

Corrigendum No. VII

Name of work: Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 (New No.- NH-4) connecting South Andaman & Baratang Islands in the Union Territory of Andaman & Nicobar Islands.

Consequent upon the transfer of above project to National Highways & Infrastructure Development Corporation Limited (NHIDCL) by the Ministry of Road Transport & Highways, the necessary amendments to the Bid Documents are being mentioned here below. It is further informed that the bids will be uploaded on the e-tendering portal of the Ministry, i.e. <https://morth.eproc.in>. However, hard copy of requisite documents is to be submitted at NHIDCL HQ. The e-tendering portal service provider shall remain the same i.e. C1 India Pvt. Ltd in respect to the subject project. Bid details can also be seen now on NHIDCL website www.nhidcl.com.

RFP Document			
Sr. No	Clause No.	Existing Provision	Modified Provision
1.	Cover Page, Notice Inviting RFP (Heading)	Ministry of Road Transport & Highways	National Highways and Infrastructure Development Corporation Limited

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RFP Document

Sr. No	Clause No.	Existing Provision	Modified Provision
2.	Notice Inviting RFP - Para-2	<p>The Ministry of Road Transport & Highways, Government of India represented by Director general (Road Development) & Special Secretary, Transport Bhawan, 1 Parliament Street New Delhi 110001 is engaged in the development of National Highways and as part of this endeavour, it through Andman PWD has decided to undertake Construction of Major Bridge over Humphrey Strait Creek between Km. 129.420 to Km. 130.600 of NH-223 (New No. NH-4) connecting Middle & North Andaman Islands in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Basis. The Ministry now invites bids from eligible contractors for the following project:</p>	<p>National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), PTI Building, 4, Parliament Street, New Delhi 110001 under the aegis of Ministry of Road Transport & Highways is engaged in the development of National Highways and as part of this endeavour, has decided to undertake Construction of Major Bridge over Humphrey Strait Creek between Km. 129.420 to Km. 130.600 of NH-223 (New No. NH-4) connecting Middle & North Andaman Islands in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Basis. The National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) represented by Managing Director invites bids from eligible contractors for the following project:</p>

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3.	<p>Notice Inviting RFP - Para-3</p> <p>The complete BID document can be viewed/downloaded from official portal of MoRTH http://www.morth.nic.in or e-procurement portal of MoRT&H http://www.morth.eproc.in from 11.01.2016 to 29.07.2016 (upto 15:00 Hrs. IST). Bid must be submitted online only at http://www.morth.eproc.in on or before 29.07.2016 (upto 15:00 hours IST). Bids received online shall be entertained. However, Bid Security, document fee, Power of Attorney and joint bidding agreement shall be submitted physically by the Bidder on or before 29.07.2016 (at 15:30 hours IST). Please note that the Ministry/ Authority reserves the right to accept or reject altogether any of the BIDs without assigning any reason whatsoever</p>	<p>The complete BID document can be viewed/downloaded from official portal of MoRTH i.e. http://www.morth.nic.in or e-procurement portal of MoRT&H i.e. http://www.morth.eproc.in from 11.01.2016 to 07.10.2016 (upto 15:00 Hrs. IST), & also on NHIDCL website i.e. http://www.nhidcl.com upto 07.10.2016. Bid must be submitted online only at http://www.morth.eproc.in on or before 07.10.2016 (upto 15:00 hours IST). Bids received online shall be entertained on 07.10.2016 (at 15:30 hours IST). Bid through any other mode shall not be entertained. However, Bid Security, document fee, Power of Attorney and joint bidding agreement shall be submitted physically by the Bidder on or before 07.10.2016 (at 15:00 hours IST). Please note that the NHIDCL reserves the right to accept or reject altogether any of the BIDs without assigning any reason whatsoever.</p>	
4.	<p>Notice Inviting RFP</p> <p>Superintending Engineer(B)II-S&R (B), MoRT&H, IAHE Campus, A-5, Sector-62, Noida e-mail: sgarg1970@gmail.com</p>	<p>Sandeep Kumar General Manager (Technical-I) National Highway & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001 Ph. 011-23711101 Email: gmt1nhidcl@gmail.com</p>	
5.	<p>Introduction-Heading</p> <p>Ministry of Road Transport & Highways</p>	<p>National Highways and Infrastructure Development Corporation Limited</p>	

