

Ref: DCI/HR/06/B/13/2019/

Date: 28/08/2019.

To

NOTICE INVITING TENDER

Dear Sirs

Open Tenders are invited from all parties including registered parties with DCI for providing dis-infestation and Rodent Treatment at DCI AOB, initially for a period 2 years extendable for another one year on the same rates, terms and conditions. The tenderers should have at least 3 years experience in the relevant field.

You are requested to obtain the tender documents from the under signed from 28.08.2019 to 13.09.2019 upto 15:00 hours, by paying an amount of Rs.250/- + GST towards the cost of tender documents. The amount may be paid by through online in favour of Dredging Corporation of India Limited payable at Visakhapatnam.

The interested registered parties may also down load the tender documents from our web site www.dredge-india.com and www.dcitendersonline.com. However the cost of tender documents is to be remitted through online and proof submitted along with the tender.

Thanking you,

Yours faithfully,
FOR DREDGING CORPN. OF INDIA LIMITED,

MANAGER (HR) (SE)

To

Dear Sirs,

Open Tenders are invited from established and experienced Agencies in providing dis-infestation and Rodent control Treatment, at DCI AOB, CSC, other premises at Visakhapatnam, initially for a period of two years and extendable for another one year on the same rates, terms & conditions.

Section-I	: Tender
Section-II	: Scope of Work
Section-III	: General & Special Conditions
Section-IV	: Technical Specifications
Section-V	: Technical Bid
Section-VI	: Price Bid (Bill of Quantities)

02. Tenderers are requested to go through the tender documents in detail, before filling up the tender documents, enclosing relevant supporting documents.

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

04. Tenderers are requested to submit their Technical Bid and Price Bid in two separate sealed and both the Technical Bid cover and Price Bid cover shall be put in another sealed cover duly indication on the tender cover as “ **Providing dis-infestation and Rodent control treatment**” at Dredging Corporation of India Ltd., Visakhapatnam - Tender No. DCI/HR/06/G/18/2019 dated.28.08.2019, and submit their tender on or before 1500 hrs. on 13.09.2019.

05. The Technical Bid cover shall contain the Tender documents viz., Section-I,II,III,IV, V, along with Annexure –I,II etc., if any, duly signed on all pages by the tenderer together with UTR Nos as proof of online remittance of cost of tender documents and EMD (if paid through online). In case EMD is submitted through bank Guarantee, original BG should be enclosed with the Technical Bid duly signed on all pages by the tenderer together with EMD. The Price Bid cover should contain **(Section –VI- Price Bid-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. The details of online remittance of EMD and cost of tender document along with tender reference No._____ should be emailed to treasury@dcil.co.in and confirmation should be obtained from treasury@dcil.co.in.

06. The Tenders will be **opened on 13.09.2019 at 1530 hrs.** in presence of such Tenderers / their Authorized representatives who are present at that time.

Thanking you,

Yours faithfully,
For DREDGING CORPORATION OF INDIA LIMITED

Encl: As above

MANAGER (HR)(SE)

SECTION – I
TENDER

M/s. Dredging Corporation of India Limited is desirous to enter in to Job contract for providing Dis-infestation and Rodent control treatment at DCI AOB, CSC, other premises, initially for Two years, extendable for another one year on the same rates, terms and conditions. The details with regard to period of contract, Security Deposit etc., are as indicated in the following Memorandum:-

MEMORANDUM

- i) Name of Work : Providing dis-infestation and Rodent control Treatment, at DCI AOB, CSC and other premises Canteen, Residences of MD/Directors etc.
- ii) EMD : Rs.8,200/- (Rupees Eight Thousand Two Hundred Only)
- iii) Tender Document Cost : Rs.250/- + GST (Non-refundable)
- iv) Security Deposit submitted : 5% on L-1 tender value for two years to deposited by L-1 party before placing work order. In case of I year Extension again Security Deposit will have to be paid by the Contractor for one year before issuance of the extension order.
- v) Period of contract : Initially for Two years, extendable for one more year, on the same rates, terms and conditions.
- vi) Issue of Tender Documents : **From .28.08.2019 to 13.09.2019 during office hours**
- vii) Last date for Receipt of Tenders : up to 1500 hrs. on 13.09.2019.
- viii) Date & Time of Opening of Tender : **at 1530 hrs. on 13.09.2019.**
- ix) The payment of EMD shall be through online/Bank Guarantee. The payment of cost of tender document shall be through online only. In case of online payments the same are to be credited in the following current account of DCIL:-

