



DREDGING CORPORATION OF INDIA LIMITED

CIN : No. L29222DL1975GO1008123 GST NO. 37/MCD6021B1ZB

Head Office : "DREDGE HOUSE", Port Area, Visakhapatnam - 530 001

Phone : 0891-2523260, Fax : 0891-2560581 / 2585920,

Website : www.dredge-india.com

Regd. Office : Core-2, First Floor, Scope Minar, Laxminagar District Centre, Delhi - 110092



Sub: Supply, Manning and Running of Boat/Launch at Paradip Port

DATE EXTENSION

In view of ongoing cyclone at Paradip on 03-05-19 and 04-05-19, the due date of boat tender is extended till 07-05-19 @1500 hrs.

PROJECT INCHARGE

DCI, PARADIP

CORRIGENDUM-1

As per the tender description of work Sl No.iii page No 5 and Data to be furnished by the tenderer page No21 Sl.No.5, it was stipulated that the intended boat horse power should not be less than 100 HP with a minimum speed of 6 Knots and draft should not be more than 1.00 M of each boat.

This may please be read as the intended boat horse power should not be less than 100 HP with a minimum speed of 6 Knots and draft should not be more than 2.00 M.

ADDENDUM -1

As per the tender clause No. 21 of special conditions of tender page No-17, the Boat to be supplied for routine services, mooring work, diving works and project works should be wooden/steel hull of not less than 100 HP capacity with a minimum speed of 6 knots and should be shallow draft vessel and should ply in shallow water and should be in good working condition and capable of playing in the Paradip Port waters.

This may please be add Paradip Port waters are Outer approach channel, Inner channel , Sand Trap, North, south and central dock complexes, Turning circle etc.

No change in other text.

**DREDGING CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
PROJECT OFFICE: PARADIP**

Ref : PDP/OPS/CD/Routine Boat/ 2019/

Date: 25-04-2019

TENDER FOR

SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT “.

DUE DATES:

- 1 Issue of Tenders through DCI website : 25-04-2019 to 03-05-2019 up to 1700 Hrs.
- 2 Last date of submission of Tenders : 04-05-2019 up to 1500 Hrs.
- 3 Opening of tenders : 04-05-2019 at 1530 Hrs

**PROJECT-IN-CHARGE
DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE, PARADIP**

CONTRACTOR

**DREDGING CORPORATION OF INDIA LTD.
PROJECT OFFICE: PARADIP**

PDP/OPS/CD/Routine Boat/ 2019/

Date: 25-04-2019

(NOTICE INVITING TENDER)

Sealed Tenders are invited in single stage two cover system i.e., Cover - A for "Technical Bid", Cover - B for "Financial Bid" by Project Office, Dredging Corporation of India Limited, Room No.5 & 6^{1st} floor, Old trade centre, Near Hanuman temple, Paradip – 754142 from Competent and experienced contractors for **"SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT "**.

1. Name of the Work : **SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT "**.
2. Period of Contract : 6 Months (180 days) and extendable for 6 Months (180 days) on the same rates terms and conditions. However, the contract can be curtailed during original period / extended period if any as per discretion of DCI.
3. Earnest Money Deposit : Rs.30,600 (Rupees Thirty thousand six hundred only) by way of Demand draft / Bank Guarantee
4. Date of commencement of downloading of tender documents : 25-04-2019 to 03-05-2019 up to 1700 Hrs
5. Last date of receipt of Tenders : 04-05-2019 up to 1500 Hrs. at Project Office, Dredging Corporation of India Limited, Room No.5 & 6^{1st} floor, Old trade centre, Near Hanuman temple, Paradip – 754142

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- 6 Date and time of opening of Techno-Commercial Bids : On 04-05-2019 at 1530 Hrs. Project Office, Dredging Corporation of India Limited, Room No.5 &6 1st floor, Old trade centre, Near Hanuman temple, Paradip – 754142.
- 7 Cost of Tender Documents : **Rs.1180** (Rupees One Thousand one hundred eighty including GST only) (Non-refundable) by way of online payment to DCI, HO. The Details of DCI Current account No. 35833070000014
Branch Name : DCI Ltd, Port area, Visakhapatnam.
IFSC / RTGS No.: SYNB0003583
SWIFT Code No:SYNBINBB032

The detailed NIT and complete Tender Document is hosted on web site <http://eprocure.gov.in>, www.tenders.gov.in, and www.dcitendersonline.com, interested parties may visit the same. The blank proposal document can also be down loaded from our Website and the downloaded document is required to be registered by forwarding a request letter to DCI Ltd., indicating their expression of interest of participation in bidding by enclosing cost of tender document as said above, so as to reach DCI Ltd., before the closing date as afore said, through an authorized person / agent / or by Registered Post / Speed Post or otherwise same can be submitted along with the tender before its due date for submission of tender. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Dredging Corporation of India Ltd. reserves the right to:

1. Accept or reject any or all Tenders without assigning any reason whatsoever.
2. Cancel the tender enquiry at any stage without assigning any reason.
3. Accept the tender in whole or part.
4. Reject the tender received with counter condition.

