

**DREDGING CORPORATION OF INDIA LIMITED  
VISAKHAPATNAM  
TENDER NO.: DCI/CS/PCS APPT/2024 DATED 07.05.2024**

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***Open Tender***

***For Inviting Bids for***

“Appointment of Auditor (Company Secretaries in Practice – Individual / Partnership Firm / LLP) for Secretarial Audit and Corporate Governance Audit for a period of three (03) years w.e.f. 01.07.2024”

**TENDER NO.: DCI/CS/PCS APPT/2024 DATED 25.04.2024**

<b>Type of Tender</b>	e-Tender: Two Bid System i.e. Technical Bid & Price Bid
<b>Opening date of Tender</b>	07.05.2024 at 1000 Hrs.
<b>Closing date of submission of bids</b>	20.05.2024 at 1500 Hrs.
<b>Opening of Technical Bids</b>	20.05.2024 at 1530 Hrs.
<b>Tender cost</b>	Rs.295.00 (Including GST) payable by ECS/NEFT/RTGS
<b>Earnest Money Deposit (EMD)</b>	Rs.9,100.00 payable by ECS/NEFT/RTGS
<b>Performance Security Deposit Amount</b>	Rs.10% of the contract value payable by ECS/NEFT/RTGS (or) Bank Guarantee
<b>Date of opening of Price Bids</b>	Will be intimated
<b>Period of Contract</b>	01.07.2024 to 30.06.2027
<b>Location of Bid Opening</b>	M/s Dredging Corporation of India Limited “Dredge House”, H. B. Colony main Road, Seethammadhara, Visakhapatnam-530022

**DREDGING CORPORATION OF INDIA LIMITED**  
**VISAKHAPATNAM**  
**TENDER NO.: DCI/CS/PCS APPT/2024 DATED 07.05.2024**

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**Notice Inviting e-Tender**

To,

All the bidders

Dear Sir / Madam,

Sub: Appointment of Auditor (Company Secretaries in Practice– Individual / Partnership Firm / LLP) for Secretarial Audit and Corporate Governance Audit for a period of three (03) years w.e.f. 01.07.2024– Reg.

Dredging Corporation of India Limited (hereinafter referred to as “DCI” or the “Company” or the “Corporation”) is under administrative control of 04 major Ports of India i.e. Visakhapatnam Port Authority (VPA), Jawaharlal Nehru Port Authority (JNPA), Deendayal Port Authority (DPA) and Paradip Port Authority (PPA), having its registered Office at “Core-II, First Floor, Scope Minar, Laxminagar district Centre, Delhi- 110092” and Corporate office at “Dredge House”, H. B. Colony Main Road, Seethammadhara, Visakhapatnam- 530022. DCI is a Company listed on stock exchanges (BSE/NSE/CSE), would like to appoint Auditor (Company Secretaries in Practice – Individual / Partnership Firm / LLP) for Secretarial Audit and Corporate Governance Audit for a period of three (03) years w.e.f. 01.07.2024, renewed on yearly basis on the satisfactory completion of the work for the previous year.

2. There will be no physical / manual sale of tender documents.
3. The complete tender documents shall be available on the DCI website [www.dredge-india.com](http://www.dredge-india.com) and Central Public Procurement Portal <https://eprocure.gov.in/>.
4. The offers have to be submitted online through e-procurement portal website (<https://eprocure.gov.in/>), based on the Tender documents and uploaded in website mentioned above.
5. Bidders are requested to go through the tender documents in detail, before filling up the tender, enclosing relevant supporting documents/ information and giving their offer. The bids should be strictly as per the tender documents and no editing, addition, deletion or modification of the tender documents as hosted on website is permitted. If such action is observed at any stage, such tender will not be considered and will be rejected.
6. Bidders are requested to submit their bid in two cover system - Technical Bid and Price Bid as per the conditions stated in the tender documents along with relevant documents and submit their tender on or before the time and date mentioned therein. Addendum, modification, changes of last date, if any etc. will be uploaded on the website as mentioned only. Bidders are requested to verify the website(s) before submitting the tenders. No physical document need to be sent unless asked for.