Name: **Syndicate Bank**

Current Account No: **35833070000014**

Branch Name: **DCI Branch**

IFSC. No: **SYNB0003583**

- x) In case of Bank Guarantee, for EMD the same shall be valid for a period of 120 days. In case of Bank Guarantee for security deposit the same shall be valid for a period of 2 years and extendable by 1 more year.

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and conditions and other provisions contained in the tender documents viz., Tender (Section-I), Scope of Work (Section-II), General & Special Conditions (Section-III), Technical Specifications (Section-IV), Technical Bid (Section-V), Price Bid (Bill of quantities)(Section-VI), which have

been read by 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 Security Deposit available with the Dredging Corporation of India Limited, or its successors and to pay the DCI or its successors on demand as debt due any amount required to meet the extra cost of carrying out the work over and above Security Deposit furnished by me/us.

03. The UTR Nos towards payment of cost of tender document and EMD are_____ dated_____ and_____ dated _____ respectively. The same are enclosed

Or

UTR No._____ dated_____ towards cost of tender document and Bank Guarantee bearing No._____ dated_____ executed in favour of M/s. Dredging Corporation of India Ltd., for Rs._____(Rupees _____ only) towards EMD is hereby enclosed.

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

Signature of the Tenderer with Seal

Date_____ day of 2019

Signature of the Witness
to the Contractor's
Signature

Witness:
Address:
Occupation:

SIGNATURE OF THE TENDERER WITH SEAL

SECTION - II
SCOPE OF WORK

Providing of dis-infestation and Rodent Control Treatment Services at DCI AOB (Ground Floor + 5 Storeys, Central Stores Complex (2 storeys) consisting of CSC, Record Room, Recreation Hall, Canteen premises, Soil Investigation Lab., twice in a month, by using Termite control materials of Chlorophyripas 20% EC, Imidacloprid 30.5 SC, Rodent Control material of Bromdiolone 0.005% cake/gum pads, Pest- Seal Dis-infestation materials, for Cockroaches/silver fishes/ Ants -Deltamithrin-2.5% flow/Cyflothrin/Gel Bayer/Century

SIGNATURE OF THE TENDERER WITH SEAL

SECTION-III

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1. Tenderers shall submit their Tender in a sealed cover duly indicating on the tender cover as “Providing of Dis-infestation and Rodent control treatment” at Dredging Corporation India Ltd., Visakhapatnam Tender No.DCI/HR/06/G/18/2019 dated. 28.08.2019 and submit their tender on or before 1500 hrs. on 13.09.2019.
2. The Technical Bid cover shall contain the Tender documents viz., Section-I, II,III,IV,V, and along with Annexure-I,II etc., if any duly signed on all pages by the tenderer together with UTR Nos as proof of online remittance of cost of tender documents and EMD (if paid through online). In case EMD is submitted through bank Guarantee, original BG should be enclosed with the Technical Bid duly signed on all pages by the tenderer together with EMD. The Price Bid cover should contain **(Section-VI- Price Bid 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. The details of online remittance of EMD and cost of tender document along with tender reference No._____ should be emailed to treasury@dcil.co.in and confirmation should be obtained from treasury@dcil.co.in.
3. The sealed tender completed in all respects along with prescribed **Earnest Money Deposit of Rs.8,200/-** may either be submitted by post before the stipulated time i.e.13.09.2019 or the same may be dropped in the tender box placed at G.S. Section of HR Department, West Wing,2nd Floor, “Dredge House” Port Area, Visakhapatnam – 530 001. In case the tenders are sent by post, DCI will not be responsible for any postal delays. Tenders received after specified time and date will not be accepted. Unsealed tenders will be summarily rejected.
4. The sealed tenders will be opened at 1530 hours on 13.09.2019 in presence of such tenderers / their 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 columns would be properly filled in. No column would be left blank. Alterations, if any, not authenticated with attestation may result in the rejection of the tender.
8. 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.
9. Special care should be taken to write the ‘rates’ in figures as well as in words and the ‘amounts’ in figures only, 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 word ‘Ps.’ would be written before the figures of Rupees and word rupees after decimal figures viz., Rs.2.15 Ps and in the case of words, the word Rupees should precede and the word 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.