Minimum Qualifying Criteria:

1. Experience of having successfully completed similar works providing boat services during last seven years ending last day of month previous to the one in which tenders are invited should be either one of the following.
 - i) Three similar completed works each costing not less than Rs.12.24 lakhs.
or
 - ii) Two similar completed works each costing not less than Rs.15.30 lakhs.
or
 - iii) One similar completed work costing not less than Rs.24.48 lakhs.

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2. Annual financial turn over(Profit & Loss) during last 3 years ending 31 March 2019 should be at least 9.18 Lakhs.

Interested eligible Tenderers may download the Tender documents on our websites indicated above and tenderers may contact following person for any clarifications regarding tender From 1000 Hrs to 1700 Hrs (on working days).

Room No.5 &6 1st floor, Old trade centre, Near Hanuman temple, Paradip – 754142

PROJECT-IN-CHARGE

DREDGING CORPORATION OF INDIA LTD,

PROJECT OFFICE, ROOM NO.5&6 1ST FLOOR,

OLD TRADE CENTRE, NEAR HANUMAN TEMPLE,

PARADIP- 754142.

TELEPHONE NO. 06722 -

E – MAIL ID: poparadip@dcii.co.in , Contact No. 7680071725

PROJECT-IN-CHARGE
DREDGING CORPORATION OF INDIA LIMITED
PROJECT OFFICE, VISAKHAPATNAM

SCOPE OF WORK

Name of work: SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT “.

Description of Works:

DCI is being carried out North dredging complex work wef 21-03-2019. In this connection, DCI desires to hire one No. wooden hull mechanized boat of not less than 100 HP for making routine trips to dredgers working under the Capital dredging work on 24 Hrs basis (Round the clock) for attending following works:

The boat shall also attend for diving works, pipeline works and other project works on as and when required basis.

The Boat shall have the following amenities / arrangements / provisions to utilize for project works.

- (i) Wooden / steel Hull boat(s) should be capable to ply in all sea and weather conditions of all the seasons in a year. The best suitable Boat for the above purpose shall be deployed to carry out routine services, mooring works, pipeline works, and other project works at Paradip Port waters throughout the contract period including extendable period if any.
- (ii) All the required statutory certificates must remain valid throughout the entire period of contract, including extension period, if any.
- (iii) The Horse Power should not be less than 100 HP with a minimum speed of 6 knots and draft should not be more than 1.0m of each boat.
- (iv) Seating arrangement for at least 15 persons and ceiling properly covered with canopy protecting from Sun and Rain or permanent cabin for men and material at each boat.
- (v) Adequate radio communication, all statutory requirements such as Life Saving Appliances, experienced helmsman, Fire Fighting Appliances, etc. as per relevant rules.
- (vi) Good maneuverability and Ample space for transporting of men, material, stores, spares, etc.
- (vii) Suitable arrangements for towing such as Bollards both sides (Port and Stbd) on aft and forward and one Bollard at centre of aft.

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- (viii) The boat shall be used in general for towing pipeline, ancillary crafts etc from. At times the boat may be required to ply the areas specified in the BOQ depending upon requirement.
- 2. The services of the Boats shall be used on 24 hrs basis (Round the clock) as per the instructions of the Master of the dredger /pipe-line-charge/ Project-In- Charge.
- 3. The Boat shall be used for routine services, mooring works, pipeline works, diving works and any other project works in all sea conditions at Paradip Port throughout the contract period and extendable period if any. The time of 24 Hrs engagements of Routine boat and trip timings will be intimated by Project Manager in consultation with the Master of the vessel before commencement of contract. However, the actual requirement of trips and timings may vary depending upon the actual operational requirements of the DCI dredger deployed at Paradip Port.
- 4. Rate quoted shall be inclusive of all Port Dues for plying the boat in Paradip Port waters, Passes for Boat Crew, HSD, Lube oils and all consumable items for the boat operations inclusive of Repairs and maintenance works and all cost towards, engaging men, material etc. complete during the contract period including extension period and bills should be submitted in duplicate, i.e. one original with one copy.