**DREDGING CORPORATION OF INDIA LIMITED  
VISAKHAPATNAM  
TENDER NO.: DCI/CS/PCS APPT/2024 DATED 07.05.2024**

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7. Tenders submitted by e-mail/fax will not be accepted under any circumstances.
8. In the event of the scheduled due date of opening of bids being declared as a closed holiday or a “bundh”, the due date for opening of bids will be the following working day at the scheduled time.
9. For any clarification please contact (by e-mail/ mobile):-  
COMPANY SECRETARY  
DREDGING CORPORATION OF INDIA LIMITED  
DREDGE HOUSE, H. B. COLONY MAIN ROAD  
SEETHAMMADHARA, VISAKHAPATNAM – 530022  
Phone No.: 0891-2871298  
Mobile No.: 9618173127  
Email: [kalabhinetri@dcil.co.in](mailto:kalabhinetri@dcil.co.in)

Thanking you.

Yours faithfully,  
For Dredging Corporation of India Limited

(P. Chandra Kalabhinetri)  
Company Secretary

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FINAL TENDER

## **Section-I: Brief of Assignments / Scope, Eligibility and Other details**

1. The Company has a shareholder base of about 50,000 and is listed in National Stock Exchange (NSE), Bombay Stock Exchange (BSE) and Calcutta Stock Exchange (CSE). All the shares of the Company are held in dematerialized form.
2. The Company has authorized equity share capital of ₹30 Crores and paid-up equity share capital of ₹28 Crores.
3. The face value per equity share is ₹10/-.
4. The four (04) major Ports of India i.e. Visakhapatnam Port Authority (VPA), Jawaharlal Nehru Port Authority (JNPA), Deendayal Port Authority (DPA) and Paradip Port Authority (PPA) holds 73.47 % of the share capital of the company.
5. M/s. Alankit Assignments Limited, New Delhi is the Registrar and Share Transfer Agent of the Company.
6. As per the provisions of the Companies Act, 2013, SEBI (LODR) Regulations, 2015 and Guidelines issued in this regard by Department of Public Enterprises (DPE), Government of India, the company is required to provide for Secretarial Audit Report and Corporate Governance Audit Report in the Annual Report every year and as when required basis.
7. Company Secretaries in Practice – Individuals / Partnership Firm / LLP (hereinafter referred to as “**Auditor**”) are requested to upload their profiles in the format stated hereinafter for the purpose of consideration of the same as per the criteria stated hereinafter and on selection being required to conduct Secretarial Audit and Corporate Governance Audit for “DCI” and issuance of necessary Secretarial Audit Report / Certificate of Compliance of Corporate Governance in the format as may be prescribed as per the provisions of the Companies Act, 2013 and/or SEBI (LODR) Regulations 2013 for a period of three (03) years w.e.f. 01.07.2024, renewed on yearly basis on the satisfactory completion of the work for the previous year. However, the “Company”/ “Auditor” is at Liberty to withdraw the assignment / resign at any time by giving three months’ notice to the other side for reasons to be recorded in writing.
8. DCI Bank account details for submission of Tender Cost/EMD/Security Deposit are as under:-

Account Name	: DREDGING CORPORATION OF INDIA LIMITED
Bank	: SYNDICATE BANK, DCI LTD BRANCH, VISAKHAPATNAM
A/C no	: 35833070000014
IFSC Code	: SYNB0003583
Swift Code	: SYNBINBB032
9. The alpha- numeric unique transaction reference (UTR) should be filled in the Section II and the scanned copy of the UTR for Tender Cost and EMD payment document must be uploaded in the Technical Folder.
10. If the net payment credited to DCI bank account, is found to be less than the stipulated Tender Cost and/or EMD as may be applicable and required amount

of the NIT, the Bid will not be accepted. Physical mode of payment i.e Banker cheques or Demand drafts are not acceptable.

