

CORRIGENDUM - 1

Name of Work: “Construction of Bangalore Suburban Rail Project (BSRP) Rolling Stock / Train Maintenance Depot with Administration & Workshop Buildings At Soladevanahalli (Chikkabanawara) including Civil, MEP, Roofing, Signage, Architectural Finishes, STP, External Drainage, Internal Roads, Boundary Wall, construction of At- Grade Formation of Length 1.00 Km (Approximately), Construction of Viaduct for a length Of 400m (Approximately) and other Associated Works between Chikkabanawara Station to Soladevanahalli Depot of Bangalore Suburban Rail Project (BSRP)”

Tender ID:2026_KRIDE_280625_1

Sl.No.	Tender Reference Clause No	Amended as
1	Section-II, BDS, ITB 19.1 clause: Bid security	Replace the para: The instrument type for payment of tender security/ EMD shall be either in the form of Demand Draft, Bank Guarantee, RTGS, NEFT & IMPS. No other mode of payment will be accepted. With The instrument type for payment of tender security/EMD shall be Demand Draft, e-Bank Guarantee, Bank Guarantee, RTGS, NEFT & Insurance Surety Bond. No other mode of payment will be accepted. The Insurance Surety Bond shall be issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI) and shall be payable in India in favour of Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE). It shall conform to the prescribed format provided in ANNEXURE -A below. In the case of Joint Venture (JV), the Performance Security and/or Additional Performance Security shall be furnished in the name of the JV and in favour of Bi-RIDE. Such security shall be submitted by the Lead Member or any other member of the JV on behalf of the JV.
2	Section-II, BDS, ITB 42.1	Replace: Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Employer. With Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Employer. a) Banker's e-Bank Guarantee/Demand draft/Pay Order/ BG in favour of Bi-RIDE, Bangalore or b) A bank guarantee in the form given in Section 10. c) Insurance Surety Bond The Insurance Surety Bond shall be issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI) and shall be payable in India in favour of Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE). It shall conform to the prescribed format provided in ANNEXURE – B below. In the case of Joint Venture (JV), the Performance Security and/or Additional Performance Security shall be furnished in the name of the JV and in favour of Bi-RIDE. Such security shall be submitted by the Lead Member or any other member of the JV on behalf of the JV.

CORRIGENDUM - 1

Name of Work: "Construction of Bangalore Suburban Rail Project (BSRP) Rolling Stock / Train Maintenance Depot with Administration & Workshop Buildings At Soladevanahalli (Chikkabanawara) including Civil, MEP, Roofing, Signage, Architectural Finishes, STP, External Drainage, Internal Roads, Boundary Wall, construction of At- Grade Formation of Length 1.00 Km (Approximately), Construction of Viaduct for a length Of 400m (Approximately) and other Associated Works between Chikkabanawara Station to Soladevanahalli Depot of Bangalore Suburban Rail Project (BSRP)"

Tender ID:2026_KRIDE_280625_1

3	Section III EQC 3.4 Average Annual Construction Turnover, Page No.8	Replace Minimum annual construction turnover of ₹150 Crores [<i>One hundred and thirty three crores</i>], for the last 5 years from 2020-21 to 2024-25 (both inclusive), calculated as total certified annual payments received for contracts in progress and/or completed. (i) The minimum requirements to 'Pass 'this criteria is that the Average Annual Turnover for the last five financial years for Construction works only (in terms of rupee equivalent adjusted to last date of the financial year that ended on or before 31.03.2025 by assuming 5% escalation for Indian Rupee and 2% for foreign currency per year) (ii) The value of annual turnover shall be calculated as total certified payments received for Contracts in progress and/or completed, within last Five Financial years divided by Five years. (iii)The financial year as applicable in the country of origin of the bidders would be considered. The 'last financial year' will be the latest financial year that ended on or before 31.03.2025. With Minimum annual construction turnover of ₹150 Crores [<i>One hundred and fifty crores</i>], for the last 5 years from 2020-21 to 2024-25 (both inclusive), calculated as total certified annual payments received for contracts in progress and/or completed. (i) The minimum requirements to 'Pass 'these criteria is that the Average Annual Turnover for the last five financial years for Construction works only (in terms of rupee equivalent adjusted to last date of the financial year that ended on or before 31.03.2025 by assuming 5% escalation for Indian Rupee and 2% for foreign currency per year) (ii) The value of annual turnover shall be calculated as total certified payments received for Contracts in progress and/or completed, within last Five Financial years divided by Five years. (iii)The financial year as applicable in the country of origin of the bidders would be considered. The 'last financial year' will be the latest financial year that ended on or before 31.03.2025.
4	4.1 – General Construction Experience	Replace Experience under construction contracts in the role of prime contractor, JV member, subcontractor or Management contractor during the last 5 years, from 2021-22 to 2025-26 (both inclusive). With

