SECTION-3

QUALIFICATION INFORMATION & BIDDING FORMS

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SECTION-3: QUALIFICATION INFORMATION & BIDDING FORMS

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A. QUALIFICATION INFORMATION/BIDDING FORMS

1. QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 2 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer

Place of Registration: _____[Attach copy] Principal place of business: _____[Attach Copy]

Total value of construction works executed and payments received in the following five Financial Years (₹ In Crores) (attach certificate from Statutory Auditors)
2021-2022: _____
2022-2023: _____
2023-2024: _____
2024-2025: _____
2025-2026:_____

1.2 Work performed as Contractor (in the same name) on works of similar nature over during the five financial years specified at 1.1 above. (Refer Para 3.2 b (I) of section: 2 ITT).

Refer Para 3.2 b (I) of section: 2 ITT).

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract ₹. Cr.	Date of Issue of Work Order	Specified Period of Completion	Actual Date of Completion	If Partner in a JV, Specify Participation in Total Contract Amount	Remarks Explaining Reasons for Delay in Completion of Work
1	2	3	4	5	6	7	8	9	10

Notes:

1. If the qualifying work of similar nature is done by a joint venture/, then Value shall be considered as per percentage participation by the member(s) in that joint venture/.

1.3 Value of similar nature of work completed shall be updated to 2024-25 price level as per table given below.

Financial year	2021-22	2022-23	2023-24	2024-25	2025-26
Indian Currency					

For completed works, the value of work done shall be updated to **FY 2025-26** price level assuming 10% inflation for Indian rupees every year or part thereof up to the month previous to the Bid submission month. Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: Bids will be compared in Indian Rupees only. The exchange rate of foreign currency shall

be applicable 28 days before the tender submission date. For conversion of foreign currency to Indian Rupee exchange rates published by Financial Benchmarks Private limited (www.fbil.org.in) 28 days before the date of bid submission will be considered. In case, the particular day happens to be a holiday, the exchange rate published on the next working day will be considered. In case of works in foreign currency, the effect of inflation is considered as included, as the exchange rate prevailing 28 days before tender submission is being considered for conversion to Indian Rupees.

The bidder shall attach a copy of the Certificate(s) issued by the employer in support of the information being furnished in the above form, failing which the claim of the bidder shall be liable to be rejected (in case of experience as a sub-contractor, the employer shall be the owner of the Project who has engaged the main Contractor).

_____

(SEAL AND SIGNATURE OF THE BIDDER)

1.4 Quantities of work executed as contractors (on the same name) during the five financial years as mentioned below.

Year	Name of Work	Name of Employer	Quantity of work performed (As mentioned in Qualification of the Tenderer Clause 3.2)				Remarks (Indicate contract Reference Contract no., Award Date, Completion Date, Role in Contract, Total Contract Amount, JV Participation Proportion)
			civil/ structural construction works of minimum 03 (three) Elevated/At-grade/ Underground stations	Deleted	Deleted	Detailed Design Experience	
2021-2022							
2022-2023							
2023-2024							
2024-2025							
2025-2026							

Note:

1. Copy of Certificate(s) issued by the employer in support of the information being furnished above, shall be attached with each respective form, as per detailed requirements indicated in clause 3.2 (c) of section of 2 failing which the claim of the bidder shall be liable to be rejected (in case of experience as a sub-contractor, the employer shall be the owner of the Project who has engaged the main Contractor).

(SEAL AND SIGNATUREOF THE BIDDER)

_____

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going work:

Description of Work	Place &State	Contract No. & Date	Name and Address of Employer	Value of Contract (₹. in Crores)	Stipulated Period of Completion	Value of Works Remaining to be Completed (₹. In Crores) (Attach Certificate from	Anticipated Date of Completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which Tenders have already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated Value of Works (₹. In Crores)	Stipulated Period of Completion	Date when Decision is Expected	Remarks if Any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.6 The items of equipment are considered essential for successfully carrying out the work. The Tenderer should furnish all the information listed below. (The item of the equipment required nos. and capacity should match those specified in ITT clause 3.3(a)

Item of Equipment	Requirement			Owned and Available no's / Age / Capacity /Condition	Remarks (The details of hired/leased Equipment Details to be Indicated)
	Nos.	Capacity	Owned		

Undertaking

I/We do hereby confirm that the above-mentioned plant and equipment shall be deployed for the work on own/hired/lease basis in accordance with clause 3.3 (a) of ITT section-2.