11. The EMD of unsuccessful bidders will be refunded through e- payment, after the bidder is declared unsuccessful to the Bank Account of the bidder as provided in Section II.
12. For successful bidders, the EMD shall be refunded after receipt of Security/ Performance Guarantee Deposit from the bidder. If the successful bidder so desires, the EMD may be converted into Security/ Performance Guarantee Deposit and the successful bidder will need to deposit only the balance amount of the Security/ Performance Guarantee Deposit after deducting the value of EMD, in the form of online transfer /Bank Guarantee.
13. EMD shall be forfeited if any tenderer withdraws their offer before finalization of the tender or fails to submit orders acceptance along with Security Deposit within 15 days from the date of order.
14. EMD will not fetch any interest.
15. The tender cost will not be refunded under any circumstance.
16. The Successful bidder shall be required to pay the 10% of the contract value towards performance security deposit by ECS/NEFT/RTGS or by way of Bank Guarantee on any Scheduled Bank enforceable at Visakhapatnam payable after the issuance of letter of intent. No interest shall be paid on Performance Security by DCIL. After successful completion of the work, performance security deposit will be refunded / returned.
17. If Security Deposit is by way of Bank Guarantee, it is to be submitted in the format prescribed at Annexure -1 Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank in India and shall be enforceable at Visakhapatnam.
18. The Deposited amount towards Security Deposit will be released after 6 months from the successful completion of the contract. Security/ Performance Guarantee Deposit shall not fetch any interest.
19. The tender will be valid for a period of 90 days from the date of opening of tender.
20. Only the bidders who qualify the technical bid shall be invited in advance for financial bid opening.
21. The Secretarial Audit and Corporate Governance Reports for which marks are being claimed should have been signed by the proprietor/ partner.
22. The work is to be completed and the necessary Audit Report / Certificate of Compliance is to be given within the timeline stipulated in the Companies Act and / or SEBI (LODR) Regulations and/or DPE Guidelines and/or the Memorandum of Association and Articles of Association of the Company.

23. The scope of work includes filing of requisite latest revised MCA e-Forms download & data entry, preparation, verification, certification, uploading and filing of e-forms such as DIR-3, DIR-4, DIR-6, DIR-7, DIR-12, CRA-2 & 4, CHG-1, 2, 3, 4, 5 & 8, ADT-1, MGT-7, MGT-8 MGT-14, DPT-3 etc., MSME eforms data entry and any other eForms as applicable from time to time as per the Companies Act, 2013 and rules made thereunder & amendments thereon and redressal of queries including follow-ups, if any, till such filed forms are taken on record by the Registrar of Companies (RoC) through MCA Portal. Certification of Annual Return (MGT-8) as per the Companies Act, 2013 and rules made thereunder & amendments thereon and other applicable law. Registration / Renewal of Independent Directors of DCIL with Indian Institute of Corporate Affairs (IICA) Independent Directors Databank or any other such approved Independent Directors Databank as per the provisions of the Companies Act, 2013 and any other such related works.
24. The Auditor should quote the amount per year as a consolidated amount which includes the professional fees and all other miscellaneous expenses including local expenses, boarding & lodging, conveyance, stationary, printing, photocopying, out of pocket expenses in the prescribed format of price bid as given at **Schedule-III** but excluding GST which will be paid on actuals.
25. Place of Audit: The audit work has to be conducted at the Corporate Office of the DCIL at 2<sup>nd</sup> Floor, "Dredge House", H B Colony Main Road, Seethammadhara, Visakhapatnam-530022" and at any other place as may be decided by DCIL.
26. **Travelling Expenses & Hotel Accommodation:** In case of firms which are located outside Visakhapatnam, to & fro actual travelling expenses (2<sup>nd</sup> A/c by Train or economy class by Flight), Hotel Accommodation expenses, Local transport expenses are reimbursed for maximum of 2 Nos on each occasion as per the eligibility of General Manager of the Company. If firms are located in Visakhapatnam, for outstation travel is needed, on the same lines mentioned above shall be arranged / reimbursed.
27. In case of firms which are located at Delhi, for attending AGM/ EGM any board meeting and any other meeting at Delhi, nothing will be paid by DCI in terms of any type of travel, lodging & boarding and local conveyance etc.
28. In case any new Tax introduced by Govt. of India in place of GST, becomes payable accordingly as per any statutory enactment.
29. DCI reserves the right to negotiate with the selected Auditors with regard to the fees.
30. The PCS/Firm shall not sub-contract the Secretarial Audit/Certification work.
31. The PCS/Firm will work in strict confidence and will ensure that any information in respect of the Company is dealt with in strict confidence and secrecy.
32. Neither the PCS/Firm nor its partner(s) or associates should have any interest in the business of the Company, DCIL.
33. The Secretarial Auditor(s) will be required to issue & submit Certificate of Independence and arm's length relationship.

