

(CORRIGENDUM)
GOVERNMENT OF INDIA
MINISTRY OF DEFENCE
BORDER ROADS ORGANISATION
CHIEF ENGINEER, PROJECT SEWAK, C/O 99 APO

BID NO: CE (P) SEWAK/EPC/ 11 /2025-26

CORRIGENDUM NO.03 (For RFP AND DCA)

NAME OF THE WORK, "CONSTRUCTION OF ROAD FROM WANGTI TO BP 150, FROM KM 0.00 TO KM 5.700 (NET LENGTH 5.700 KM) TO NHSL SPECIFICATION UNDER 100RCC/15 BRTF/ PROJECT SEWAK IN NAGALAND STATE UNDER EPC MODE"

1. Reference Tender ID No. **2025_BRO_736047_1** dated 18 Oct 2025.
2. Considering the partial amendments carried out in Rule 170 (i) for Bid Security and Rule 171 (i) for Performance Security in GFR-2017 related to inclusion of insurance surety bond vide Deptt of Expenditure File no-F.1/1/2022- PPD dated 02 Feb 2022 and MoRTH letter No-24028114/2014-H(VOI II) (E-124863) dated 31 May 2023 the following amendments in RFP Clauses is carried out: -

RFP Clause no	For	Read
1.2.4	A Bidder is required to submit, along with its BID, a BID Security of Rs 18,19,000/- (Eighteen Lacs and Nineteen Thousands only), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. BID Security shall be submitted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee). The Bidders shall also make online payment towards cost	A Bidder is required to submit, along with its BID, a BID Security of Rs 18,19,000/- (Eighteen Lacs and Nineteen Thousands only), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. BID Security shall be submitted in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee)/Bank Guarantee or Fixed Deposit Receipt acceptable to the

RFP Clause no	For	Read																														
	<p>of Tender document of Rs. 10000/- in Authority's designated bank account and also upload online payment receipt of the same. Details of designated bank account are as under</p> <table border="1" data-bbox="390 842 1064 1263"> <thead> <tr> <th>S/ No</th> <th>Particulars</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>Name of Beneficiary</td> <td>Chief Engineer, Project Sewak</td> </tr> <tr> <td>(b)</td> <td>Beneficiary Bank Account No.</td> <td>10810514603</td> </tr> <tr> <td>(c)</td> <td>Beneficiary Bank Branch Name and Address</td> <td>SBI Dimapur, Kohima Road, Dimapur, Nagaland-797001</td> </tr> <tr> <td>(d)</td> <td>Beneficiary Bank Branch IFSC</td> <td>SBIN0000072</td> </tr> </tbody> </table>	S/ No	Particulars	Details	(a)	Name of Beneficiary	Chief Engineer, Project Sewak	(b)	Beneficiary Bank Account No.	10810514603	(c)	Beneficiary Bank Branch Name and Address	SBI Dimapur, Kohima Road, Dimapur, Nagaland-797001	(d)	Beneficiary Bank Branch IFSC	SBIN0000072	<p>Authority, and in such event, the validity period of the insurance Bond, Account Payee Demand Draft, Bankers cheque, e-Bank Gurantee/Bank Gurantee shall not be less than 180 (One Hundred and Eighty days) from the Bid due date with a claim period 60(sixy) days from the Bid due date. Upon submission of Demand Draft, the same will be encashed by the Authority. The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The Bid shall be summarily rejected if it is not accompanied by the Bid security The e-Bank Gurantee shall be transmitted through SFMS gateway to BRO Bank. The Bidders shall also make online payment towards cost of Tender document of Rs. 10000/- (Rupees Ten Thousands Only) in Authority's designated bank account and also upload online payment receipt of the same. Details of designated bank account are as under</p> <table border="1" data-bbox="1126 1834 1821 2179"> <thead> <tr> <th>S/ No</th> <th>Particulars</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>Name of Beneficiary</td> <td>Chief Engineer, Project Sewak</td> </tr> <tr> <td>(b)</td> <td>Name of Bank</td> <td>SBI Dimapur, Kohima Road, Dimapur, Nagaland-797001</td> </tr> <tr> <td>(c)</td> <td>Account No.</td> <td>10810514603</td> </tr> <tr> <td>(d)</td> <td>IFSC Code</td> <td>SBIN0000072</td> </tr> </tbody> </table>	S/ No	Particulars	Details	(a)	Name of Beneficiary	Chief Engineer, Project Sewak	(b)	Name of Bank	SBI Dimapur, Kohima Road, Dimapur, Nagaland-797001	(c)	Account No.	10810514603	(d)	IFSC Code	SBIN0000072
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2.11.1 (f)	<p>BID Security of Rs. 18,19,000/- (Rs. Eighteen Lacs and Nineteen Thousand Only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Gurantee (including e-Bank Gurantee) in the format at Appendix-II from a Scheduled Bank.</p>	<p>BID Security of Rs. 18,19,000/- (Rs. Eighteen Lacs and Nineteen Thousand Only) in the form of Insurance Surety Bond (in the format an Appendix - IX issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or e-</p>																														

