____ (Supplier) do hereby undertake to pay to the DCI an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We, _____ (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Supplier from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Supplier of any of the terms or conditions contained in the said Agreement or by reason of the Supplier's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (say) _____ only).

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability



under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

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

5. We, _____ Further agree (indicate name of the Bank) that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Supplier 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 Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Supplier 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 Supplier.

7. We _____ lastly undertake not to (Indicate name of the Bank)

Revoke this guarantee during its currency except with the previous consent of the DCI in writing.

8. This guarantee will remain in force until _____. All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to _____ (_____ Only).

Dated theday of2020.