34. PCS/Firm shall have prime responsibility to ensure that the maximum number of audit limits specified under Companies Act, 2013 are not violated.
35. The PCS/Firm(s) shall be free from any disqualification under the Companies Act, 2013. Further, neither the PCS/Firm nor its partner(s) or associates should be guilty of professional misconduct as per ICSI regulations.
36. An undertaking with regard to above is to be executed by successful Secretarial Audit Firm by the authorized signatory before acceptance of the assignment.
37. Conditional Tender shall not be accepted. DCIL reserves the rights to reject any or all tenders without assigning any reasons.
38. No partner of the PCS/Firm should be related to either Managing Director or any Whole Time Directors or Part Time Directors of DCIL within the meaning of the Companies Act, 2013.
39. The Applicant or any of its partners / employees should not be related to Directors or Key Managerial Personnel of DCIL as per Related Party Transaction Policy of DCIL.
40. The Applicant shall ensure that the ceiling on the number of secretarial audits and other certification works as specified by the Institute of Company Secretaries of India (ICSI) is not breached.
41. No enhancement of fees will be considered at any time for whatsoever reason.
42. The Payment will be made after satisfactory completion of work through Electronic System within 30 days of submission of Bill.
43. GST will be deducted at applicable rates at the time of making payment.
44. This assignment will be governed by Indian Laws and all disputes will be subject to the Jurisdiction of Visakhapatnam only.
45. The response should be strictly as per the document and no editing, addition, deletion or modification of the document is permitted. If such action is observed at any stage, such response will not be considered and will be rejected.
46. The offers are to be submitted online through e-procurement portal (<https://eprocure.gov.in/>) in two covers- Cover-I containing "Technical Bid" along with supporting documents and Cover-II containing "Price Bid".
47. The language of the bid shall be English. All uploaded documents should be in English language. In case the original document is in a different language, self-attested English translation must be furnished.
48. On evaluation of Technical Bid, the Price Bid of the technically qualified bidders will be opened at a later date which will be communicated to all the technically qualified bidders.



49. **EVALUATIONS AND SELECTION PROCESS- QCBS:-** The overall selection of the Bidders will be on the basis of Quality and Cost based Selection (QCBS), the following formula will be used for the evaluation of the bids.
- i) The weightage of 70:30 will be given to the Technical and Price Bid respectively.
  - ii) The Technical Bid will have 100 marks and minimum marks to be obtained is 50.
  - iii) The Price Bid of only those participants who have obtained more than or equal to 50 marks in the Technical Bid out of 100 marks will be opened. The date and time of opening of commercial bids will be intimated to the Bidders who are successful in Technical evaluation.
  - iv) The methodology for giving marks for Technical bid is given at **Schedule-II**.
  - v) The final evaluation of the Technically qualified bidders will be made as under:-  
$$FS = (0.7) * TS + (0.3) * (P_{min} / PB * 100)$$

Where  
FS= Overall score of bidder under consideration (calculated up to two decimal points).  
TS= Technical score for the bidder under consideration out of 100 marks.  
PB= Price Bid Value for the bidder under consideration.  
P min= Lowest Price Bid Value among the financial proposals under consideration.
  - vi) The bidder achieving the highest overall score (FS) will be selected / invited for negotiations. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.
50. The assignment will be for three (03) years w.e.f. 01.07.2024, renewed on yearly basis upon the satisfactory completion of the assignment for the previous year.
51. The "Company" may ask for any additional documents as may be required and if not submitted within the timelines indicated, when asked for, evaluation will be on the basis of document submitted.
52. The "Company" reserves the right to evaluate only on the basis of the documents submitted without asking for any additional supporting documents.
53. "Company" reserves the right to cancel this tender at time (even after the closing date) without assigning any reason.
54. The award of assignment will be communicated only after the approval of the Board of Directors of the "Company".
55. For any clarification please contact (by email/ mobile) – Ms. P. Chandra Kalabhinetri, Company Secretary, Contact No.: 0891-2871298, Email: [kalabhinetri@dcil.co.in](mailto:kalabhinetri@dcil.co.in).