GENERAL CONDITIONS

1. The Tender in main sealed cover containing sealed cover -A and another sealed cover-B super scribed with **“SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT “** will be received on or before 1500 hours on 04-05-2019 by Project-In- Charge , Dredging Corporation of India Limited, Room No.5&6, 1st floor, Trade Centre, Near Hanuman Mandir, Paradip Port- 754142 , Odisha (India), Tel. No. 06722-221161. Late tenders are liable to be rejected summarily.
2. The Tenders for the work will be based on two-cover system. The Financial Bid should contain the Tendered amount and should be submitted in a separate seal Cover super scribed as **“Cover – B “Financial Bid”** of the Tender for **“SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT “**.The financial bid shall not contain anything other than the single sheet of Bill of Quantity duly filled with the competitive rate.
3. The tender and other connected documents put in another Cover A” Technical Bid of the Tender for **“SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT “**.shall accompany the documents as mentioned at Clause No.13 of General Terms and Conditions of the Tender.
4. The main cover and cover A **“Technical Bid”** will be opened at 1530 hours on **04-05-2019** at 1530 Hrs.Project-In- Charge , Dredging Corporation of India Limited, Room No.5&6, 1st floor, Trade Centre, Near Hanuman Mandir, Paradip Port- 754142 , Odisha (India), Tel. No. 06722-221161. The Cover B **“Financial bid”** of those tenderers found technically qualified will be opened on a suitable date, which will be informed later.
5. The tenderer should study the tender documents carefully understand the Special and General Conditions before submission of the tender. He may get himself acquainted with the nature and scope of work and the local conditions before quoting the tender.
6. The tenderer should sign on all the pages of the Tender Documents before submitting his tender. When a tenderer signs a tender in an Indian Language, the rates tendered should also be written in the same language. In case of illiterate tenderers, a witness should attest the rates tendered.

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7. Tenders received without Earnest Money Deposit as specified or with lesser amount EMD and which do not fulfill all or any of the conditions stipulated in the Tender or which are incomplete in any respect are liable to be rejected summarily.
8. Rates quoted by the Tenderer in Bill of Quantities in figures and words shall be carefully filled-in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rate written in words shall be taken as correct. The tenderer should quote for the items as given in the schedule enclosed.
9. Special care shall be taken to write the rates in figures as well as in words, in such a way that no interpretation is possible. In case of figures, words "Rs." should be written before the figures of rupees and words "Paise" should be written at the end, viz. "Rs.2.15 paise". In case of words, the word "Rupees" should precede and the word "paise" should be written at the end, viz. "Rupees two and fifteen paise only". If the rate is in whole rupees, it should be written in figures as "Rs.2.00 Paise" and in words as "Rupees two only".
10. Canvassing in connection with the Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable for outright rejection.
11. Tenders containing uncalled for remarks or any additional /counter conditions are liable to be rejected.
12. The Tenderer, while executing the work shall be responsible for safety of his workmen employed on the boats, the personnel of DCI and third parties carried on board the Mechanized Boats. The Corporation shall not be liable for any damage or compensation arising out of any accident or injury to any workmen or other persons or loss of life in employment of the Tenderer and the Tenderer shall indemnify DCI against all such damages or compensations and against all claims, damages, proceedings, costs, charges and expenses, whatsoever in respect of or relating to this contract.
13. (a)The Tenderers should submit the bid of the tender along with following documents and details superscripting the name of work and date of opening etc., duly addressed to, Project-In- Charge , Dredging Corporation of India Limited, Room No.5&6, 1st floor, Trade Centre, Near Hanuman Mandir, Paradip Port- 754142 , Odisha (India), Tel. No. 06722-221161 in a separate sealed Cover-A:
 - (i) EMD of Rs.30,600.00 (Rupees Thirty thousand six hundred only) by way of Demand Draft/ Bankers cheque or Bank Guarantee (BG) or by way of online payment from any National Commercial bank drawn in favour of Dredging Corporation of India Limited, payable at Visakhapatnam.

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- (ii) Copies of Original Certificates of registration etc., of the boats offered to DCI for including copy of existing Insurance Policies covering the marine hull, machinery of boats and crew and 15 Nos passengers.
- (iii) License for carrying men and material from Local / Port Authorities for plying in Paradip Port. (Valid Plying permission).
- (iv) Copy of clear title of Owner of Boat shall be enclosed. If the Tenderer is not the owner of the Boat, specify the name of owner of the boat and enclose necessary documents in support of authorization given by the owners of Mechanized boat to the Tenderer to offer and operate the Mechanized boat by the Tenderer, in original duly executed on a Stamp Paper & Notarized.
- (v) Duly signed Tender Document excluding Bill of Quantities.
- (vi) Audited Balance Sheet of Company for the last 3 (three) years ending year 31-03-2019.
- (vii) Authorization for the Person signing the Tender documents.
- (viii) Copy of Permanent Account Number (PAN) from concerned authority.
- (ix) Copy of GST Registration Certificate.
- (x) Copy of Registration with Provident Fund Authorities.
- (xi) Information regarding any current litigation in which the tenderer is involved as per Cl.27 under 'General Terms & Conditions'. (Annexure – III)

14 (a) The EMD shall be refunded to the unsuccessful Tenderers without interest, after finalization of the Tenders. The EMD submitted by successful Tenderer shall be converted into part of Performance Security and released after satisfactory completion of entire contract period stipulated in the tender without interest.