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor reports for the five years (FY 2021-22 to 2025-26).

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9 Name, address, telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): Cash in hand, Letter of Credit etc. List them and attach certificate from the Banker in the suggested format given in Section 3, Form No.CL3 & CL4.

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and Address)	Experience of Similar Works (Attach Certificates from the Respective Employers)	Remarks (Undertaking from Specialist Subcontractors to be Provided as per Form CL-2)

1.12 Information on litigations in which the Tenderer is involved:

Litigation History

(This has reference to Eligibility cum Qualification Criteria document.)

Name of Tenderer or member of Joint Venture: -

Sl. No.	Name of the Employer/ Client	Name of the Work	No. of Cases in the Work	Cause of Litigation/ Arbitration/ Details of Disputes	Year	Litigation/ Arbitration Initiated by	Award in Favor of Tenderer / Client	Disputed Amount	Remarks Showing Present Status

Note: Tenderers, including each of the partners of a Joint Venture should provide information on any history of litigation or Arbitration resulting from contracts executed in the 05 years and ending last day of the month previous to the month of bid submission. A separate sheet should be used for each partner of a Joint Venture.

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be

adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

APPROACH & METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT

Name of Project: "_____"

The approach and methodology will be detailed precisely under the following topics:

1. Understanding of the assignment
2. Work Breakdown structure/ Work plan.
3. Composition of the Team
4. Organizational set up/ Construction methodology for execution of the work as outline in Section 8A.
5. Documentation and procedures to be prepared, adopted and furnished to Bi-RIDE (Bengaluru Integrated Rail Infrastructure Development Enterprise Limited).
6. Reporting Procedure
7. Sourcing of Material

Note:

i. The approach and methodology shall be precise and relevant to the assignment. Bar charts shall be included.

B) ADDITIONAL QUALIFICATION INFORMATION / BIDDING FORMS

Form: PS1

LETTER OF TECHNICAL BID

Date_____

Invitation for Bid No.: _____

To,

_____

We, the undersigned, declare that:

(a) We have examined and have no reservations for the Bidding Documents, including Addenda issued in accordance with Instructions to Tenderer (ITT).

(b) We offer to execute the Works in conformity with the Bidding Documents.

(c) Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(d) If our bid is accepted, we commit to obtain performance security in accordance with the Bidding Documents.

(e) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements stipulated in Section 8A: Works Requirements.

(f) If our bid is accepted, we commit to submit work method statements for all major activities and get these approved from the engineer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements and KEY DATES without any deviations and delay in completion.

(g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITT clause 2.4.

(h) We declare that we are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITT clause 2.2, other than alternative offers submitted in accordance with ITT clause 14.

(i) We declare that we are not liable to be disqualified in Accordance with ITT clause 2.5, and we are enclosing the affidavit for the same as per the Performa given in the bid document.

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(k) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and invocation of bid security declaration, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

(l) We understand that we will be considered for participating for which we have submitted the bid security (ies) declaration form, and we will be considered for award, subject to fulfilling the eligibility criteria as given in bidding document.

(m) If our bid is accepted, we opt to take payment into the bank account, nominated by us.

(n) We declare that the submission of this bid confirms that no agent, middleman, or any intermediary has been, or will be engaged to provide any services or any other item of work related to the award and performance of this contract. We further confirm and declare that

no agency commission or any payment which may be construed as an agency commission has been, or will be, paid, and that the bid price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our bid to be noncompliant and if the contract has been awarded to declare the contract null and void.

(o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(p) A Power of Attorney to sign and submit this letter is attached.

(q) Having inspected the site, examined the complete bid document including Employer's requirements, Conditions of Contract, Special Conditions of Contract, Particular Conditions of Contract, Technical Specifications, Safety, Health & Environment (SHE) Manual, Eligibility Cum Qualification Criteria, Instructions to Bidder and Addenda/Corrigendum etc., thereto (if any) for above mentioned work and prepared the bid entirely in accordance with all the requirements of the bid document and agree entirely with them.

(r) We hereby confirm that we have visited the sites of work and have become conversant with the local conditions of working.

(s) For the purpose of your evaluation, study, review and decision-making we are ready to let you inspect our business premises / site, etc.