**Section-II: Technical Bid**

Sl. No.	Particulars	Method of evaluation/ Documents to be submitted	Details to be filled by the Auditor	Enclosure Page Nos.	
				From	To
1	Name of the Auditor				
2	Name of the Firm				
3	PCS Membership No.				
4	Address				
5	Telephone No.				
6	Mobile No.				
7	Email id				
8	No. of qualified CS employed				
9	Name of the Partner/ Qualified CS employed				
10	Tender cost – UTR No		Copy of relevant documents to be submitted in the Technical Bid.		
11	EMD Amount – UTR No		Copy of relevant documents to be submitted in the Technical Bid.		
12	Pan Card No.		Self-Certified Copy of relevant documents to be submitted in the Technical Bid.		
	GSTN Registration No.		Self-Certified Copy of relevant documents to be submitted in Technical Bid.		
13	<b>Bank Details</b>			To be enclosed Cancelled Cheque or Bank Statement	
	Bank Name				
14	Branch Name				
	Bank A/c No.				
	IFSC Code				
15	Complete Tender Documents signed with seal on each page in token of acceptance of all the Tender Conditions.		Bidder to enclose self-certified in the Technical Bid.		
16	Applicant shall ensure that the ceiling on the number of secretarial audits and other certification works as specified by the Institute of Company Secretaries of India (ICSI) is not breached.		Bidder to enclose self-certified in the Technical Bid.		
17	Declaration as stated in <b>Section-IV</b> on the letter head of the “Auditor”				
18	<b>No. of years of Practice etc.</b>			---	
	1. No. of years in practice of the partner / proprietor in the firm	PCS Membership Certificate (One mark for			

Sl. No.	Particulars	Method of evaluation/ Documents to be submitted	Details to be filled by the Auditor	Enclosure Page Nos.	
				From	To
	who is the signatory and existing as on date	each completed year of practice- Maximum marks-15)			
	2. No. of existing personnel who are CS qualified employed in the firm.	CS qualified (final pass) document and letter of employment with date (One mark for each completed year of practice- Maximum marks-5)			
<b>19</b>	<b>Experience in secretarial Audit / Corporate Governance Audit</b>				
	1. Secretarial Audit for three (05) years – 2019-20 to 2023-24	(i) Listed PSUs (State/ Central) and other listed companies	Copy of Secretarial Audit Report for each company for each year. (5 marks for each company per year. Maximum marks-30)		
		(ii) Other Companies (other than (i) above requiring secretarial audit as per Companies Act.	Copy of Secretarial Audit Report for each company for each year. (3 marks for each company per year. Maximum marks-5)		
	2. Corporate Governance Audit for five (05) years – 2019-20 to 2023-24	(i) Listed PSUs (State/ Central) and other listed companies	Copy of Corporate Governance Compliance Certificate for each company for each year. (3 marks for each company per year. Maximum marks-30)		
		(ii) Non Listed	Copy of Corporate Governance		

Sl. No.	Particulars	Method of evaluation/ Documents to be submitted	Details to be filled by the Auditor	Enclosure Page Nos.	
				From	To
	PSUs	Compliance Certificate for each company for each year. (3 marks for each company per year. Maximum marks-15)			

FINAL TENDER

### **Section-III: Price Bid**

**Nature of Work:** Appointment of Auditor (Company Secretaries in Practice – Individual / Partnership Firm / LLP) for Secretarial Audit and Corporate Governance Audit for a period of three (03) years w.e.f. 01.07.2024.