CORRIGENDUM - 1

Name of Work: "Construction of Bangalore Suburban Rail Project (BSRP) Rolling Stock / Train Maintenance Depot with Administration & Workshop Buildings At Soladevanahalli (Chikkabanawara) including Civil, MEP, Roofing, Signage, Architectural Finishes, STP, External Drainage, Internal Roads, Boundary Wall, construction of At- Grade Formation of Length 1.00 Km (Approximately), Construction of Viaduct for a length Of 400m (Approximately) and other Associated Works between Chikkabanawara Station to Soladevanahalli Depot of Bangalore Suburban Rail Project (BSRP)"

Tender ID:2026_KRIDE_280625_1

		Experience under construction contracts in the role of prime contractor, JV member, subcontractor or Management contractor during the last 7 years, from 2019-2020 to 2025-2026 (both inclusive) and till application submission deadline. Refer Note: 1 below Page 18
5	4.2 (a) Specific construction Page No. 12	Replace: Similar¹ contracts, satisfactorily and substantially² completed as a prime contractor, joint venture member³, management contractor or subcontractor³ between 2021-22 to 2025-26 (both inclusive). and application submission deadline (a) Should have Completed or Substantially² completed and have received at least INR 160 Crores in Single Contract". OR (b) Should have Completed or Substantially² completed and have received at least INR 100 Crores each in Two (02) Contract". OR (c) Should have Completed or Substantially² completed and have received at least INR 80 Crores each in Three (03) Contract". With: Similar¹ contracts, satisfactorily and substantially² completed as a prime contractor, joint venture member³, management contractor or subcontractor³ between 2019 - 2020 to 2025-26 (both inclusive) and till application submission deadline. (a) Should have Completed or Substantially² completed and have received at least INR 160 Crores in Single Contract". OR (b) Should have Completed or Substantially² completed and have received at least INR 100 Crores each in Two (02) Contract". OR (c) Should have Completed or Substantially² completed and have received at least INR 80 Crores each in Three (03) Contract". (The completed cost shall be adjusted by assuming 5% escalation for Indian Rupee and 2% for foreign currency per year) Refer Note:1 below Page 18

CORRIGENDUM - 1

Name of Work: "Construction of Bangalore Suburban Rail Project (BSRP) Rolling Stock / Train Maintenance Depot with Administration & Workshop Buildings At Soladevanahalli (Chikkabanawara) including Civil, MEP, Roofing, Signage, Architectural Finishes, STP, External Drainage, Internal Roads, Boundary Wall, construction of At- Grade Formation of Length 1.00 Km (Approximately), Construction of Viaduct for a length Of 400m (Approximately) and other Associated Works between Chikkabanawara Station to Soladevanahalli Depot of Bangalore Suburban Rail Project (BSRP)"