(t) We authorize Bi-RIDE or any of their authorized representatives to approach, enquire, verify and check the matter furnished in our submission with the concerned client / owner of the Project / Contract and the concerned Banker of reference provided by us.

(u) We undertake to hold in confidence all documents and information whether Technical or Commercial supplied to us at any time by or on behalf of Bi-RIDE in connection with this bid and without your written authority or as otherwise required by law not to publish or otherwise disclose the same.

(v) If our bid is accepted, we agree to establish our project office in Bengaluru and also the project offices and site offices fully furnished for Employer and Engineer within the time limits and as per the conditions specified in the bid document.

(w) We have submitted the Statement of Integrity, Eligibility, Social, and Environmental Responsibility signed and abides by the same.

(x) We understand that this Bid shall be governed by and construed in all respects according to the laws for the time being force in India and that the courts at Bengaluru will have exclusive jurisdiction in the matter.

(y) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"

(z) We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

(aa) We confirm and declare that by virtue of our signature below, to the best of knowledge and belief, that the information provided by us as required in this Bid Document, all supporting and explanatory information is truthful and exact.

Name

_____

_____In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____ Date: ___

(SEAL AND SIGNATURE OF THE BIDDER)

Form: PS 2

LETTER OF PRICE BID

(To be separately given for on the Letter head of the Firm)

(Centre of E-governance has disabled submission of documents pertaining to financial proposal in e-portal. Bidders are requested to enter the Financial Proposal in the respective cell provided in the e-portal. This format of Financial Proposal is only for reference).

Date_____

Invitation for Bid No_____

To,

_____

We, the undersigned, declare that:

(a) We have examined and have no reservations for the Bidding Documents, including Addenda issued in accordance with Clause no. 9, Section 2 Instructions to Bidders (ITB).

(b) We offer to execute the Work in conformity with the Bidding Documents.

(c) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(d) The total price of our Bid is indicated in the price schedule on the e-procurement portal.

(e) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of_____

Date: _____

Seal:

Form: PS 3

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE BID

(To be separately given for each package)

*(*To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder*) ***

I _____(Name and designation*) ***_____appointed as the attorney/authorized signatory of the bidder (including its constituents), M/s. _____ _____(hereinafter called the bidder) for the purpose of the Bid for the work of _____as per the bid No.__of Bi-RIDE, do hereby solemnly affirm and state on behalf of the bidder including its constituents as below:

*1. That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Railways or by Bi-RIDE at any time and/or no such blacklisting is in force as on the deadline for submission of bids.

*2. That none of the previous contracts of the bidder or any of its constituents had been terminated/ rescinded for Contractor's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Bangalore Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE) during the period of last 3 years before the deadline for submission of bids.

(Add Proviso of Clause 2, (ITT) suitably, if any Contract was so terminated).

*3. The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by Bi-RIDE due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed L.D. has exceeded 5% of the contract price] and there are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and Bi-RIDE has acceded to the same in the interest of the project and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.

4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor is such a case pending before any Court on the deadline of submission of the bid.

*5. That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of any Government Department or by Ministry of Railways or by Bi-RIDE as on the deadline for submission of bid.

6. We declare that the bidder or any of its constituents have not either changed their name or created a new business entity. Consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.

7. We declare and certify that balance sheets for five financial years including that for the latest concluded financial year are being submitted.

OR

We declare and certify that balance sheet for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for five financial years ignoring the concluded latest financial year.

(# - Delete whichever is not applicable*) ***.*

8. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
9. We declare that the information and documents submitted along with the bid by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
10. We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our IBN changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security declaration form shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings up to a period of five years.
11. We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we [insert name of the bidder]** and all our constituents understand that we shall be liable for banning business dealings up to a period of five years.
12. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
13. We also understand that our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon us.
14. We declare that the information and the document submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
15. We undersigned that if the certificate regarding Eligibility Criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years in Bi-RIDE. Further, we (Insert name of the Tenderer) **_____ And all our constituents understand that our offer shall be summarily rejected.
16. We also understand that if the certificate submitted by us is found to be false/forged or incorrect at any time after the award of contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and performance guarantee besides any other action provided in the contract including banning business for five years in Bi-RIDE.