(b) If any Tenderer backs out after opening of the Tender or after issue of work order or modify his Tender after opening, the EMD of such Tenderer will be forfeited in favour of the Corporation.

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15. Performance Security

a) Within ten (10) days after the Contractor's receipt of notification of award of the Contract, the Contractor shall furnish Performance Security to the DCI in the amount specified in the work order.

b) A sum equal to 5% of the accepted value of the contract for six months shall be deposited after deduction of EMD amount by the contractor as Performance Security Deposit with DCI as per Performa at Annexure enclosed within 10 days from the receipt of the work order. In case the contract is further extended on monthly basis, a sum equal to 5% of the contract value for balance period of contract shall be deposited within 10 days after receiving a letter of extension of contract from DCI. If contractor wish to give Bank Guarantee for extended period and it shall also be valid till completion of entire work.

c) Alternatively at Contractors option, EMD can be converted as part of the Performance Security Deposit and balance 5% of the accepted value of the contract initial six months shall be deducted from the first month bill.

d) The performance security and EMD will be discharged by the DCI and returned to the Contractor after releasing of full and final bill and no dues/ no claim certificate submitted by the party.

16. Taxes and Duties :

a) All statutory levies, Port dues / charges, licenses etc. for stationing and for plying the Boat/ Launch at Paradip Port shall be borne by the Contractor and the rate is deemed to have included for all the expenses, wages, all Taxes, all local levies etc. applicable and would be applicable during the contract period including extendable period. However the rate quoted shall be inclusive of all Taxes but exclusive of GST, which will be reimbursed to the contractor on production of proof of Tax paid to the Authority.

b) Deduction of Income Tax shall be made from any amount payable to the contractor as per the relevant provisions of the IT act.

17. The Contractor should comply with all labour laws such as Contract Labour (R&A) Act, Minimum Wages Act, Bonus Act, P.F. Act etc. and other Statutory Enactments applicable to this contract and in force. The Contractor should pay minimum wages, bonus, CPF, Medical expenses, OT if any, to the workers engaged by him. The rate quoted are deemed to have been included all the above provisions and no extra claim on this account will be entertained even if there is a change or rise in wages, etc. The Contractor shall indemnify the Corporation against any legal action/proceedings that may be instituted against the Contractor for his failure to comply with the above Acts.

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18. The payment for the boat hire charges for each month will be made within 15 days from the date submission of invoice by the supplier complete in all respects upon by Project-In-Charge, Paradip as indicated in the Price Bid. No cash payment or advance for the work done or any other advance whatsoever will be payable to the contractor.
19. Bids which are inconsistent with the nature of work in the opinion of DCI will be rejected.
20. Income Tax will be recovered as per Income Tax Act and Certificate to that effect will be issued as per rules.
21. Conditional Tenders will be summarily rejected.
22. The Tenders are kept valid for a period of 90 (Ninety) days from the date of opening of Bid.
23. The log-book is to be maintained by the contractor for the boat for payment of services provided to be certified by DCI representative on daily basis and must be submitted along with Final invoice and PF payment and other recoveries of the crew / workers and payment wage slips must be attached to the invoice.
24. The tenderer will have to give a certificate that he is not related to any officer of DCI or any officer of the rank of Asst. Secretary or above in the Ministry of Surface Transport, Government of India. The Tenderer should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. as per format given at **Annexure-I**.
25. 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 PC Act in connection with the bid as per format given at **Annexure-II**.
26. The Tenderer shall disclose any payments made or proposed to be made to any intermediate (agents etc.) in connection with the bid as per format given at **Annexure-II**.
27. The tenderer shall furnish Information regarding any current litigation in which the tenderer is involved as per format given at **Annexure – III**.
28. Tenderers shall quote their rate only in decimal coinage and not in Annas and Paise. Tenders will be opened in the presence of the tenderers or their authorized representatives at Project Office, M/s Dredging Corporation of India Limited, Room No.5&6, 1st floor, Trade centre, Near Hanuman temple, Paradip- 754142 at the time and date specified in the Notice Inviting Tender.