Tender ID:2026_KRIDE_280625_1

6	Section III EQC Note No 1 Page 17	Replace The tenderer shall submit details of work executed by them in the Forms 4.2.a & 4.2.b for the works to be considered for qualification of work experience criteria. Prime contractor shall mean a bidder who has executed the works in the capacity of Contractor (and not in the capacity of Project Implementing Agency/ Project Executing Agency/ Employer/ Project Management Consultant (PMC) as defined in Clause 3.1.4 (i) of Manual for Procurement of Works, June 2022). Bidders should also specifically take note of clause no 4.4 of PCC. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by Chartered Accountant (C.A), Tax Deducted at Source (TDS) certificates/ Form 26 AS for all payments received and copy of final/last bill paid by client shall be submitted. With The tenderer shall submit details of work executed by them in the Forms 4.2.a & 4.2.b for the works to be considered for qualification of work experience criteria. Prime contractor shall mean a bidder who has executed the works in the capacity of Contractor (and not in the capacity of Project Implementing Agency/ Project Executing Agency/ Employer/ Project Management Consultant (PMC) as defined in Clause 3.1.4 (i) of Manual for Procurement of Works, June 2022). Bidders should also specifically take note of clause no 4.4 of PCC. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private listed company, copy of work order, bill of quantities, bill wise details of payment received certified by Chartered Accountant (C.A), Tax Deducted at Source (TDS) certificates/ Form 26 AS for all payments received and copy of final/last bill paid by client shall be submitted.
7	PCC: Annexure 1 of Part – A – Contract key dates and completion dates Page No. 39 to 45	Replace Key dates mentioned in Annexure -1 of Part A – Contract key dates and completion dates. With Revised Key dates as per enclosed Annexure-1 of Part A.
8	14.7 Time for Payment of Interim Payment Certificates Section-IX: Particular Condition of Contract (PCC)	Replace Payment procedure shall be as under: - The Contractor shall submit preferably the monthly bill for payment to the Engineer. - Immediately after the submission of bill with all relevant documents / enclosures, 80 % amount of the bill shall be released within 7 working days approximately. - The remaining 20% of the bill shall be released after detail scrutiny and subsequent comments / Recommendations by Engineer within 30 days from the date of submission of bill by Contractor. - If any adverse comments regarding the workmanship or the quality of the work done in the previous bill is made by the Engineer, then appropriate and suitable amount shall be recovered from successive bills. - Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.

CORRIGENDUM - 1

Name of Work: "Construction of Bangalore Suburban Rail Project (BSRP) Rolling Stock / Train Maintenance Depot with Administration & Workshop Buildings At Soladevanahalli (Chikkabanawara) including Civil, MEP, Roofing, Signage, Architectural Finishes, STP, External Drainage, Internal Roads, Boundary Wall, construction of At- Grade Formation of Length 1.00 Km (Approximately), Construction of Viaduct for a length Of 400m (Approximately) and other Associated Works between Chikkabanawara Station to Soladevanahalli Depot of Bangalore Suburban Rail Project (BSRP)"

Tender ID:2026_KRIDE_280625_1

		vi) The Employer shall pay to the Contractor the amount certified in each Interim Payment Certificate. Each interim payment certificate will have two components. • Value of the work / goods / services (without taxes / duties levies / cess etc.). • Taxes / duties /levies / cess / GST etc. With <u>Add the following to sub clause 14.7:</u> The Contractor shall submit preferably the monthly bill for payment to the Engineer. Payment procedure shall be as under: (i) Engineer shall, within 02 working days after receiving a Statement & supporting documents under clause 14.3 of PCC, deliver to the Employer, with a copy to the Contractor, an Interim Payment Certificate for adhoc payment of 80% of bill value. After scrutiny and certification by the Engineer for payment of 80% of bill value issued under clause 14.7, the Employer within 04 working days shall make the payment for the certified value. (ii) Engineer shall, within 7 working days of receiving a statement and supporting documents, deliver to the Employer, with a copy to the Contractor, an Interim Payment Certificate showing the balance amount (i.e. 20%) which the Engineer fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer on the Statement if any. The balance amount (i.e. 20%) shall be paid within 05 working days from the certification of interim payment certificate by the Engineer. (iii) If any adverse comments regarding the workmanship or the quality of the work done in the previous bill are made by the Engineer then an appropriate and suitable amount shall be recovered from successive bills. (iv) Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract (v) The Employer shall pay to the Contractor the amount certified in each Interim Payment Certificate. Each interim payment certificate will have two components. • Value of the work / goods / services (without taxes, duties, levies, cess, Royalty etc.). • Taxes, duties, levies, Royalty, cess, GST etc
10	14.2 Advance payment	Replace