(SEALAND SIGNATURE OF THE BIDDER)

Verification:

We above-mentioned tenderers hereby solemnly affirm and verify that the contents of our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

(SEAL AND SIGNATURE OF THE BIDDER)

*Modify the contents wherever necessary, in terms of sub-clause 2 ITT.

** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.

Attestation before Magistrate/Public Notary

Form – BDF/1

FORMAT OF BID SECURITY (BANK GUARANTEE)

WHEREAS_____having its registered office at_____ (hereinafter called the Bidder) has submitted his bid dated for the work _____ (hereinafter called "the Works") KNOW ALL PEOPLE by these presents that we,_____ having its registered office at_____(hereinafter called the Bank) are bound unto the Managing Director, Bangalore integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE), Bengaluru (hereinafter called "the Employer") in the sum of ₹.____ _____ (Rupees_____) For which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents; SEALED with the Common Seal of the said Bank this day_____

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If after Bid opening the Bidder withdraws his Bid during the period of Bids validity specified in the Form of Bid.

OR

(2) If the Bidder has been notified of the acceptance of his Bid by the Employer during the period of Bid Validity.
   a. Fails of confuses to execute the form of Agreement in accordance with the instructions to Bidders, if required; or
   b. Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidders; or
   c. Does not accept the correction of the Bid Price pursuant to clause 24.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the conditions of one or both of the two conditions, specifying the occurred condition or conditions.
This Guarantee will remain in force up to and including the date 225 days after the deadline for submission of bids as such deadline is stated in the instructions to Bidders of as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE_____

SIGNATURE OF THE BANK_____

WITNESS_____

SEAL_____

Form: JV/1

(NOT APPLICABLE)

Form: JV/2

(NOT APPLICABLE)

Form: JV/3

(NOT APPLICABLE)

Form: JV/4

(NOT APPLICABLE)

BIDDERS QUALIFICATION

To establish its Qualifications to perform the contract in accordance with Section 2 (Qualification Information) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

To establish its qualifications to perform the contract in accordance with Section 2 (Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's Legal Name	
Bidder's Country of Constitution	
Bidder's Year of Constitution	
Bidder's Legal Address in Country of Constitution	
Bidder's Authorized Representative (Name, Address, Telephone Numbers, Fax Numbers, e-mail Address)	
Bidder's Bank Details: Name of the Bank and branch: Account Number: IFSC code: Bank's Contact Number and Fax Number: PAN: GST Registration No:	

The bidder shall attach copies of the following original documents with the form:

1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITT clause 2.
2. Authorization to represent the firm or JV named in above, in accordance with ITT clause 14.
3. In case of JV, JV agreement, in accordance with ITT clause 2.

_____

(SEAL AND SIGNATURE OF THE BIDDER)

FORM ELI - 2: JV INFORMATION SHEET

DELETED

FORM FIN-1: FINANCIAL SITUATION

(Each Bidder or each member of a JV must fill in this form separately)

NAME OF BIDDER/JV PARTNER

Sl. No.	Description	Financial Data for 5 Financial Years [Indian National Rupees]				
		Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
1	Total Assets					
2	Current Assets					
3	Total Liabilities					
4	Current Liabilities					
5	Net Worth [= 1 – 3]					
6	Working Capital [= 2 - 4]					
7	Profit Before Tax (PBT)					

1. The bidder shall attach copies of the following original documents with the form Copies of the audited balance sheets, including all related notes, and income statements for the five years, as indicated above, complying with the following conditions.
   i. All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
   ii. Historic financial statements must be audited by a certified practicing Charted accountant.
   iii. Historic financial statements must be complete, including all notes to the financial statements.
   iv. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Contents of this form should be certified by a Statutory Auditor/Practicing Chartered Accountant
   i. In the event that the audited accounts for the latest concluded Financial Year are not available, the Bidder shall submit an affidavit certifying that "The Balance Sheet has actually not been audited so far" and furnish provisional balance sheet of the financial year duly certified y Statutory Auditor/Practicing Charted Accountant. In case the bidder submits audited financial information for the last six or more years, only the figures for the five years (from FY 2020-2021 to FY 2024-2025) shall be considered for evaluation.
   ii. Financial data for last five financial years from FY 2021-2022 to FY 2025-2026 has to be submitted by the bidder along with audited balance sheets. The financial information of the Bidder must be certified (statutory Auditor/Practicing Charted Accountant) of the company appointed under the companies' Act.
   iii. In case any discrepancy in data is found between the balance sheet and the financial information submitted, the data as available in the balance sheet will be considered.
   iv. Deleted.
   v. In case the company's financial year is from Jan 2021 to Dec 2021, then it will be considered under financial year 2021 – 22. Similar procedure will be applicable for other financial years also.

