

# राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार  
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001



## National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India  
3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

### Corrigendum-I

NHIDCL/Ar.Pr./Zido- Singha/NH-913/2023/230498/5394

Date: 23/11/2023

To,

All Prospective Bidders

Subject: Construction of Intermediate Lane Road with hard Shoulder from design Km 0+000 to Km 46+704(Total length:46.704 km) of Zido -Singha section on NH-913 (Frontier Highway) in the State of Arunachal Pradesh on EPC Mode.

Tender ID: 2023\_NHIDC\_779080\_1

Sir/Madam,

Please find the herewith Corrigendum-I for modification in tender document on the above- mentioned subject as per the details below:

S.No.	Clause no	Existing Clause	Amended
1	1.2.11 of RFP	A BID Security of Rs. 5.27 Crore (the "BID Security") in form of DD/FD/BG/e-BG refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. This Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH/State PWD/NHIDCL/BROs Bank. Note: - For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March 2023 may be referred which is attached as Appendix-A	A Bidder is required to submit, along with its BID, a BID Security of Rs.5.27 crore. (the "BID Security"), in the form of DD/FD/BG/e-BG refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. BID Security shall be submitted in the form of <b>Insurance Surety as Bond, Account Payee Demand Draft, FD, BG, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee). The Insurance Surety Bond shall be verified to from the specific portal created for this purpose.</b> The e-Bank Guarantee shall be transmitted through SFMS Gateway to it NHAI/MORTH/State PWD/NHIDCL/BROs Bank. The Bidders

sent

1/13

23/11/2023

			<p>shall also make online payment towards Cost of Tender Document of Rs. ***** (Rupees *****Only) in Authority's designated bank account and also upload online payment receipt of the same.</p> <p>Note: - For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March 2023 may be referred which is attached as Appendix-A</p> <p><b>Format of surety Bond attached as APPENDIX – IIA</b></p>
2	2.11.1(f) of RFP	BID Security of Rs. 5.27 Crore, if in the form of Bank Guarantee/e-BG from a Scheduled Bank as detailed in Clause 1.2.11 above (to be submitted physically as well); or may be deposited through online facility provided by the IndusInd Bank.	<p>BID Security of Rs. 5.27 Crore in the form of Insurance Surety Bond (in the format at Appendix IX issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India), Account Payee Demand Draft, Banker's Cheque or e-Bank Guarantee (in the format at Appendix-II from a Scheduled Bank).</p> <p><b>Or through the online facility provided by the IndusInd Bank</b></p>
3	2.11.2(d) of RFP	Original BID Security in the format at Appendix-II;	<p>BID Security of Rs. ***** in the form of Insurance Surety Bond (in the format at Appendix IX issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India), Account Payee Demand Draft, Banker's Cheque or e-Bank Guarantee (in the format at Appendix-II from a Scheduled Bank).</p> <p><b>Or through the online facility provided by the IndusInd Bank</b></p>
4	Below 2.11.2 of RFP		<p>While submitting Bid Security and Performance Security via Account Payee demand draft or Banker's cheque, it is to be ensured by the bidder that Account Payee demand draft or Banker's cheque are submitted physically latest within 5 working days of the Bid Due Date (upto 11:00 hours) to the following address placed in a sealed envelope and bearing the</p> <p>identification "Name of the Project" [Address: National Highways Infrastructure and Development</p>

*22.11.2023*

*2/13*

*Sam*



			corporation Ltd, New Delhi-110001]. Else the bid submitted will be rejected
5	2.20 of RFP	<p><b>BID Security</b></p> <p>The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.10 herein above in the form of a DD/FD/ Bank Guarantee/e-BG issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crores (Rs. one thousand crore), amongst the list of banks available at NHIDCL website (<a href="https://nhidcl.com">https://nhidcl.com</a>), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. A scanned copy of the Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender. This Bank Guarantee shall be transmitted through SFMS Gateway to [Ministry/NHAI/NHIDCL/State PWD/BRO]'s Bank. The Authority reserves the right to add or remove any of name's bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted.</p>	<p><b>BID Security</b></p> <p>The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.11 herein above in the form of <b>Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix IX), Account Payee Demand Draft,FD,BG Banker's Cheque or e-Bank Guarantee</b> issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "<b>Bank Guarantee</b>") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. <b>The Insurance Surety Bond shall be verified from the specific portal created for this purpose.</b> The <b>e-Bank Guarantee</b> shall be transmitted through SFMS Gateway to [Ministry/NHAI/NHIDCL/ State PWD/BRO]' Bank. In case the e- Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of <b>the Account Payee Demand Draft,FD,BG, Banker's Cheque or e - Bank Guarantee</b> shall be uploaded on e- procurement portal while applying to the tender. <b>Bidder shall also have the facility of payment of bid security through the online facility provided by the IndusInd Bank.</b></p>
6	2.21 (a) of RFP	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in

