

DREDGING CORPORATION OF INDIA LIMITED
VISAKHAPATNAM

Tender. No.DCI/HR/06/Xerox/AMC/2019/

Date: 22.08.2019

NOTICE INVITING TENDERS

Sealed Tenders are invited from the authorized Xerox Machines Manufacturer/Agency/Supplier towards Annual Maintenance Contract (AMC) for Canon Xerox Machines at our DCI AOB, Visakhapatnam.

All interested authorized Xerox Machines Manufacturer/agency/supplier, therefore, requested to submit their sealed quotations in a sealed cover to the undersigned on or before 1500 hrs of 06.09.2019. The bid must be superscripted as **“Quotation for Annual Maintenance Contract for Canon Xerox Copier Machines”**.

Interested Xerox Agencies may obtain tender documents from the following websites on all working days **from 22.08.2019 to 06.09.2019 up to 15.00 hrs**

For further details please visit our web site www.dredge-india.com and www.eprocure.gov.in.

M (HR) (SE)

Ref:DCI/HR/06/Xerox/AMC/2019

Date. 22.08.2019

To,

Dear Sirs,

Sealed tenders are invited from established and experienced authorized Xerox Machines Manufacturer/Agency/Supplier towards Annual Maintenance Contract (AMC) for Canon Xerox Machines of M/s Dredging Corporation of India Limited, in two bid system i.e., Technical & Price Bids, for empanelment, for a period of two years and extendable for third year.

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

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 covers and both the Technical Bid cover and Price Bid cover shall be put in another sealed cover duly indicating on the tender cover as “AMC for Canon Xerox Copier Machines” – Tender No.DCI/HR/06/Xerox/AMC/2019 dated.22.08.2019 and submitted on or before 1500 hrs on 06.09.2019.

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 Technical Bids will be opened on 06.09.2019 at 1530 hrs.** in the presence of such Tenderers/their Authorized representatives who are present at that time.

Yours faithfully,
For DREDGING CORPORATION OF INDIA LIMITED

M (HR) (SE)

Encl: As above

SECTION-I**TENDER**

M/s.Dredging Corporation of India Limited (A Government of India Undertaking), Visakhapatnam is desirous to avail the services of reputed, established and experienced authorized Xerox Machines Manufacturer/Agency/Supplier towards Annual Maintenance Contract (AMC) for Canon Xerox Machines of M/s. Dredging Corporation of India Limited, Visakhapatnam, on as and when required basis, by floating tenders in two bid system i.e. Technical & Price Bid, the contract will be initially for two years and extendable for third year on the same rates, terms and conditions. The details with regard to EMD, Security Deposit, Period of Contract, etc., are as indicated in the following Memorandum:-

MEMORANDUM

- i) Name of Work :Annual Maintenance Contract (AMC) for Xerox Machines of DCI AOB at Head Office.
- ii) Tender Documents Cost :Rs.1,050/- (Non Refundable)
- iii) E.M.D :Rs.5,500/- (Rupees Five Thousand Five Hundred Only)
- iv) Security Deposit : 5% on L-1 tender value for two years to be submitted by L-1 party before placing work order.
- v) Period of Contract :Initially for two years and extendable for third year on the same Rates, terms and conditions.
- vi) **Issue of Tender Documents:From: 22.08.2019 to 06.09.2019 up to 1500hrs.**
- vii) Last date of Receipt of Tenders: Up to 1500 hrs. on 06.09.2019
- viii) Date & Time of Opening :at 1530 hrs on 06.09..2019 of Technical Bids.
- ix) The payment of EMD shall be through online only /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 the same shall be valid for a period of 120 days.

SIGNATURE OF THE TENDERER WITH SEAL

02. 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.