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RFP Document

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6.	Clause 1.1.1	<p>The President of India through the Ministry of Road Transport & Highways, , Government of India represented by Director general (Road Development) & Special Secretary, Transport Bhawan, 1 Parliament Street New Delhi 110001(the "Authority") is engaged in the development of National Highways and as part of this endeavour, the Authority through Andaman PWD has decided to undertake Construction of Major Bridge over Humphrey Strait Creek between Km. 129.420 to Km. 130.600 of NH-223 (New No. NH-4) connecting Middle & North Andaman Islands in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Contract, and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded. A brief description of the project may be seen in the Information Memorandum of the Project at the Authority's website http://www.morth.eproc.in. Brief particulars of the Project are as follows</p>	<p>The National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) represented by Managing Director, PTI Building, 4 Parliament Street, New Delhi 110001 (the "Authority") is engaged in the development of National Highways and as part of this endeavour, the Authority has decided to undertake Construction of Major Bridge over Humphrey Strait Creek between Km. 129.420 to Km. 130.600 of NH-223 (New No. NH-4) connecting Middle & North Andaman Islands in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Contract, and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded. A brief description of the project may be seen in the Information Memorandum of the Project at the website http://www.nhidcl.com or at the e-procurement portal of MoRT&H http://www.morth.eproc.in. Brief particulars of the Project are as follows</p>

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RFP Document

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7.	Clause 1.1.3	<p>The scope of work will broadly include rehabilitation, upgradation and augmentation of the existing carriageway to two-lane with paved shoulders standards with construction of new pavement, rehabilitation of existing pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc and maintenance of the Project during the Defect Liability Period, which shall be 4 (four) years.</p>	<p>The scope of work will broadly include construction of new pavement in Bridge approaches and construction of major bridge, road intersections, drains, etc and maintenance of the Project during the Defect Liability Period, which shall be 4 (four) years.</p>

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8.	Clause 1.3	<p style="text-align: center;">Schedule of Bidding Process</p> <p style="text-align: center;">The Authority shall endeavour to adhere to the following schedule:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sl. 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9.	Clause 2.1.6" Pay & Accounts Officer, MoRT&H, New Delhi" payable at New Delhi."National Highways and Infrastructure Development Corporation Ltd." payable at New Delhi
10.	Clause 2.11.1 Technical Bid (g)	DD for Rs. 25,000 (Rupees Twenty five thousands) in favour of "Pay & Accounts Officer, MoRT&H, New Delhi" payable at New Delhi towards cost of Bid document	DD for Rs. 25,000 (Rupees Twenty five thousands) in favour of "National Highways and Infrastructure Development Corporation Ltd." payable at New Delhi towards cost of Bid document.
11.	Clause 2.11.2 (e)	Original DD for Rs. 25,000 (Rupees Twenty five thousands) in favour of "Pay & Accounts Officer, MoRT&H, New Delhi" payable at New Delhi towards cost of Bid document.	Original DD for Rs. 25,000 (Rupees Twenty five thousands) in favour of "National Highways and Infrastructure Development Corporation Ltd." payable at New Delhi. towards cost of Bid document
12.	Clause 2.11.4	Each of the envelopes shall be addressed to: ATTN. OF: DESIGNATION: The Superintending Engineer(B)II-S&R, MoRT&H ADDRESS: IAHE Campus, A-5, Sector-62, Noida E-MAIL ADDRESS: sgarg1970@gmail.com	Each of the envelopes shall be addressed to: ATTN. OF: Sandeep Kumar, NHIDCL DESIGNATION: General Manager (Technical-I) ADDRESS: 3 rd Floor, PTI Building, 4, Parliament Street, New Delhi E-MAIL ADDRESS: gmt1@nhidcl.com

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RFP Document

Sr. No	Clause No.	Existing Provision	Modified Provision
13.	Clause 2.12	<p>Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal http://www.morth.eproc.in on or before 15:00 hrs IST on 29.06.2016. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before 15:30 hours IST on 29.07.2016 at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP.A receipt thereof should be obtained from the person specified at Clause 2.11.4</p>	<p>Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal http://www.morth.eproc.in on or before 15:00 hrs IST on 07.10.2016. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before 15:30 hours IST on 07.10.2016 at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP.A receipt thereof should be obtained from the person specified at Clause 2.11.4</p>
14.	Clause 2.14.1.4 of e-tendering	<p>..... e-procurement portal of MoRT&H http://www.morth.eproc.in or official portal of MoRTH i.e. http://www.morth.nic.in from 11.01.2016 to 29.07.2016 (upto 15:00 Hrs. IST)</p>	<p>..... e-procurement portal of MoRT&H http://www.morth.eproc.in and MoRTH i.e. http://www.morth.nic.in from 11.01.2016 to 07.10.2016 (upto 15:00 Hrs. IST), & also on NHIDCL website i.e. http://www.nhidcl.com</p>
15.	Clause 2.14.2.3 of e-tendering	<p>Bid must be submitted online only through e-procurement portal of MoRT&H http://www.morth.eproc.in using the digital signature of authorized representative of the Bidder on or before 29.07.2016 (upto 15:00 hours IST).</p>	<p>Bid must be submitted online only through e-procurement portal of MoRT&H http://www.morth.eproc.in using the digital signature of authorized representative of the Bidder on or before 07.10.2016 (upto 15:00 hours IST).</p>