(SEAL AND SIGNATURE OF THE BIDDER)

_____

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

_____

(Signature of Statutory Auditor/ Practicing Charted Accountant)

Name of Statutory Auditor/Practicing Charted Accountant):_____

Registration No: _____

_____

(Seal)

FORM FIN-2: ANNUAL CONSTRUCTION TURNOVER FOR THE 5 FINANCIAL YEARS.

NAME OF BIDDER

Sl. No.	Year	Annual Turnover	Multiplying Factor	Updated Annual Turnover
		INR	INR	INR
1	2021-2022			
2	2022-2023			
3	2023-2024			
4	2024-2025			
5	2025-2026			

For Foreign Currency

Annual Turnover Data for the 5Financial Years. (Construction Only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Construction Turnover for 5 Financial Years.			

1. The information supplied shall be substantiated by data in the audited/provisional balance sheets and profit and loss accounts for the relevant years and submitted as attachments to form Fin-1 in respect of the bidder or all partners constituting the bidder.
2. Contents of this form should be certified by a Statutory Auditor/Practicing Charted Accountant.
3. In the event that the audited accounts for the latest Financial Year are not available, the Bidder shall furnish information from the provisional Balance Sheet of the latest financial year.
4. Exchange rate for the above shall be rate on the date of the Balance Sheet. For conversion of foreign currency to Indian Rupees exchange rates published by Financial Benchmarks Private limited (www.fbil.org.in)

_____

(SEAL AND SIGNATURE OF THE BIDDER)

FORM FIN-3: CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Contract Commitments

Sl. No.	Description of Work	Contract No. & Date	Name & address of Employer, Tel. /Fax/Email	Value of Contract in INR	Stipulated Period of Completion	Value of Balance Work	Anticipated Date of Completion
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
Total							

For calculation of 'Updated contract value" in column 5 above, assume inflation as per multiplying Factors given.

1. Bidders should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a certificate of completion is yet to be issued.
2. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. For conversion of foreign currency to Indian Rupee exchange rates published by Financial Benchmarks Private limited (www.fbil.org.in) 28 days before the date of bid submittal will be considered. In case the particular day happens to be a holiday the exchange rate published on the next working day will be considered. In case of works in foreign currency the effect of inflation is considered as included, as the exchange rate prevailing 28 days before tender submission is being considered for conversion to Indian Rupees,
3. Content of this form should be certified by a Statutory Auditor/Practicing Chartered Accountant

Note: Enclose Certificate(s) from Engineer(s) In charge (not below the rank of Executive Engineer) for Value of outstanding work. In case it is not feasible to furnish certificate from all the units the bidder should record the following certificate on Fin 3:

"Certified that current commitments on all the contracts that have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly. It is further certified that if later on the employer discovers that information provided in the table is incorrect then the employer will treat our bid invalid, and it will be liable for rejection"

_____

(SEAL AND SIGNATURE OF THE BIDDER)

FORM NO. 1

DELETED

FORM NO. 2

CHECKLIST FOR CLAUSES PERTAINING TO SUMMARY REJECTION OF BID

We, the undersigned, declare that we have read and understood the content of ITT clauses section: 2 mentioned below. We also understand that our bid shall be summarily rejected in case we fail to comply with the requirements of the undermentioned clauses:

ITT Clause No. Section 2	Reason for Summary Rejection	Form No.
2.5	Non-submission of Affidavit	Form PS-3
11.5 & 22	Non-submission of immediate information to the Employer in case Bidder ceases to fulfill eligibility in terms of ITT.	-
ITT	Letter of Technical Bid	Form PS-1
11.5	Quoting more than one Lump sum Amount for any Schedule	Price schedule-Section:9
11.5	Non-Submission of the Letter of Price Bid (LPB)	(Form:PS-2)
13	Bid not Accompanied with bid Security	(BDF/1)
14	Bid not Accompanied with Power of Attorney / General Power of Attorney to Sign on Behalf of the Bidders	JV/1/2/3

(SEAL AND SIGNATURE OF THE BIDDER)

Form: 3 - C 1

FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER ALONGWITH THE BID

*(*On the letter head of the Firm*)*

We/I, _____, having registered office at _____ do hereby certify that "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached.)"