CORRIGENDUM - 1

Name of Work: "Construction of Bangalore Suburban Rail Project (BSRP) Rolling Stock / Train Maintenance Depot with Administration & Workshop Buildings At Soladevanahalli (Chikkabanawara) including Civil, MEP, Roofing, Signage, Architectural Finishes, STP, External Drainage, Internal Roads, Boundary Wall, construction of At- Grade Formation of Length 1.00 Km (Approximately), Construction of Viaduct for a length Of 400m (Approximately) and other Associated Works between Chikkabanawara Station to Soladevanahalli Depot of Bangalore Suburban Rail Project (BSRP)"

Tender ID:2026_KRIDE_280625_1

Section-IX: Particular Condition of Contract (PCC)	The recovery of the above Mobilisation advance payments shall be done in respective currencies and shall commence at 12th month and ends at 17th month from the date of commencement which is in 6 equal monthly instalments to recover the whole of Mobilisation advance paid. With The recovery of advances granted under Sub-Clauses 14.2 commences once 15% of the original Contract Price has been paid and shall be completed by the time 85% of the original Contract Price has been paid or by the original Date of Completion, whichever occurs earlier. The total recovery from each Interim Payment Certificate (IPC) shall not exceed 30%. Recoveries shall be effected in the same proportion of currency(ies) in which the advance was originally paid. Add above Advances to be used only for this work Interest in Case of Delay in Repayment of Advances: In case of a delay in the progress and/or completion of Work, as a result of which it is not possible for the Employer to recover the advance, before the original date of completion of Works stipulated in the Contract, then the interest to be charged from the Contractor on the remaining portion of the advance beyond such original completion date specified in the Contract, as detailed here under: (i) "For period(s) for which "Extension of Time" has been granted under clauses (a) to (h) of clause 8.4.1, Interest shall be charged at State Bank of India's Marginal cost of fund based lending rate (MCLR +2%) applicable of 1-year tenure, as prevailing on the last date of original time for completion specified in the contract". (ii) "For all the other period(s) for which "Extension of Time" has been granted under clauses other than the clauses (a) to (h) of clause 8.4.1, Interest shall be charged at State Bank of India's Marginal cost of fund based lending rate (MCLR+2%) applicable of 1-year tenure, as prevailing on the last date of original time for completion specified in the contract plus a penal interest of 3%".
--	--

Name of Work: "Construction of Bangalore Suburban Rail Project (BSRP) Rolling Stock / Train Maintenance Depot with Administration & Workshop Buildings At Soladevanahalli (Chikkabanawara) including Civil, MEP, Roofing, Signage, Architectural Finishes, STP, External Drainage, Internal Roads, Boundary Wall, construction of At- Grade Formation of Length 1.00 Km (Approximately), Construction of Viaduct for a length Of 400m (Approximately) and other Associated Works between Chikkabanawara Station to Soladevanahalli Depot of Bangalore Suburban Rail Project (BSRP)"

Tender

ID:2026_KRIDE_280625_1

Annexure – 1 of Part A – Contract Data

CONTRACT REVISED KEY DATES AND COMPLETION DATE

The contractor shall prepare and submit his detailed Works Programme so as to achieve key dates of various activities on time. The contractor shall complete the work in a phased manner by fixing priorities to different stretches of work to give access to the other interfacing contractors as per the requirement of project from time to time and as per the key dates (milestones) indicated below:

Key Date	Description of Key Date	Time to achieve (in Days from Commencement Date)	Delay Damages for non-achieving the Key Dates
KD1	Submission of Contractor's Work Program for Completion of all Activities	30	0.001% of accepted contract value per day of delay .
KD2	Final submission of detailed work programme incorporating all comments of Engineer	45	0.001% of accepted contract value per day of delay .
KD3	Establishment of Site Office to include provision of Employer's and Engineer's Site offices and Necessary Facilities (including Laboratory) as per Contract.	60	0.001% of accepted contract value per day of delay .
KD4	Completion of 50% of Earthworks in Depot cutting & filling upto final formation level for depot connectivity towards Chikkabanawara (IR Chainage 14/200 to 15/200).	90	0.01% of accepted contract value per day of delay or part thereof
KD5	Completion of Entire Boundary Wall	270	0.01% of accepted contract value per day of delay or part thereof
KD6	Completion of all foundation works for Inspection Bays and Workshop/ Repair Bays	200	0.001% of accepted contract value per day of delay .
KD7	Completion of PEB works for Inspection Bays including installation columns for supporting track and Workshop/ Repair Bays to include at least one Inspection Pits	370	0.001% of accepted contract value per day of delay .
KD8	Access to Track Works Contractor in Depot area for Track Networks for Rolling Out of Priority Corridor to include unloading platform, Test Track, Stabling and Shunting Workshop and Inspection Bays Areas between Chainage	380	0.01% of accepted contract value per day of delay or part thereof
KD9	Shared Access to Designated Contractors (Power Supply and Traction, Signaling and Telecom Contractors) in Depot Area to include cable trenches/ducts/pull pits etc. for their cable laying and other works for Priority Corridor commissioning.	400	0.01% of accepted contract value per day of delay or part thereof
KD10	Completion of all Infrastructure for necessary installation of Auto Coach Wash plant and control room, Emergency rerailling, PWay shed, UG Tank for Pit Wheel Lathe shed.	410	0.001% of accepted contract value per day of delay .
KD11	Completion of Technical Rooms in Administrative building – Depot Control Centre Building BCC and provide access to all Designated System Contractors (technical rooms includes TER, SER, AFC, UPS rooms etc.)	700	0.01% of accepted contract value per day of delay or part thereof
KD12	Completion of all landscaping works and all remaining works as per Contract and ready to Handover	730	0.03% of accepted contract value per day of delay or part thereof

Name of Work: "Construction of Bangalore Suburban Rail Project (BSRP) Rolling Stock / Train Maintenance Depot with Administration & Workshop Buildings At Soladevanahalli (Chikkabanawara) including Civil, MEP, Roofing, Signage, Architectural Finishes, STP, External Drainage, Internal Roads, Boundary Wall, construction of At- Grade Formation of Length 1.00 Km (Approximately), Construction of Viaduct for a length Of 400m (Approximately) and other Associated Works between Chikkabanawara Station to Soladevanahalli Depot of Bangalore Suburban Rail Project (BSRP)"

Tender

ID:2026_KRIDE_280625_1

Note:

1. Any imposition of penalty on account of delay in accomplishing of key dates mentioned above will be waived and penalty amount if deducted will be refunded (without interest) provided the contractor achieves the subsequent key dates (only upon accomplishing/completion of all the preceding key dates). Such achievement of Key dates by the Contractor shall be recommended by Engineer for approval of the Employer. Employer decision is final in this regard.
2. These penalties shall not relieve the Contractor from his obligation to complete the entire work or from any other obligations and liabilities under this Contract.
3. Interfacing, coordination with relevant designated contractors and other agencies for achievement of the Key dates shall be the responsibility of the contractor. The Contractor is also bound to complete and arrange for shared access or otherwise a part/section/portion of the identified work completion before the actual key date as and when decided by the Engineer.
4. Substantial completion is the stage at which primary and essential works are completed to the level where the Designated Contractors can commence the works using the area / structure / facility for its intended purpose without affecting the works of both the Contractors.
5. For each Technical Room or area, the finishes required shall be agreed with respective Systems Contractor, and as a minimum they shall be finished to the degree of substantial completeness confirmed below and in the Employer's requirements. Both the Contractor and Systems Contractor shall sign-off the completeness of the Technical Rooms and submit the record to the Engineer at the time of the issuance of the Permit to Work. In case of any disagreement on level of completeness, the Engineer's decisions shall be final and binding on all the contractors.

Name of Work: "Construction of Bangalore Suburban Rail Project (BSRP) Rolling Stock / Train Maintenance Depot with Administration & Workshop Buildings At Soladevanahalli (Chikkabanawara) including Civil, MEP, Roofing, Signage, Architectural Finishes, STP, External Drainage, Internal Roads, Boundary Wall, construction of At- Grade Formation of Length 1.00 Km (Approximately), Construction of Viaduct for a length Of 400m (Approximately) and other Associated Works between Chikkabanawara Station to Soladevanahalli Depot of Bangalore Suburban Rail Project (BSRP)"

ID:2026_KRIDE_280625_1

Tender

ANNEXURE -A

Surety Bond for Bid Security

(Refer Clauseof ITT)

S.B. No.