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16.	Clause 2.15.2	The Ministry shall on-line open Technical BIDs on 29.07.2016 at 16:00 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received. The MoRT&H will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.	NHIDCL shall on-line open Technical BIDs on 07.10.2016 at 15:30 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received. NHIDCL will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.
17.	Clause 3.1.1 of Technical Bids	The Authority shall open the BIDs received physically & online at 16:00 hours IST on 29.07.2016.....	The Authority shall open the BIDs received physically & online at 15:30 hours IST on 07.10.2016.....
18.	Clause 3.1.6.1 (h)	Cost of Bid document of Rs 25,000 in the form of Demand Draft in favour of "Pay & Accounts Officer, MoRT&H, New Delhi" payable at New Delhi is received	Cost of Bid document of Rs 25,000 in the form of Demand Draft in favour of "National Highways and Infrastructure Development Corporation Ltd." payable at New Delhi is received.
19.	APPENDIX - IA Letter comprising the Technical Bid	Superintending Engineer(B)II-S&R (B), MoRT&H, IAHE Campus, A-5, Sector-62, Noida	The General Manager (Technical-I), NHIDCL, 3 rd Floor, PTI Building, 4, Parliament Street, New Delhi
20.	APPENDIX - IB Letter comprising the Financial BID	Superintending Engineer(B)II-S&R (B), MoRT&H, IAHE Campus, A-5, Sector-62, Noida	The General Manager (Technical-I), NHIDCL, 3 rd Floor, PTI Building, 4, Parliament Street, New Delhi

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21.	APPENDIX - IB Letter comprising the Financial BID	I/ We hereby submit our BID and offer a BID Price Rs.....(Rs)..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.	I/ We hereby submit our BID and offer a BID Price in Rs (As mentioned in the uploaded financial Bid excel file) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
22.	APPENDIX - II Bank Guarantee for Bid Security	Form of Bank Guarantee for Bid security.	Modified Form of Bank Guarantee for Bid security as per Annexure-A of this Corrigendum.
23.	Appendix V	(A) The President of India through the Ministry of Road Transport & Highways, Government of India represented by Director general (Road Development) & Special Secretary, Transport Bhawan, 1 Parliament Street New Delhi 110001(hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids") by its Request for Proposal No. dated(the "RFP") for award of contract for rehabilitation and augmentation of ***** Project (the "Project") through an EPC Contract.	(A) The National Highways & Infrastructure Development Corporation Ltd. (NHIDCL), 3 rd Floor PTI Building, 4, Parliament Street, New Delhi 110001 represented by Managing Director, (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids") by its Request for Proposal No. dated(the "RFP") for award of contract for rehabilitation and augmentation of ***** Project (the "Project") through an EPC Contract.

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EPC Agreement

24.	Cover Page	Ministry of Road Transport & Highways	National Highways and Infrastructure Development Corporation Limited
25.	Opening para of Recital	The President of India through National Highways and Infrastructure Development Corporation Ltd. represented by Managing Director, 3rd Floor, PTI Building, Sansad Marg, New Delhi-110001(hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;	National Highways and Infrastructure Development Corporation Ltd. represented by Managing Director, 3rd Floor, PTI Building, 4, Parliament street, New Delhi-110001 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;
26.	Recital (D)	The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "Request for Proposals" or "RFP") from the bidders shortlisted pursuant to the RFQ for undertaking the Project.	The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "Request for Proposals" or "RFP") from the bidders including those shortlisted pursuant to the RFAQ for undertaking the Project.
27.	End of EPC Agreement,	SIGNED, SEALED AND DELIVERED For and on behalf of MINISTRY OF ROAD TRANSPORT & HIGHWAYS by:	SIGNED, SEALED AND DELIVERED For and on behalf of NATIONAL HIGHWAYS AND INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED by:

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Schedules

28.	Schedule-G, Annex-I, Performance Security	The Chief Engineer, Andaman PWD, Port Blair-744101, Andaman & Nicobar Island	The Managing Director, NHIDCL, 3 rd Floor, PTI Building, 4, Parliament Street, New Delhi 110001
29.	Schedule-G, Annex-I, Performance Security Para (A)	[name and address of contractor] (hereinafter called “the Contractor”) and Chief Engineer, Andaman PWD, Port Blair- 744101, Andaman & Nicobar Island (“the Authority”).....	[name and address of contractor] (hereinafter called “the Contractor”) and National Highways and Infrastructure Development Corporation Limited (NHIDCL), represented by Managing Director, PTI Building, 4, Parliament Street, New Delhi 110001 (“the Authority”).....
30.	Schedule-G, Annex-II, Form for Guarantee for Withdrawal of Retention money	The Chief Engineer, Andaman PWD, Port Blair-744101, Andaman & Nicobar Island	The Managing Director, NHIDCL 3 rd Floor, PTI Building, 4, Parliament Street, New Delhi 110001
31.	Schedule-G, Annex-II, Form for Guarantee for Withdrawal of Retention money	[name and address of contractor] (hereinafter called “the Contractor”) has executed an agreement (hereinafter called the “Agreement”) with The Chief Engineer, Andaman PWD, Port Blair-744101, Andaman & Nicobar Island (“the Authority”).....	[name and address of contractor] (hereinafter called “the Contractor”) has executed an agreement (hereinafter called the “Agreement”) with National Highways and Infrastructure Development Corporation Limited (NHIDCL), represented by Managing Director, PTI Building, 4, Parliament Street, New Delhi 110001 (“the Authority”).....
32.	Schedule-G, Annex-II, Form for Guarantee for Advance Payment	The Chief Engineer, Andaman PWD, Port Blair-744101, Andaman & Nicobar Island	The Managing Director, NHIDCL 3 rd Floor, PTI Building, 4, Parliament Street, New Delhi 110001
33.	Schedule-G, Annex-II, Form for Guarantee for Advance Payment	[name and address of contractor] (hereinafter called “the Contractor”) has executed an agreement (hereinafter called the “Agreement”) with The Chief Engineer, Andaman PWD, Port Blair-744101, Andaman & Nicobar Island (hereinafter called “the Authority”).....	[name and address of contractor] (hereinafter called “the Contractor”) has executed an agreement (hereinafter called the “Agreement”) with National Highways and Infrastructure Development Corporation Limited (NHIDCL), represented by Managing Director, PTI Building, 4, Parliament Street, New Delhi 110001 (hereinafter called “the Authority”).....

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34.	<p>Schedule-N, Annex-I, Clause-1.1</p>	<p>These Terms of Reference (the “TOR”) for the Authority’s Engineer are being specified pursuant to the EPC Agreement dated (the “Agreement”), which has been entered into between the Ministry of Road Transport and Highways (the “Authority”) and (the “Contractor”) for</p>	<p>These Terms of Reference (the “TOR”) for the Authority’s Engineer are being specified pursuant to the EPC Agreement dated (the “Agreement”), which has been entered into between the National Highways and Infrastructure Development Corporation Limited (NHIDCL), represented by Managing Director, PTI Building, 4, Parliament Street, New Delhi 110001 (the “Authority”) and (the “Contractor”) for.....</p>
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Integrity Pact Format

35.	First Para	i. MoRTH	i. NHIDCL
36.	Second Para	ii. Ministry of Road Transport & Highways (MORTH) iii. Director General (Road development) and special Secretary iv. Transport Bhawan, 1, Parliament Street, New Delhi - 110001	ii. National Highways and Infrastructure Development Corporation Limited (NHIDCL) iii. Managing Director iv. 3rd Floor, PTI Building, 4, Parliament Street, New Delhi - 110001



Sandeep Kumar
General Manager (Technical-I)

APPENDIX - II**Bank Guarantee for BID Security**

(Refer Clauses 2.1.6 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, Managing Director, National Highways & Infrastructure Development Corporation Limited, having its office at 3rd floor, PTI Building, 4, parliament Street, New Delhi - 110001, (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 JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the *** ** Project on [EPC] basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill 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 Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee 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 fulfill 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 Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** ** (Rupees



obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. This guarantee shall also be operable at our, New Delhi office, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].

Signed and Delivered by _____ Bank

By the hand of Mr./Ms, _____ its _____ and authorized official.

(Signature of the Authorized Signatory)
(Official-Seal)

Notes:

(Not to be part of Bank Guarantee)

- (i) An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.
- (ii) The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi - 110 001 (SYNB0009062) to aid in the process of confirmation of Bank Guarantee.

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