04. 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
(at the time of submission
of tender) with seal

Date _____
day of
2019

Signature of the Witness
To the Contractor's
Signature

Witness:
Address:

Occupation:

**SIGNATURE OF THE
COMPETENT AUTHORITY OF DCI**

SIGNATURE OF THE TENDERER WITH SEAL

SECTION – II
SCOPE OF WORK

- i) The company Engineer/Service Person shall have to visit at least one preventive maintenance visit every month at our site for precautionary examination of the photocopier machine during the AMC period on office working day. And will sign in the log-book, maintain in the machine installed section.
- ii) In case of need/problem/defects in the Photocopier Machine, the service engineers shall have to visit this Corporation on call basis as and when required. The DOWNTIME/REPAIR of the Photocopier Machine, in any case, should not exceed 02 working days or 36 hours, whichever is earlier. The problem/defects must be rectified within the stipulated time.
- iii) All spare parts like Toner, Drum Kit, Fuser Kit, Lamps, PCB, Power Supply Unit, Unit Gears, Roller Bush and Laser Unit etc. (Original spare parts Canon only) would be replaced by the Tenderer Free of cost during the AMC period.
- iv) Service and maintain the machine and without any additional charge, keep the machine in good working condition. Description of the Machine is given hereunder. Rates must be quoted in Annexure 02 in figure and words in the prescribed format.

CANON XEROX MACHINES LOCATIONS AT OUR AOB

Sl. No	Floor	Department	Location	Model No.	Machine No	Mode of Colour	Date of Installation
1	1 st	JO (F)(Estt)	East wing	IR 2425	FRZ82385	B & W	12.08.2013
2		M (Fin)	West wing	IR4225	RKX01200	B & W	23.04.2015
3		CS	North Wing	IRC3525	XYP00770	Multi-Colour	11.02.2019
4	2 nd	MD Sect.	East wing	IR2002N	QXS19641	B & W	24.09.2012
5		HR (GS)	West wing	IR4025	HSC01659	B & W	16.05.2013
6		HR (FS)	South wing	IR4025	HSC02903	B & W	18.09.2013
7	3 rd	MAT	East wing	IR2525	FRZ81545	B & W	16.05.2013
8		GM (T)	West wing	IR2520	FQU35150	B & W	14.06.2012
9		GM (HSE)	North wing	IR3245	DHNO1448	B & W	19.06.2010
10		GM (ID)	South wing	IR2420L	HWJ10882	B & W	24.09.2012
11	4 th	GM (OPS)	East wing	IR4225	QYX00980	B & W	20.11.2014
12		Marketing	West wing	IRC2020H	FAN 12174	Multi-Colour	24.09.2012
13		Vigilance	North wing	IR2520	FQU35167	B & W	14.06.2012
14		IT Dept.	South wing	IR2002N	QXS11544	B & W	29.10.2015
15	CSC	CSC	CSC	IR 2420L	HWJ 10866	B / W	24.09.2012

SIGNATURE OF THE TENDERER WITH SEAL

SECTION –III**GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

1. Tenderers shall submit their Technical Bid and Price Bid in two separate sealed covers and both the Technical Bid cover and Price Bid cover shall be put in another sealed cover duly indicating on the tender cover as “AMC for Canon Xerox Copier Machines” – Tender No. DCI/HR/06/Xerox/AMC/2019 dated 22.08.2019” and submit their tender on or before 1500 hrs. on 06.09.2019.
2. 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. Submission of tenders both Technical & Price Bid papers in single cover is liable for rejection.
3. The sealed tender completed in all respects along with prescribed **Earnest Money Deposit of Rs.5,500/-** may either be submitted by post before the stipulated time i.e.06.09.2019 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 tenders will be opened at 1530 hours on 06.09.2019 in the 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.