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29. The Tenderer should submit his P.F. Account No. along with this Tender or before commencement of work and he should pay the premium also, failing which DCI shall recover an amount equal to 25.16% of the employee wages i.e., 12% towards Worker Contribution + 12% towards Employer's Contribution + 1.16% towards Administrative charges or as amended from time to time by the P.F. Authorities. Such recovered amount will be directly deposited to DCIL ECPF Trust, Visakhapatnam.
30. DREDGING CORPORATION OF INDIA LIMITED RESERVES THE RIGHT:
 - (a) To cancel or withdraw this enquiry in full or part at any stage without assigning any reasons or whatsoever and no further correspondence will be entertained in this regard,
 - (b) To reject or accept any tender offered irrespective of whether it is lowest/ highest without assigning any reason or whatsoever and no further correspondence will be entertained in this regard.
31. In the event of cancellation of the contract due to delay in commencing the work, the work order issued will be cancelled and the Earnest Money Deposit will be forfeited.
32. In the matter of interpretation of various rules, clauses, specifications, general conditions, the decision of the General Manager (Ops), DCIL shall be final and binding on the Tenderer.
33. In the event of breach of contract by the contractor and/or the contract is cancelled due to default on the part of the contractor and/or the balance of work is awarded to another agency to be carried out at the risk and cost of the contractor committing the breach of contract or default, the Corporation is entailed to withhold any sum due and payable to the contractor towards the sum due as a result of said breach or default.
34. Should any dispute or difference arise between the Corporation and the Contractor in connection with this contract or as to the rights and liabilities of the parties hereto (except where otherwise provided in the contract) shall be referred to arbitration by a Sole Arbitrator, a person to be nominated and appointed by the Chairman and Managing Director, Dredging Corporation of India Limited, Visakhapatnam, and the award of the Sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration and Conciliation Act, 1996. The Arbitrator shall give a reasoned award. It shall be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The Sole Arbitrator is prohibited from awarding any interest in the award either for the pre-reference period or pendentile. The venue for the Arbitration shall be Visakhapatnam and the Courts at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

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35. During inspection of the boat for its suitability for DCI intended works at Paradip Port, the tenderer shall produce original documents of the offered boat such as Boat license from IWT , Odisha , Insurance for Boat, Hull machinery, 15 Nos passengers and crew, Valid plying license from Paradip Port authorities . Failing the boat shall not be inspected and the bid will be cancelled.

36. Upon opening technical bid, in case if the tenderer not submitted their credentials and necessary required documents, 10 days time will be given for submission of documents. In case if the parties are failed to submit within the above specified time, their bill be summarily rejected.

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SPECIAL CONDITIONS AND SPECIFICATIONS

1. The Tenderer shall be deemed to have inspected the site and acquainted himself with the scope of work, sea and weather conditions and other local conditions affecting the supply of boat before submission of Tender. Claim made on account of any variation in conditions and insufficiency of the above data shall not be entertained. The services of the boat shall be used on 24 hrs basis as per the instructions of the Master of the dredger / Project-In- Charge. The monthly bill shall be made on submission of bill duly certified by the Master of the vessel or any authorized DCI representative.
2. Contractor shall be responsible for ensuring supply of boat without any interruption to the routine trip services for DCI Dredger, diving works and other project works etc. During the breakdown of the boat , a substitute boat of capacity equivalent or more shall be arranged at his own cost and shall ensure that there is no interruption in supply of boat for routine services, diving works and other project works, if the breakdown is short period, in such cases breakdown period shall be deducted on pro rata basis for non-availability of boat(s). In case the Tenderer fails to supply a substitute boat, the Corporation without prejudice to rights and other remedies available under the contract reserves the right to get the boat supplied through other Agencies at the risk and cost of the contractor and to deduct the sums from the contractor from his bills or from any amounts due to the contractor. In the event of any dispute arising in this regard, the decision of the Director (O & T), DCI Ltd., Visakhapatnam shall be final and binding on both the parties.
3. On opening of technical bids, at the instructions of DCI and as a part of technical evaluation, the participated tenderers shall arrange for inspection and trails of the boat offered in the tender to the representative of DCI within 03 days of such instructions and produce all certificates such as boat registration certificate, plying license, Insurance, competency and seaworthiness certificates of boat, crew and Ownership document of the boat etc.
4. The successful tenderer shall mobilize the boat to place of work and keep ready for the work within 48 Hrs from the date of issue of Work Order. However, due to any circumstances the boat for which specifications are submitted along with the Tender are not supplied, suitable alternative boat of higher / same specifications/ capacity shall be supplied at no additional cost. No mobilization and de-mobilisation shall be paid for supply of additional/alternative boat.
5. The Contractor shall be informed about the time of supply of the boat 48 hours in advance, and Contractor shall keep the boat ready as required. In case the contractor provides a boat taken on hire or lease, if there is any discontinuation of the boat by the reason of any dispute with the owner, the contractor shall make suitable alternative arrangements so as not to result any disruption of work and the contractor shall be liable for all cost and expenses incurred in this regard. However, payment of hire charges will be eligible only from the actual commencement

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of work towards routine trips, diving and other project works. In case of delay for mobilization of the boat more than 5 days after issuing work order or instructions given by Project Office, LD will be applicable at 1% per day and maximum 10% of the contact value will be charged. In case further delay, DCI may consider termination of the contract and forfeit EMD and Performance guarantee collected.