<b>Sl. No.</b>	<b>Particulars</b>	<b>Bill frequency</b>	<b>Quoted Amount (in Rs.)</b>	<b>Total Amount (In Rs.)</b>
(1)	(2)	(3)	(4)	(5)= (3)*(4)
1.	Secretarial Audit / Corporate Governance Reports - <b>Yearly</b>	3		
2.	Scrutinizer for the AGM / EGM / Postal Ballot etc. - <b>Event Basis</b>	Lumpsum		
3.	Retainership fee: ( <b>Quarterly</b> ) Preparation, verification Certification of E-forms / Annual Return / XBRL Conversion / SEBI Certificates SEBI LODR Audit Director's Disqualification Certificate Quarterly review of Secretarial Compliances Advisory & Consultation Services Provide Assistance in Secretarial Compliances Sharing Compliance checklist routine or event based, etc.	12		
<b>Total Amount (excluding GST)</b>				
<b>Total Amount in Words</b>				

Note: i) The overall selection of the Bidders will be on the basis of Quality and Cost based Selection (QCBS) as stated at **Section-I**.

ii) Quoted amount is excluding GST at applicable rates.

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**Section-IV: Other Undertakings**

**(TO BE GIVEN ON LETTER HEAD OF THE “AUDITOR”)**

Date: \_\_\_\_\_

To,  
Company Secretary  
Dredging Corporation of India Limited  
“Dredge House”, H. B. Colony Main Road,  
Seethammadhara, Visakhapatnam- 530022

I / We hereby confirm having read by me / us read and / or explained to me / us so far all the terms and conditions stated in the tender documents in connection with the subject Tender Ref No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby declare / state / undertake as under:-

1. I / we further confirm and declare that the Secretarial Audit / Corporate Governance Reports for which marks are being claimed have been signed by the signatory _____.	
2. We have not been banned or de-listed by any Government or Quasi-Government agencies or PSUs including DCI” in the last three Financial Years.	YES/ NO (Strike off as may be applicable) If YES, the details to be furnished.
3. We (in case of firm- this is applicable to the promoters or persons who have controlling interests in the firm) are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Deputy Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in DCI. (Relative to have the same definition as under Companies Act).	YES/ NO (Strike off as may be applicable) If YES, the details to be furnished.
4. With reference to your subject Tender, we hereby give an Undertaking that we have not made any payment or illegal gratification to any person / authority connected with the Tender Process so as to influence the tender process and have not committed any offence under the Prevention of Corruption Act in connection with the Tender. We also do under take that we shall disclose if any payment made or proposed to be made to any intermediaries (agents etc.) during the tender process in connection with this Tender.	
5. With reference to subject Tender, we hereby certify that, we do not have any current litigation with the company.	YES/ NO (Strike off as may be applicable) If YES, the details to be furnished.
6 I / we hereby give consent that my / our response to this Tender may not be considered by the Company / Assignment, if awarded be cancelled if it has been found any of the undertaking(s) / information / document(s) given in / alongwith this Tender that are wrong, misleading, incorrect, manipulated, forged or has been obtained by any improper means whatsoever	

Thanking you.

Yours' faithfully,

SIGNATURE OF THE “AUDITOR” WITH SEAL

Place :  
Date :

**Annexure-1**

(To be executed on Rs.100/- Non-Judicial paper of appropriate value)

**Proforma for Performance Bank Guarantee for Security Deposit**

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Company's Act, 2013 and having its Head Office at "Dredge House", H.B. Colony Main Road, Seethammadhara, Visakhapatnam, A.P.- 530022 (hereinafter called the "DCI" having awarded the work for \_\_\_\_\_ (name of the work) of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ vide Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ to M/s. \_\_\_\_\_ (indicate Name & Full Address of the Tenderer) (hereinafter called the said "Tenderer") exempt from payment under the terms and conditions of the said tender dated \_\_\_\_\_ No. \_\_\_\_\_ made between the DCI.

and the Tender for \_\_\_\_\_ (herein after called the said "Tender") of Security Deposit in cash for the due fulfillment by the said Tenderer of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and (indicate the name of Bank) Payable under this guarantee without any demur, merely on a demand from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason breach by the said Tenderer of any of the terms or conditions contained in the said Tender or by reason of the Tenderer's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the

Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

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

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

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

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



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

8. This Guarantee will remain in force until 30.06.2027 unless discharged earlier by the company. All claims under this guarantee shall be made by Regd. Post/ Hand Delivery against acknowledgement/ by courier. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

(Authorised Signature)

Name & Seal of the Bank

Date:

Place:

FINAL TENDER