Sarav

3/13

22/11/2023

		<p>the Authority an irrevocable and unconditional guarantee from a bank (e-BG/BG), amongst the list of banks available at NHIDCL website (<a href="https://nhidcl.com">https://nhidcl.com</a>) only, in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a bank (e-BG) given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(i) If the Bid Price offered by the Selected Bidder is lower than 20% of the estimated project cost/cost put to tender, the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP) – 20% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>(ii) Maximum limit of additional performance security shall be limited to 3% of the bid price offered by the Selected Bidder.</p> <p>(iii) This "Additional Performance Security shall be treated as part of Performance Security.</p>	<p>the form of <b>Insurance Surety Bond in the format at Appendix - X, Account Payee Demand Draft, FD, BG, Banker's Cheque or</b> irrevocable and unconditional guarantee <b>e-Bank Guarantee</b> from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected - Bidder, along with the Performance - Security, shall also furnish to the Authority <b>in the form of Insurance Surety Bond (issued by Insurance Company Authorized by Insurance Regulatory and development Authority of India in the format at Appendix - X), Account Payee demand Draft, FD, BG, Banker's Cheque or</b> an revocable and unconditional <b>e-Bank Guarantee</b> from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the Additional Performance Security") for an amount calculated as under</p> <p>i) If the Bid Price offered by the Selected Bidder is lower than 20% of the estimated project cost/cost put to tender, the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP) – 20% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>(ii) Maximum limit of additional performance security shall be limited to 3% of the bid price offered by the Selected Bidder.</p> <p>(iii) This "Additional Performance Security shall be treated as part of Performance Security.</p>
7	Appendix IA point 20 of RFP	Deleted	I/ We offer a BID Security of Rs. **** to the Authority in accordance with the RFP Document.

Cont

4/13

23.11.2023



8	Appendix IA point 21 of RFP	Deleted	The BID Security in the form of Insurance Surety Bond, Account Payee Demand Draft/ Banker's Cheque / e Bank Guarantee (Strike out whichever is not applicable) is attached.
9	Article 7 Performance Security 7.1 A of Draft Contract Agreement of RFP	<p>Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional E-Bank Guarantee from a bank in the form set forth in Appendix-VII (the "performance Security") for an amount equal to 3% three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional E-Bank Guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>If the Bid Price offered by the Selected Bidder is lower than 20% of the estimated project cost/cost put to the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.</p>	<p>Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of <b>Insurance Surety Bond in the form set forth in Annex III of Schedule -G</b>, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank in the form set forth in Annex-I of Schedule-G (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of Insurance Surety Bond (in the same form given at Annex III of Schedule -G), Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank in the same form given at Annex-I Schedule-G towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>If the Bid price offered by the selected bidder is lower than 20% of the estimated project cost/cost put to tender, the additional performance security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.</p> <p>Maximum limit of additional performance security shall be limited to 3% of the Bid price offered by the selected bidder.</p> <p>This Additional Performance Security shall be treated as part of the Performance Security.</p>

5/13

23.11.2013

		Maximum limit of additional performance security shall be limited to 3% of the Bid Price offered by the selected Bidder. This "Additional Performance Security") shall be treated as part of performance security.	
10	RFP Section 7 Data Sheet 5.1 b (i) & (iii)	Tunnel/Major Bridge – <b>NA</b>  Longest span of Major Bridge /ROB/Flyover to be Constructed - <b>NA</b>	<b>Major Bridge – Yes</b>  Longest span of Major Bridge /ROB/Flyover to be Constructed - <b>100 m</b>
11	RFP Section 7 Para 1 Sl.no. 8	Physical Submission of Bid Documents (listed in RFP)/POA etc. - Upto 11.00 hrs IST on the date technical opening	Physical Submission of Bid Documents (listed in RFP)/POA etc. -Upto 15.00 hrs IST on the date technical opening

General Manager (Tech)  
Arunachal Pradesh Division

Sand

8/13

**Annex-III**

**(Schedule - G)**

(See Clause 7.1)

**Form of Surety Bond**

**[Performance Security/Additional Performance Security]**

National Highways & Infrastructural Development Corporation Ltd.

PTI Building, 3<sup>rd</sup> Floor,

4, Parliament Street

New Delhi - 110001

WHEREAS:

- (A) \_\_\_\_\_ [name and address of contractor] (hereinafter called the "**Contractor**") and [name and address of the authority], (hereinafter called the "Authority") have entered into an agreement (hereinafter called the "Agreement") for the "\*\*\*\*\* EPC Mode" subject to and in accordance with the provisions of the Agreement
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and MaintenancePeriod}(asdefinedintheAgreement)inasumofRs.....cr.(Rupees ..... crore) (the "**Surety Bond Amount**").
- (C) We, ..... through our branch at ..... (the "**Surety Insurer**") have agreed to furnish this bank guarantee (*hereinafter called the "**Surety Bond**"*) by way of Performance Security.