6. The boat offered by the contractor for hire should be adequately manned with qualified Sarang/ Driver assisted by experienced Kalasis.
7. The period of contract is for six months (180 days) from the date of commencement of work, extendable for another six months (180 days) with same rates, terms and conditions. However, the contract can be curtailed during original period / extended period if any as per discretion of DCI. In case of curtailment of the contract period, the contractor shall be informed of the same in advance by serving a 02days notice of termination. In either case the contractor shall not have any additional claim whatsoever. Contract shall be terminated by giving 7 (Seven) days notice by the Project Office, Paradip, if the services of the contractor are found to be inadequate or unsatisfactory or in violation of the terms/conditions of the contract, without prejudice to its rights and remedies.
8. In the event of temporary suspension due to discontinuation of the project work/ during major break down of DCI dredger etc , the contract shall be suspended temporarily by giving two day notice to the contractor and 3 days notice for commencement of the work.
9. All the running expenses of contractor's Boat, Crew member's wages, HSD Oil and lubricants, repairs, servicing, maintenance etc. shall be entirely to the contractor account. No variation in fuel, labour and material during the currency of will be entertained by DCI.
10. Taxes, if any, port dues, wharfage etc. for the Boat are to be borne by the contractor and he should ensure that valid documents are always available for verification and also he should extend the validity of same in due date during the tenancy of contract excluding service tax
11. The Contractor should obtain necessary permission/ license from Port Authorities for plying the boat in Paradip Port areas / waters and for carrying persons and materials. Necessary support for obtaining entry passes, permissions for boat and crew from Paradip Port will be given by DCI Project Office. The Crew members employed by the Tenderer should also have valid certificate / license as required by Paradip Port / DCI Ltd.
12. The Contractor should ensure that all the Port rules are duly observed and strictly complied with. The Tenderer will be responsible for any loss or damage caused to the Boat and personnel shall indemnify the Corporation and Paradip Port from any claims of such damages.

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13. The Contractor shall take "Insurance" cover for the Boat, Hull, machinery and crew which is qualified and proposed to ply under this contract. To that effect a copy of Insurance Policy is to be submitted to Project Manager, DCIL, Paradip before release of the first monthly bill.
14. In case of major break down of the boat, the contractor shall arrange substitute boat without causing extra charges to DCI and the specification of such boat shall be similar capacity. In case of failure to arrange substitute boat or due to poor performance / frequent break downs, the corporation will resume their right to terminate the contract and take suitable remedial measures at the risk and cost of the contractor.
15. GST will be reimbursed on submission of proof of payment made to the Service Authorities.
16. If any sum be recoverable from the Contractor, the same shall be recovered first from any sum due to the contractor against any current bill of the Contractor and/or from his dues or from any sums payable to the Contractor from other contracts with Corporation and the same shall be paid on demand as debt due to the Corporation.
17. In the event of failure or breach of the contractual obligations, the firm /contractor will be blacklisted and prevented from participating in the future tenders of the corporation for a specified period. The period of blacklisting and manner of black listing can be decided by the competent authority.
18. **Force Majeure :**
 - i) In the event of either party being rendered unable by force majeure conditions to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
 - ii) The term "Force Majeure" as employed shall mean acts of God, earth quake, flood, war, revolt, riot, fire, sabotage, strike (excluding that of Contractor's suppliers or Sub-Contractor's employees) and Hurricane. Time of performance shall be extended by the period of delay, which is directly caused by the force majeure. The decision of the Project Manager, Mumbai on the extension shall be final and binding on the contractor. Upon the occurrence of such cause and upon its ending / termination, the party alleging that they have been rendered unable to perform as aforesaid, shall notify to the other party in writing immediately but not later than 48 (forty eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
 - iii) Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts.