SIGNATURE OF THE TENDERER WITH SEAL

10. The rate shall be quoted in decimal coinage and shall be noted in words and figures. The amount for each item would be worked out and the requisite total given.
11. 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
12. 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.
13. The tenderer should sign on all pages of the tender documents including Bill of Quantities attached with the tender while tendering for the work.
14. When a tenderer signs a tender in an Indian Language, the rates and the total amount tendered would also be written in the same language. In the case of illiterate contractors, the rates or the amounts tendered would be attested by witness.
15. The tender should be valid for a period of 90 days (ninety) days from the date of opening.
16. DCI reserves the right to cancel/withdraw the tender at any stage without assigning any reason. Conditional tenders and additional conditions of the tenderer will not be considered.
17. In the event of any breach of contract on the part of the contractor, the Corporation reserves the right to forfeit the entire security deposit amount. Corporation also reserves the right to get the balance work executed by some other sources at the risk and cost of the Contractor.
18. If as a result of any post audit, any amount is found to be recoverable from the tenderer, the same shall 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.
19. All claims of the Dredging Corporation of India Limited against this contract or any other transactions whatsoever shall be recovered from the amounts due to the tenderer under this account.
20. All liabilities such as compensation under Employee Compensation Act, PF Act and other regulations of the Govt. prevailing and as amended from time to time shall be to the tenderer's account and the tenderer must infjnity certificate indemnifying the DCI against such liabilities.
21. 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 thecontract at one month's 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 contractor will not have any claim for compensation or otherwise on this account.
22. The tender is non transferable and if transferred, it is liable for rejection.

SIGNATURE OF THE TENDERER WITH SEAL

23. **ARBITRATION:** In case of dispute between DCI and Private Party for contract up to Rs.10 Crores the issue will be referred to Director (Operations & Technical), Dredging Corporation of India Limited and the decision of the Director (Operations & Technical) shall be final, conclusive and binding on all the parties to the contract upon all question relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Director (Operations & Technical).

Any dispute or difference arise between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties here to, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole Arbitrator, a person to be nominated and appointed by Managing Director, DCI, 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 and it shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

24. The tenderer shall furnish a certificate that he is not related to any officer of Dredging Corporation of India Limited. 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. Performa of declaration attached(**Annexure-I**).
25. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing shall be liable for rejection.
26. Tenders which do not fulfill all or any of the above conditions or incomplete in any respect, are liable for summary rejection.
27. If tenderer fails to complete the work, DCI reserves the right to execute the work from the other sources at the risk and cost of the tenderer and SD submitted will be forfeited.
28. The Security Deposit amount will be returned after satisfactory completion of the contract..
29. The Tenderer will study all conditions of tender, site conditions, local conditions and regulations, rules with regard to labour, materials etc., which has a bearing on their bid and the rates quoted, will be deemed to cover all such requirements and contingencies
30. The tenderer should have at least **3 years'** experience in providing pest control services to Govt. organizations / reputed firms.
31. The bidders 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

SIGNATURE OF THE TENDERER WITH SEAL

have not committed any offence under the Prevention of Corruption Act in connection with the bid(**Annexure-II**).

32. The bidders shall disclose any payments made or proposed to made to any intermediaries (agents etc.) in connection with the bid.
33. The tenderer should have at least 03 years experience in dis- infestation and Robent Treatment.
34. Experience of having successfully completed similar works during the last 03 years ending 31.03.2019
 - i) The tenderer should have carried out three similar completed works, costing not less than the amount equal to Rs.1,64,000/-.
 - Or
 - ii) The tenderer should have carried out two similar completed work\ costing not less than the amount equal to Rs.2,05,000/-.
 - Or
 - iii) The tenderer should have carried out one similar completed work, costing not less than the amount equal to Rs.3,30,000/-
35. The tenderer should have average annual turnover of Rs.1,23,000/- minimum during the last 3 years ending March, 2019.