Dated this ____day of _____, 2026

For: _____

Authorized Signatory Signature: _____

Full Name: _____

Place: _____

(**SEAL AND SIGNATURE OF THE BIDDER**)

FORM:3-C2

FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER ALONGWITH THE BID FOR SUBCONTRACTING

(On the letter head of the Firm*)*

We/I,_____, having registered office at _____ do hereby certify that "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority and will not sub-contractor any work to a contractor from such countries unless such contractor is registered with the competent Authority. I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration the Competent Authority shall be attached.)"

Dated this day of , 2026

For- _____

Authorized Signatory Signature _____

Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER)

FORM 4

DELETED

FORM 5

KEY PERSONNEL FOR THE WORK

MINIMUM QUALIFICATION AND EXPERIENCE REQUIRED FOR KEY PERSONNEL TO BE DEPLOYED FOR THE WORK.

The Tenderer must demonstrate that it will have a suitably qualified Sr. Engineer and suitably qualified (and in adequate numbers) Key Personnel and Non-Key Personnel, as described in the table below.

The Tenderer shall provide details of the Sr. Engineer and Key Personnel and Non- Key Personnel that the Tenderer considers appropriate to perform the Contract, together with their academic qualifications and work experience.

Sl. No.	Key Personnel	Qualifications & Total experience	Particular Experience (Minimum requirement)	Minimum Number of Personnel Required	Name of the key Personnel Proposed	Qualification	Total Number of Years of Experience	Number of Years in Similar Works Experience
1	Sr. Engineer	Engineering Graduate in Electronics/Elect.	Min. 3 years' Experience in construction of EI/RRI/PI	1				
2	Supervisor	Diploma in Electronics/Elect.	Minimum 3 years' experience in construction of EI/RRI/PI	1				
3.	Wiremen + 4 Assistants	ITI in Electronics/Electrical	Minimum Experience of 5 years.	2 Wiremen + 4 Asst. Wiremen per station during Pre NI & NI				
For further details of key personnel CVs to be submitted along with bid is as per Clause 3.3 (c) of Section 2 ITT								

Note:

1) Further details to be updated as per clause 3.3 (c) of section 2 ITT.

(Signature)

(Name of Signatory) ……

(Capacity of Signatory) ……

Seal……

FORM 6

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:
Name of Firm:
Name of Staff:
Profession:
Date of Birth:
Years with Firm/Entity: Nationality:
Membership in Professional Societies:
Detailed Tasks Assigned:
Key Qualifications:
[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of
responsibility held by staff member on relevant previous assignments and give dates and locations]

Education:
[Summarize college/university and other specialized education of staff member and degrees obtained.]

Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. Also give types of activities performed and client references, where appropriate.]

Period	Name of Employing Organization	Name of the Project	Title / Position	Activity performed	Location of the Assignment

Languages:
[For each language, indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]
Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:
[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of Staff Member: _____ Full name of the Authorized Representative: _____

FORM 7

POWER OF ATTORNEY (POA) FOR SUBMITTING BID
(FOR SINGLE ENTITY/SOLE BIDDER ONLY)

Know all men by these presents, we _____. (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project, including signing and submission of all documents and providing information/responses to Bi-RIDE, representing us in all matters before Bi-RIDE, and generally dealing with Bi-RIDE in all matters in connection with our Bid for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

_____

(Signature)

(Name, Title and address) of the Person issuing the POA.

Note

(i) The bidder should submit the notarized Power of Attorney.

(ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

(iii) The bidder should submit following additional document in support of the POA as case-to-case basis:

a) Proprietorship Affidavit in case of Proprietary bidder.
b) Partnership deeds in case of partnership bidder.
c) Board Resolution in case of a Public/Private limited company.
d) Memorandum & Article of Association in case of a Public/Private limited company.
e) Board Resolution in case of a Limited Liability Partnership.