CONTRACTOR

19. Self-propelled boat shall at all times work under the provisions of the Indian Port's Act., the Major Port Trust 's Act and Port Rules and Bye-laws of Paradip Port.
20. In case the boat runs aground or sinks, the owner shall with due dispatch re-float or raise or remove the wreck of boat at his cost, so that the Port Waters are always kept navigable and clear and until the same shall be raised, removed and cleared, the contractor should make arrangements at his cost to mark with buoys during day time and at night display lights and do all such things for the safety of navigation as may be required by Visakhapatnam Port Authorities / Port regulations.
21. The Boat to be supplied for routine services, mooring work, diving works and project works should be wooden/steel hull of not less than 100 HP capacity with a minimum speed of 6 knots and should be shallow draft vessel and should ply in shallow water and should be in good working condition and capable of playing in the Paradip Port waters. The Tenderer shall arrange for inspection and trial run of the boat along with relevant documents by the committee or the nominated representative (s) of DCI at his cost and all other related expenses are to be borne by the Tenderer. The DCI inspection team will inspect offered boat of participated tenderers after opening technical bid. The decision of General Manager (OPS), DCI, Head office Visakhapatnam about the suitability of the boat will be final.
22. All rules and regulations governing the Paradip Port shall be applicable for the Operations carried out within the premises and waters of Paradip Port. The Contactor shall familiarize himself with the same fully.
23. The rate quoted by the Tenderer and accepted by DCI shall remain firm during period of the contract and extendable/ Curtailment period of contract, and requests for enhancement of rates will not be entertained at any stage.
24. In the matter of interpretation of terms and conditions, special conditions etc. covered under various clauses of this contract, the decision of General Manager (OPS), DCI Head Office, and Visakhapatnam shall be final and binding on the Tenderer.
25. In the event of breach of contract by the Contractor and / or the Tender is cancelled due to default on the part of the Contractor, the balance of work to be carried out is awarded to another agency at the risk and cost of the Contractor, the Corporation shall be entitled to withhold any sum due as a result of the said breach or default.
26. Suitable life saving equipment, firefighting equipments and first aid appliance shall be provided in the boat(s) engaged and shall be available for use at all times and no liability shall be accepted by the Corporation for any reasons whatsoever in this regard.

CONTRACTOR

27. The boat Crew shall behave and perform their duties in a decent way without any quarrel since the work site is restricted place. In case any of them is found not suitable, same person shall be replaced as per the directions of Project Manager.
28. In case of requirement additional boat during the contract period, the contractor shall arrange one additional boat with same specifications as per tender with the same rate, terms and conditions within one week.

***** * *****

BILL OF QUANTITIES**PRICE BID**

NAME OF WORK: SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT “.

Item No	Description of work	Unit	Rate/ unit	
			(In figure)	(in words)
1.	Rate for running charges per day of 24 Hrs for Supply, manning and running of one Number wooden hull mechanized boat/launch of not less than 100 HP having a speed of 6 knots for routine services to dredger (s) for transportation of men and material including workshop personnel from shore to dredger(s) and vice versa, pipe line works, diving works and other project works at Paradip Port including Fuel oil, lubes, men and material, port charges, mobilization and demobilization charges and all taxes except GST.	Per day of 24 Hrs. (Round the clock) pro rata there of		

Signature of the Contractor with seal

CONTRACTOR

DATA TO BE FURNISHED BY THE TENDERERS FOR EACH 100HP BOAT

THE WOODEN HULL MECHANISED BOATS OF NOT LESS THAN 100HP WITH MINIMUM SPEED OF 6 KNOTS

Sl.No	Description of item	Details
01.	Name of the Owner	
02.	Builder's name and Address	
03.	Year of built	
04.	Whether steel hull or Wooden hull	
05.	Main dimensions and draft (Draft should not be more than 1.00 Mtr)	
06.	Model & year of manufacture of Engine	
07.	Make of Engine	
08.	Horse Power of Engine	
09.	Speed of boat (As per the tender minimum speed of launch requires 6 knots)	
10.	Particulars of registry of boat and year of registry	
11.	Single screw or twin screw	
12.	a) Carrying capacity of persons b) Carrying capacity of equipment and material	
13.	Communication system held operational condition on board.	
14	a)LSA(Life Saving Appliances) b)FFA (Fire Fighting Appliances)	
15.	Place where the boat(s) is presently available.	

NOTE: If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the boat should be submitted on stamp paper duly Notarized along with Tender.

CONTRACTOR

Bid Form

Date _____

To:

The Dredging Corporation of India
Dredge House, Port Area,
Visakhapatnam – 530 035.

Gentlemen:

Having examined the bidding documents including Addenda NOs *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT “.**

in conformity with the said bidding documents for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices submitted as a Price Bid and made part of this Bid. We undertake, if our Bid is accepted, to provide the services in accordance with the schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents. We agree to abide by this Bid for the Bid Validity Period specified in the document and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive. We certify/confirm that we comply with the eligibility requirements as specified in the bidding documents.