SIGNATURE OF THE TENDERER WITH SEAL

7. The EMD will be submitted by the parties through online. In case the amount of EMD is more than Rs.10,000/- tenderers may submit B.G. from any Scheduled Commercial Bank, as per attached proforma.
8. Towards Security Deposit for the due fulfillment of the contract, amount as stated in memorandum will have to be deposited by the lowest (L-1) tenderer before award of the work. The EMD will be treated/converted as part of the Security Deposit. In case of extension of the contract beyond two years the Security Deposit amount @ 5% of the yearly contract value is to be deposited before releasing of extension work order for the third year.
9. All tenders must be absolutely clear, failing which the same will not be considered.
10. All columns would be properly and legible filled in. No column would be left blank. Any correction in the rates etc. would be duly attested by the tenderer. Alterations, if any, not authenticated with attestation may result in the rejection of the tender.
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 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 words Rs. would be written before the figures of Rupees and words Ps. after decimal figures viz., Rs.2.15 Ps. And in the case of words, the word Rupees should precede and the words paisa 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. 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.
15. 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.
16. The tenderer should sign on all pages of the tender documents including schedule attached with the tender while tendering for the work.
17. 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.
18. GST as applicable will be paid on production of documentary proof.

SIGNATURE OF THE TENDERER WITH SEAL

19. The tender should be valid for a period of 90 (ninety) days from the date of opening.
20. 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.
21. 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 Contract.
22. 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.
23. All liabilities such as compensation under Employees Compensation Act, PF Act and other regulations of the Govt. prevailing and as amended from time to time will be to the tenderers account and the tenderer must indemnify the DCI against such liabilities.
24. 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 contractor will not have any claim for compensation or otherwise on this account.

25.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

SIGNATURE OF THE TENDERER WITH SEAL

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.

26.The tenderer will 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. Proforma of declaration attached.**(Annexure – I)**

27. 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 Prevention of Corruption Act in connection with the Bid **(Annexure – II)**

28.The tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with Bid **(Annexure –II)**

29.Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.

30.Tenders which do not fulfill all / any of the above conditions or incomplete in any respect, are liable for summary rejection.

31.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 EMD/SD submitted will be forfeited.

32.The Security Deposit amount will be returned after satisfactory completion of the contract. During the above period, the tenderer will rectify, defects, if any found at his cost.

33.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.

34.Bidder shall have valid authorization certificate from OEM (Original Equipment Manufacturer).

35.The tenderer should have at least 05years' experience in Xerox Machines AMC.

SIGNATURE OF THE TENDERER WITH SEAL

36. Experience of having successfully completed similar works during the last 5 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.2.20 lakhs each.

Or

ii) The tenderer should have carried out two similar completed works, costing not less than the amount equal to Rs.2.75 lakhs each.

Or

iii) The tenderer should have carried out one similar completed work, costing not less than the amount equal to Rs.4.40 lakhs.

37. The tenderer should have average annual turnover of Rs.1.65 lakhs minimum during the last 3 years ending March, 2019

NOTE: The expression “similar works” means who is having experience in Annual Maintenance Contract (AMC) for “Canon Xerox Machines” to the Govt. Organizations/PSUs/Private Sectors, etc.,

SIGNATURE OF THE TENDERER WITH SEAL

SECTION-IV**TECHNICAL SPECIFICATIONS**

1. The Annual Maintenance Contract (AMC) for Canon Xerox Machines will be valid for a period of two years from the date of acceptance and the period will be extendable for a period of further One year on the same rates, terms and conditions.
2. Extension of the service contract beyond two years will be considered by the Corporation, 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.
3. If the performance of the Xerox AMC 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 AMC or to supply to the satisfaction of DCI Ltd., Visakhapatnam the Corporation reserves the right to cancel the contract immediately after expiry of notice period and Earnest Money and Security Deposit will be forfeited.
4. Running Account Bill for Xerox Copies will be paid within thirty days from the date of submission of bills
5. GST on Service Charges as applicable shall be reimbursed by the Corporation on submission of documentary proof.
6. The company Engineer/Service Person shall have valid ID card or authorization letter from agency preventive maintenance visit every month.
7. AMC order, after due compliance of all formalities, will be placed on the selected agency to effect the contract.
8. Service/Supply should normally be made during the office hours on any working day. The DCI will have the authority to place order for AMC beyond office hours and on holidays, for which, no additional payment will be made. No advance payment will be made by the DCI. Payment will be released on quarterly basis only after satisfactory completion of AMC during that quarter and on submission of service reports, invoice, etc..
9. Income tax, as applicable will be deducted from the bills.
10. The Earnest Money Deposit/Security Deposit will be refunded on successful completion of the contract.