Dated:

1. In consideration of you, Bi-RIDE, having its office at..... Bengaluru-560 010, India (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 ofand having its registered office at

..... (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

..... (hereinafter referred to as "the Project") pursuant to the Tender 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 13 of ITT of Bid Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs (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

Name of Work: "Construction of Bangalore Suburban Rail Project (BSRP) Rolling Stock / Train Maintenance Depot with Administration & Workshop Buildings At Soladevanahalli (Chikkabanawara) including Civil, MEP, Roofing, Signage, Architectural Finishes, STP, External Drainage, Internal Roads, Boundary Wall, construction of At- Grade Formation of Length 1.00 Km (Approximately), Construction of Viaduct for a length Of 400m (Approximately) and other Associated Works between Chikkabanawara Station to Soladevanahalli Depot of Bangalore Suburban Rail Project (BSRP)"

Tender

ID:2026_KRIDE_280625_1

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.....

4. This Surety Bond shall be irrevocable and remain in full force for a period of 240 days from the Bid Due Date inclusive of a claim period of 60 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. 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 powers 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 in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorized 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 unrealized.
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 Surety Insurer declares 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 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 240 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 hereunder 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 specific portal created for this purpose.

Signed and delivered by Company

By the hand of Mr./Ms.....it's and authorized official

(Signature of the Authorized Signatory) (Official Seal)

ANNEXURE - B

FORM OF INSURANCE SURETY BOND FOR.....[to be filled as per Note-1]

(Refer Clause)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Surety Insurer)

To,

.....

.....

WHEREAS _____[Name and Address of the Contractor] (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA No. _____for _____[Description of the Contract work to be specified] (hereinafter referred to as "the Contract").

The Contract was awarded by _____ (hereinafter referred to as the "Employer" or "....."), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees.

AND WHEREAS it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Insurance Surety Bond for

2.1 (Performance Security / Mobilization Advance/ Plant & Machinery Advance/ Special Advance/ Retention Money) for the sum specified herein below as security for

2.2 (compliance of the obligations and performance of the Contractor/ such Advance Payment/ Retention Money).

In pursuance to this M/s _____(The Contractor) has requested for issuance of the Insurance Security Bond for the sum of _____[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable].

AND WHEREAS we _____[Name and full address of the Surety Insurer including Email address] having registered office at _____ (hereinafter referred to as the "Surety Insurer "), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, hereby agrees to give the Employer on behalf of the Contractor such a Insurance Surety Bond drawn and payable at Bengaluru branch.

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 Contract, and agrees and undertakes to pay to the Employer, 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 aggregate sum of the Surety Bond Amount as the Employer shall claim, without the Employer 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 Employer, under the hands of an officer not below the rank of General Manager, ... , 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 Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Employer 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 Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Employer or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Surety Bond, the Employer 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 Employer to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.
5. The Employer 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 Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Employer 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 Employer 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 Employer in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
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 Employer on the Surety Insurer under this Surety Bond all rights of the Employer under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
8. The Surety Bond ceases to be in force and effect on **** 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 Employer 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 & the Employer 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 up to the date specified in paragraph 8 above or until it is released earlier by the Employer pursuant to the provisions of the Contract.
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 Bangalore, 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 here under 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 specific portal created for this purpose.

Signed and sealed this.....Day of.....,26.....at.....

SIGNED, SEALED AND DELIVERED For and on

behalf of the Surety Insurer by:

(Signature)

(Name) (Designation)

(Code Number) (Address)

Notes:

1. Any one of the following types of 'Insurance Surety Bond is to be inserted in the heading after the word **'FORM OF INSURANCE SURETY BOND FOR'** according to the purpose:
 - a) **"PERFORMANCE SECURITY"**
2. In Para-2, insert from the bracket the appropriate option according to the type^{2.1} and purpose^{2.2} of the Insurance Surety Bond to fill in the blanks.
3. The stamp paper of appropriate value shall be purchased in the name of the Surety Insurer, who issues the "Insurance Surety Bond".
4. The Insurance Surety Bond to be submitted shall be got issued from an IRDA approved Surety Insurer