FORM CL-2

UNDERTAKING FROM NOMINATED / IDENTIFIED SUB-CONTRACTOR (REFER CLAUSE OFEQC)

(On the Letterhead of Nominated/Identified Sub-Contractor)

I/We,_____(Legal Name of Nominated/Identified Subcontractor) hereby confirm that we are associating with _____(Legal name of the bidder) for the work of_____(Name of work as stated in Invitation for Bids {IFB}), for the key activity stated in clause 3.2 (c)/(d)of ITT (if applicable).

I/We hereby undertake that in case M/s_____(Legal name of the bidder) are awarded the work of _____(Name of work as stated in Invitation for Bids {IFB}), the key activity stated in clause 3.2 (c)/ (d) of ITT shall be undertaken by us as per bid conditions (if applicable).

SIGNATORY OF NOMINATED/IDENTIFIED SUBCONTRACTOR

STAMP & SIGNATURE OF AUTHORISED
SIGNATORY OF BIDDER

FORM CL-3

AVAILABILITY OF FINANCIAL RESOURCES (SECTION-2, ITT CLAUSE 3.3 (B))

Bidders must demonstrate sufficient financial resources, comprising of Working Capital supplemented by credit line statements or overdraft facilities to meet the Bidder's financial requirements for

a) its current contract commitments, and
b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture

Partner's name:

Joint Venture Partner: __

Financial Resources		
No.	Source of financing	Amount (equivalent)
1	Working Capital	
2	Credit Line	
Total Available Financial Resources		

To be considered, Credit Line must be substantiated by a letter from the bank issuing the line of credit, specific to the subject contract, as prescribed. Any letter or document not complying with this requirement shall not be considered as supplementary financial resources.

Note:
In case the financial statement data is other than Indian Rupees, the equivalent Indian Rupees with the exchange rates as defined in the Section-2, ITT.

FORM CL-4

EVIDENCE OF AVAILABILITY OF CREDIT LINE FINANCIAL RESOURCES (SECTION-2 ITT, CLAUSE: 3(B))

[Each Bidder must fill out this form to demonstrate financial resources comprising credit line statements or overdraft facilities.*]*

Project Name:
Bidding Package Name and Identification Number: _____*(*to be filled in as indicated in ITT 1*)*
_____

BANK CERTIFICATE

This is to certify that M/s _____is a reputable company with good financial standing.
If the contract for the work_____is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of ` _____ _____to meet their working capital requirements for executing the above contract.

__Sd.____
Name of Bank: _____
Senior Bank Manager_____
Address of the Bank_____

[In case of Joint Venture, change the text as follows:]

This is to certify that M/s _____, who has formed a Joint Venture with M/s _____and M/s _____for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely_____ is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of ₹._____to M/s _____to meet their working capital requirements for executing the above contract.

FORM EXP-1

WORK EXPERIENCE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

(Issued for the purpose of Quoting in Bi-RIDE tenders)

M/s/Sri _____(Name and address of the contractor) is a working contractor of this unit and was awarded the following work. The relevant details of the work are as under:

Sl. No	Description	Details
1	Name of work	
2	Acceptance Letter No and Date	
3	Agreement Number, Date and Name of the Agency	
4	Agreement Value in Rupees (in words and figures)	
5	Due Date of Completion	
6	Actual Date of Completion of Work	
7	Value of Final Bill if Passed (in words)	
8	Work Completed but Final Measurements Not Recorded. a) Amount Paid so far as in CC bill No.	
9	Work Completed. Final Measurements Recorded with Negative Variation a) Amount so far Paid as in CC bill No.	
10	Work Completed. If Final Measurements Recorded with Positive Variation which is not Sanctioned yet. Original Agreement Value of Last Sanctioned Agreement Value whichever is Lower.	
11	Scope of work (Broad category of Works i.e., the Name of the Work in the Agreement on which Work is	
12	Details of Values of Major Components/ Works Executed in the Completed Work.	

Note:

The Certificate to satisfy similar work should be signed by an officer not lower than JAG officer in Railways and Executive Engineer rank or equivalent grade in other department of Govt. of India/State Government/PSUs of Government of India / State Undertaking and Competent Authority of Public Listed Company.

Signature:

_____

Name of Officer:

Designation:

Address:

Office Seal:
Phone/FAX No.:
Date:

Surety Bond for Bid Security

(Refer Clause 13.7 of 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 of ……and 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

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)

FORM OF INSURANCE SURETY BOND FOR PERFORMACE GUARANTEE

(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 herby 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)