Dated this _____ day of _____ 2019_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

CONTRACTOR

PROFORMA

Date:

To
The Project-In- Charge ,
M/s Dredging Corporation of India Ltd.,
Room No.5&6, 1st Floor,
Trade Centre, Hanuman mandir Area,
Paradip -754142
Odisha (India)

Sir,

Sub: Tender for **“SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT “**:- reg

A. With reference to your Tender No. PDP/OPS/CD/Routine Boat/ 2019/ Date: XX-XX-2019 and as per Cl. No.24 under ‘General Conditions’, 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, Government of India are given below:

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

Thanking you,

Yours faithfully,

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

CONTRACTOR

PROFORMA

Date:

To
To
The Project-In- Charge ,
M/s Dredging Corporation of India Ltd.,
Room No.5&6, 1st Floor,
Trade Centre, Hanuman mandir Area,
Paradip -754142
Odisha (India)

Sir,

Sub: Tender for **“SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT “.- reg**

- A. With reference to your Tender No. PDP/OPS/CD/Routine Boat/ 2019/ Date: XX-XX-2019 and as per Cl. No.25 under ‘General Conditions’, 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.26 under ‘General Conditions’, 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,

CONTRACTOR

PROFORMA

Date:

To
To
The Project-In- Charge,
M/s Dredging Corporation of India Ltd.,
Room No.5&6, 1st Floor,
Trade Centre, Hanuman mandir Area,
Paradip -754142
Odisha (India)

Sir,

Sub: Tender for **“SUPPLY, MANNING AND RUNNING OF ONE NUMBER WOODEN HULL MECHANISED BOAT/ LAUNCH OF NOT LESS THAN 100 HP FOR ROUTINE SERVICES TO THE DREDGER (S) FOR TRANSPORTATION OF MEN AND MATERIAL INCLUDING WORKSHOP PERSONNEL FROM SHORE TO DREDGER(S) AND VICE VERSA, PIPE LINE WORKS, DIVING WORKS AND OTHER PROJECT WORKS AT PARADIP PORT “.** - reg

A. With reference to your Tender No. PDP/OPS/CD/Routine Boat/ 2019/ Date: XX-XX-2019 and as per Cl. No.27 under ‘General Conditions’, we hereby certify that, we do not have any current litigation with any party/ firms.

‘or’

B. We hereby 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.*

CONTRACTOR

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To
To
The Project-In- Charge ,
M/s Dredging Corporation of India Ltd.,
Room No.5&6, 1st Floor,
Trade Centre, Hanuman mandir Area,
Paradip -754142
Odisha (India)

WHERE AS _____ (hereinafter) called “the Tenderer” has submitted its tender datedfor the execution of (name of work) (hereinafter called “the Tender”) in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam – 530 001 hereinafter called the “CORPORATION”.

KNOW ALL MEN by these presents that we, (Bankers full address)

(Hereinafter called “the Bank” is 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 presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
 - (a) during the period of Tender validity specified in the Tender,
 - or,
 - (b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to execute the Agreement, if required or
3. Commence the work as per the Letter of Intent or Word Order

CONTRACTOR

We undertake to pay to the Corporation up-to the above amount upon receipt of his first written demand, without the Corporation having to substantiate his demand, provided that in his demand the Corporation will note that the amount claimed by him is due to him owing to the occurrence of one or both of the 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 up to 60 days from the date of opening 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 the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of2019

For

.....
(Indicate Name of the Bank)

4. FORM OF CONTRACT AGREEMENT

This agreement made this _____ day of _____ BETWEEN the _____, a body corporate under _____ having its registered office at _____ (Hereinafter called "the Employer", "which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the One Part AND

(name and address of the CONTRACTOR if any individual and of all partners if a Partnership with all their addresses) (Hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the Other Part.

WHERE AS the "Employer" is desirous of _____

_____ and the Contractor has offered to _____

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - The Contract Agreement
 - The work order
 - The Tender submitted by the Contractor
 - General Conditions
 - Special conditions of contract

CONTRACTOR

- Specification for the Works
- Price Bid
- Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).

3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.

4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. _____ (Rupees _____) at the times and in the manner prescribed by the Contract.

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

Signed and sealed by:

CONTRACTOR

Signature	:	Signature	:
Name	:	Name	:
Designation	:	Designation	:
Seal	:	Seal	:

In the presence of

Witness

a)	Signature:	Signature:
	Name & Address:	Name & Address:

CONTRACTOR

FORM OF BANK GUARANTEE BOND
(IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.

Date

To

Dredging Corporation of India Limited

.....

.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI – 110 091, India (herein after called the “DCI”) having agreed to exempt M/s having its Registered Office at(herein after called the said “Contractor” from the demand under the terms and conditions of an Agreement / Contract / Work Order datedmade between DCI and Contractor for(herein after called the said “Agreement”), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for

..... only), we

(Hereinafter referred (indicate the name of the Bank) to as “the Bank” at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We,

(Indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the

CONTRACTOR

amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (say) only).

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

4. We 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 Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on, we shall be discharged from all liability under this guarantee thereafter.

5. We, further agree
(Indicate name of the Bank)

that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor and to

CONTRACTOR

forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

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

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

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

Dated theday of2019.

CONTRACTOR