NOW, THEREFORE, the **Surety Insurer** hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The **Surety Insurer** hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an

Grant

J/13

23/11/2022



aggregate sum of the **Surety Bond** Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways Infrastructure Development Corporation Limited], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the **Surety Insurer**. The **Surety Insurer** further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the **Surety Insurer**, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this **Surety Bond**, the Authority shall be entitled to act as if the **Surety Insurer** were the principal debtor and any change in the constitution of the Contractor and/or the **Surety Insurer**, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this **Surety Bond**.
4. It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this **Surety Bond**.
5. The Authority shall have the liberty, without affecting in any manner the liability of the **Surety Insurer** under this **Surety Bond**, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the **Surety Insurer** shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the **Surety Insurer** from its liability and obligation under this **Surety Bond** and the **Surety Insurer** hereby waives all of its rights under any such law.
6. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.

*[Signature]*  
23/11/2023

8/13

*Sant*



7. Notwithstanding anything contained hereinbefore, the liability of the **Surety Insurer** under this **Surety Bond** is restricted to the **Surety Bond** Amount and this **Surety Bond** will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the **Surety Insurer** under this **Surety Bond** all rights of the Authority under this **Surety Bond** shall be forfeited and the **Surety Insurer** shall be relieved from its liabilities hereunder.
8. The **Surety Bond** shall cease to be in force and effect on \*\*\*\*<sup>s</sup>. Unless a demand or claim under this **Surety Bond** is made in writing before expiry of the **Surety Bond**, the **Surety Insurer** shall be discharged from its liabilities hereunder.
9. The **Surety Insurer** undertakes not to revoke this **Surety Bond** during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this **Surety Bond** and the undersigned has full powers to do so on behalf of the **Surety Insurer** .
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the **Surety Insurer** at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This **Surety Bond** shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This **Surety Bond** is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
13. This **Surety Bond** shall also be operatable at our .... Branch at New Delhi, from whom confirmation regarding the issue of this **Surety Bond** or extension / renewal thereof shall be made available on demand. In the contingency of this **Surety Bond** being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
14. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this ..... day of ....., 20..... at .....  
SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:  
(Signature)

*[Handwritten signature]*  
23.11.2023

*[Handwritten signature]*  
9/13

*[Handwritten signature]*

(Name)

(Designation)

(Code

Number)

(Address)

NOTES:

- (i) The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

*[Signature]*  
23.11.2023

*[Signature]*

10/13

## Surety Bond for BID Security

(Refer Clauses 2.20 of RFP)

B.G. No. Dated:

1. In consideration of you, \*\*\*\*, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of..... ( a company registered under Companies Act, 1956/2013) and having its registered office at..... New Delhi (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the\*\*\* \*\* Project on EPC basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the **Surety Insurer**) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "**Surety Insurer**"), at the request of the Bidder, do hereby in terms of Clause 1.2.10 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. \*\*\* \*\* (Rupees \*\*\* \*\* only) (hereinafter referred to as the "**Surety Bond**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the **Surety Insurer**.

3. We, the **Surety Insurer**, do hereby unconditionally undertake to pay the amounts due and payable under this **Surety Bond** without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the **Surety Insurer** under this **Surety Bond**. However, our liability under this **Surety Bond** shall be restricted to an amount not exceeding Rs. \*\*\* \*\* (Rupees \*\*\* \*\* only).

22.11.2013

11/13

Canf



4. This **Surety Bond** shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the **Surety Insurer**, and shall continue to be enforceable till all amounts under this **Surety Bond** have been paid.

5. We, the **Surety Insurer**, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The **Surety Bond** shall not be affected by any change in the constitution or winding up of the Bidder or the **Surety Insurer** or any absorption, merger or amalgamation of the Bidder or the **Surety Insurer** with any other person.

7. In order to give full effect to this **Surety Bond**, the Authority shall be entitled to treat the **Surety Insurer** as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the **Surety Insurer** under this **Surety Bond** from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the power exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the **Surety Insurer** shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the **Surety Insurer** from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the **Surety Insurer** and sent by courier or by certified e-mail to the **Surety Insurer** at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name **Surety Insurer** along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the **Surety Insurer** and the **Surety Bond** herein contained shall be enforceable against the **Surety Insurer**, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the **Surety Insurer** hereunder, be outstanding or unrealised.

Sant

12/13

22-11-2023

11. We, the **Surety Insurer**, further undertake not to revoke this **Surety Bond** during its currency except with the previous express consent of the Authority in writing.

12. The Bank **Surety Insurer** that it has power to issue this **Surety Bond** and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this **Surety Bond** for and on behalf of the **Surety Insurer**.

13. For the avoidance of doubt, the **Surety Insurer's** liability under this **Surety Bond** shall be restricted to Rs. \*\*\* crore (Rupees \*\*\* \*\* crore only). The **Surety Insurer** shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the **Surety Insurer** in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the BID Due Date)].

14. This **Surety Bond** shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this **Surety Bond** or extension / renewal thereof shall be made available on demand. In the contingency of this **Surety Bond** being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this ..... day of ....., 20..... at .....  
SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:  
(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

- (i) The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

*[Handwritten signature]*  
23/11/22

13/13

*[Handwritten signature]*