NOTE: The expression “similar works” means who is having experience in Dis-infestation and Rodent Treatment” to the Govt. Organizations/PSUs/Private Sectors, etc.,

SIGNATURE OF THE TENDERER WITH SEAL

SECTION-IV
TECHNICAL SPECIFICATIONS

1. This service contract shall be valid initially for a period of (2) two years and the same may be extended for a period of further (1) one year on the same rates, terms and conditions.
2. Extension of the service contract beyond two years will be considered by the Corporation, for one more year, subject to submission of an application in writing 6 months before the expiry of the existing contract and upon the satisfactory performance and fulfillment of the terms and conditions. In the event of extension of the contract, the tenderer will provide the services, as per the same terms and conditions. The Tender will make additional Security Deposit for the one year extension period before insurance of the extension order.
3. If the performance of the Agency is/are not satisfactory, the tenderer will be notified in writing of the poor performance and in case, the tenderer fails to improve the performance in providing the dis-infestation and rodent control treatment to the satisfaction of DCI Ltd., Visakhapatnam, the Corporation reserves the right to cancel the contract immediately after expiry of notice period and Security Deposit will be forfeited.
4. Running Account Bill shall be paid once in month on submission of the bill with supporting documents, duly certified by the authorized representative of the Corporation.
5. The dis-infestation and rodent control treatment shall be done twice in a month (fortnightly). In case of any emergencies the Agency shall arrange the dis-infestation treatment to the satisfaction of the Corporation.
6. Income tax/other taxes, which are statutory as applicable will be deducted from the bills.
7. GST, if any for rendering this service on account of Contract with DCI will be reimbursed on submission of proof of payment to the Govt. Agencies on account of Contract with DCI.
8. Except the agreed rate for dis-infestation and rodent control treatment, no other charges whatsoever shall be paid by the Corporation.
9. The employees of Agency should be advised / instructed to behave politely with the officers / staff while discharging their duties.
10. Any revision of rates after opening of the Tender shall not be accepted.
11. After issue of Work Order the successful tenderer should commence the work within 15 days, failing which the Corporation reserves the right to obtain the same services from other sources at the risk and cost of the tenderer and the Security Deposit submitted by the party will be forfeited
12. The rates quoted shall be inclusive of all charges such as cost of dis-infestation liquids, chemicals / related materials and labour charges etc., and the rates should be quoted in the Bill of Quantities (Annexure-VI) enclosed.
14. The contract may be terminated at the discretion of the Corporation by giving one month's notice and the contract may also be suspended for intermittent periods depending on the exigencies of work requirements.

SIGNATURE OF THE TENDERER WITH SEAL

SECTION-V
TECHINAL BID

1. Name & Full address of the Firm with Telephone/Fax Nos. :
2. Name of the contact person :
3. Firm's Registration Certificate No. & Date :
4. Details of experience (attach proof) :
5. Please furnish an undertaking that the "Price Bid Cover" (Section VI) does not contain any counter conditions :
6. Whether letters as per proforma duly signed and attached in the Tender :
7. Whether all pages of Tender Schedule signed by the Tenderer :
8. Tenderer should have experience having Successful completed similar type of works during

Last 03 years ending 31.03.2019. Furnish the following information:

Sl.No	Nature of work	Period of work		Organization if any	Remarks (Attach supporting documents)	
		From	To			
9	Average Annual Financial Turn Over for the last 3 years					
	2016-2017					Rs.
	2017-2018					Rs.
	2018-2019					Rs.
	(Attach copies of Profit & Loss account duly certified by Auditor/Auditor's Certified)					

SIGNATURE OF THE TENDERER WITH SEAL

10. PAN Number :

11. E Banking A/c No. and other bank details for

Account Number :

Name of the Bank :

Name of the Branch :

IFSC code of the Branch :

Online payment of bills :

12. GST/TIN Registration Number :

SIGNATURE OF THE TENDERER WITH

SEAL

Place:

Date:

SECTION – VI

PRICE BID (BILL OF QUANTITIES)

Description		Rate /Month
Providing of dis-infestation and Rodent Control Treatment Services at DCI AOB (Ground Floor + 5 Storeyes), Central Stores Complex (2 Storeyed consisting of CSC, Record Room, Recreation Hall, Canteen premises, Soil Investigation Laboratory etc., twice in a month inclusive of cost of dis-infestation Liquids/Chemicals/ Other related materials and labour charges etc.,		Rs. _____ (Rupees _____ only)
GST@18%		
Chemicals to be used	CHLOROPHYRIPAS 20% EC, Imidacloprid 3.05 SC	
Rodent Control	Bromodiolone 0.005% cake/Gum pads	
Dis-infestation	PEST-SEAL and for Cockroaches/Silver Fish/Ants: eltamithrin 2.5%Flow, Cyflothrin GelBayeCentury	

The rate quoted must be inclusive of all costs as mentioned above.

SIGNATURE OF THE TENDERER WITH SEAL

Place:

Date:

ANNEXURE-I

PROFORMA

Dated. . 2019.

To

M/s. Dredging Corporation of India Ltd.,
“Dredge House”, Port Area,
Visakhapatnam – 530 001.

Sir,

Sub: Tender for Providing dis–infestation and Rodent control treatment at DCI
AOB,CSC
and other premises - Reg.

With reference to your Tender No. DCI/HR/06/G/18/2019 dated 28.08.2019 and as
per Cl.No.24 of General & Special Conditions of Contract, we hereby certify that, we are not
related to any Officer of Dredging Corporation of India Ltd., and also certify that we do not
have any relatives employed in the Dredging Corporation of India Ltd.,

OR

We hereby certify that the employees or Dredging Corporation of India Limited and
related to as

Sl.No.	Name	Designation	B.No	Relationship with Tenders
(i)				
(ii)				

Thanking you,

Yours faithfully,

ANNEXURE-II

PROFORMA

Date. . .2019.

To

M/s. Dredging Corporation of India Ltd.,
“Dredge House” Port Area,
VISAKHAPATNAM-530 001.

Sir,

Sub: Tender for providing dis-infestation and Rodent Control Port Area, Visakhapatnam.

With reference to your Tender No.DCI/HR/06/G/18/2019,dated.28.08.2019 and as per Cl.No. 31 of General & Special Conditions of Contract, we hereby certify 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 have not committed any offence under the Prevention of Corruption Act in connection with the bid.

Thanking you,

Yours faithfully,

PROFORMA OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT.

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

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act 1956 and having its Registered Office at Core-2, 1st Floor, SCOPE MINAR, Plot No.2A & 2B, Laxmi Nagar District Centre, Delhi-110091 (hereinafter called the "DCI" having agreed to exempt M/s. _____ (indicate Name & Full Address of the Tenderer) (here in after called the said "Tenderer") from payment under the terms and conditions of the tender dated _____ No. _____ made between the DCI and the Tender for

_____ (herein after called the said "Tender") of Earnest Money Deposit in cash for the due fulfilment by the said Tenderer of the terms and conditions contained in the said Tender on production of a _____ Bank _____ Guarantee for Rs. _____ (Rupees _____ only).

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

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

3. We undertake to pay to the DCI any money so demanded not withstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said Tenderer shall have no claim against us for making such payment.

4.

We _____

(Indicate the name of Bank)

further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender and that it shall continue to be enforceable till all the dues of the DCI under or by virtue of the said Tender have been fully paid and

its claim satisfied or discharged or till the DCI certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tender and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liability under this Guarantee thereafter

5. We _____ (indicate the name of Bank) further agree that the DCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7.

We _____

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

Date the _____ day of _____ 2019

For _____
(Indicate the name of Bank)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT)

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER WORTH OF RS.100/-)

To,

The Dredging Corporation of India Ltd.,

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 DREDGING CORPORATION OF INDIA LIMITED, _____(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 up to 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.

Not with standing anything here in contained our liability under this guarantee is limited to Rs. _____ (Rupees _____ only) and will remain in force up to 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