SIGNATURE OF THE TENDERER WITH SEAL

11. Except the agreed rate of service charge, no other charges whatsoever will be paid by the Corporation.
12. DCI reserves the right to discharge the tender at any stage during the evaluation for any administrative reasons or other reasons whatsoever may be.

SIGNATURE OF THE TENDERER WITH SEAL

SECTION – V**TECHNICAL BID**

01 (a)	Name & Full address of the Firm with Telephone/Fax Nos.	
(b)	Any Branch Offices in Visakhapatnam or any other places	
(c)	Name of the contact person with Mobile No. etc.,	
02	Firm's Registration Certificate issued by Labour Authorities under shops & establishment act (Documentary proof shall be attached)	
03	GST Registration No.	
04	Whether you are providing/servicing Xerox Machines to any other Public Sector Organizations and Govt.Agencies. (Attach proof in support of your claim)	
05	No.of days credit facility allowed for settlement of bills	
06	Offices available in other locations/cities other than Visakhapatnam or Tie-up system available with other Xerox Agents in other cities.	
07	Any other information relevant to the above	
08	Tenderer should have experience having successful completed similar type of works during last 5 years ending 31.03.2019. Furnish the following information:	

SIGNATURE OF THE TENDERER WITH SEAL

SECTION – VI**PRICE BID (BILL OF QUANTITIES)**

Sl. No	Description of Model No.	Machine No	Mode of Colour	Qty No/s	Date of Installation	Rate per Copy	Rate per copy (in words)
1	IR4225	RKX01200	B & W	2	23.04.2015		
2		QYX00980	B & W		20.11.2014		
3	IR4025	HSC01659	B & W	2	16.05.2013		
4		HSC02903	B & W		18.09.2013		
5	IR2420L	HWJ10882	B & W	2	24.09.2012		
6		HWJ 10866	B & W		24.09.2012		
7	IR3245	DHNO1448	B & W	1	19.06.2010		
8	IR2525	FRZ81545	B & W	2	16.05.2013		
9		FRZ82385	B & W		12.08.2013		
10	IR2520	FQU35150	B & W	2	14.06.2012		
11		FQU35167	B & W		14.06.2012		
12	IR2002N	QXS11544	B & W	2	29.10.2015		
13		QXS19641			24.09.2012		
14	IRC3525	XYP00770	B & W	1	11.02.2019		
			Colour				
15	IRC2020H	FAN 12174	B & W	1	24.09.2012		
			Colour				

SIGNATURE OF THE TENDERER WITH SEAL

PLACE:

DATE:

16/20

ANNEXURE-I

PROFORMA

Date:

To

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

Sir,

Sub: Tender for Annual Maintenance Contract (AMC) for Canon Xerox Machines at our
DCI AOB, Visakhapatnam – Reg.

With reference to your Tender No.DCI/HR/06/Xerox/AMC/2019 dated 22.08.2019 and as per Cl.No.26 of Section-III of General & Special Conditions of contract, we hereby certify that, we are not related to any officer of Dredging Corporation of India Limited and also certify that we do not have any relatives employed in the Dredging Corporation of India Limited.

Thanking you,

Yours faithfully,

ANNEXURE-II

PROFORMA

Date:

To

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

Sir,

Sub: Tender for Annual Maintenance Contract (AMC) for Canon Xerox Machines at our
DCI AOB, Visakhapatnam – Reg.

With reference to your Tender No.DCI/HR/06/Xerox/AMC/2019, dated 22.08.2019 and as per Cl.No.27& 28 of Section – III 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