RFP Clause no	For	Read
		Bank Guarantee (in the format at Appendix-II from a Scheduled Bank).
2.11.2 (g)	BID Security of Rs. 18,19,000/- (Rs. Eighteen Lacs and Nineteen Thousand Only) in the form of Account Payee Demand Draft or Fixed Deposit Receipt or banker's Cheque or Bank Guarantee (including e-Bank Guarantee) in the format at Appendix-II from a Scheduled Bank;	BID Security of Rs. 18,19,000/- (Rs. Eighteen Lacs and Nineteen Thousand Only) in the form of Insurance Surety Bond (in the format at Appendix-X issued by insurance Company authorised by Insurance Regulatory and Development Authority of India) or Account Payee Demand Draft or Fixed Deposit Receipt or banker's Cheque or e - Bank Guarantee (in the format at Appendix-II from a Scheduled Bank)
2.20.1	The bidder shall furnish as part of its BID, a BID Security referred to in clause 1.2.4 here in above in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crores (Rs. One thousand crores), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The e-Bank gurantee shall be transmitted through SFMS Gateway to Public Account HQ CE (P) Sewak A/C No. 10810514603 SBI Dimapur, Kohima Road, Dimapur, Nagaland, Bank Branch IFSC - SBIN0000072. In case, if it is not possible to furnish the same in the form of e-Bank guarantee the bidder can also submit physical Bank Guarantee. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same	The bidder shall furnish as part of its BID, a BID Security referred to in clause 1.2.4 herein above in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix IX) Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or e - Bank Guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e-Bank Guarantee shall be transmitted through SFMS Gateway to Public Account HQ CE (P) Sewak A/C No. 10810514603 SBI Dimapur, Kohima Road, Dimapur, Nagaland, Bank Branch IFSC - SBIN0000072. In case the e - Bank

RFP Clause no	For	Read
	by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.	Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or e - Bank Guarantee shall be uploaded on e - procurement portal while applying to the tender.
2.21.1	<p>Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(i) <u>Where the bid price is below 10% but not below 20% of the project cost put to bid</u>, the Bid additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on bid price;</p> <p>(ii) <u>Where the bid price is 20% or</u></p>	<p>Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format as Appendix - X, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or irrevocable and unconditional guarantee e - Bank Guarantee from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority Insurance Surety Bond (issued by insurance company authorized by insurance Regulatory and Development Authority of India in the format at Appendix - X), Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or an irrevocable and unconditional e - Bank Guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(i) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost/Cost put to</p>

RFP Clause no	For	Read
	<p><u>more bellow of the project cost put to bid</u>, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee shall be applied on bid price;</p> <p>(iii) The additional performance guarantee percentage shall be round off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% more. The additional performance security shall be treated as part of the performance security.</p>	<p>tender, the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>[ii] Maximum Limit of additional performance security shall be limited to 3% of the Bid price offered by the selected bidder.</p> <p>[iii] This Additional Performance Security shall be treated as part of the Performance Security.</p>

DCA Clause No.	For	Read
Article-7 7.1 PS	<p>7.1 Performance Security</p> <p>(i) (A) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable and unconditional Bank Guarantee (including e-Bank Guarantee) from a Bank in the form set forth in Annex-I of Schedule-G (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable and unconditional Bank</p>	<p>7.1 Performance Security</p> <p>(i) (A) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the form set forth in Annex III of Schedule - G, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or irrevocable and unconditional e-Bank Guarantee from a Bank in the form set forth in Annex-I of Schedule-G (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of Insurance</p>

DCA Clause No.	For	Read
	<p>Guarantee (including e-Bank Guarantee) from a Bank in the same form given at Annex-I of Schedule-G towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(a) <u>Where the bid price is below 10% but not below 20% of the project cost put to bid</u>, the Bid additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on bid price;</p> <p>(b) <u>Where the bid price is 20% or more below of the project cost put to bid</u>, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee shall be applied on bid price;</p> <p>(c) The additional performance guarantee percentage shall be round off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% more.</p> <p>(d) The additional performance security shall be treated as part of the performance security</p>	<p>Surety Bond in the same form given at Annex III of Schedule - G, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or irrevocable and unconditional e-Bank Guarantee from a Bank in the same form given at Annex-I of Schedule-G towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(d) If the Bid price offered by the selected bidder is lower than 20% of the estimated project cost/cost put to tender , the additional performance security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)- 20% of the Estimated Project Cost and (ii) the Bid Price offered by the selected bidder.</p> <p>(e) Maximum limit of additional performance security shall be limited to 3% of the Bid price offered by the selected bidder.</p> <p>[c] This Additional Performance Security shall be treated as part of the Performance Security.</p>

3. The format of form of Insurance Surety Bond for Bid Security attached (as Appendix – IX issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India), marked as **page no-95 to 97** and the format of form of Insurance Surety Bond for Performance Security/ Additional Performance Security attached (as Appendix – X issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India), marked as **page no-98 to 100** and GFR-144(XI) compliance certificate (To Printed in the letter head of Bidder) marked as **page no-101** will be the part of Tender documents (RFP).
4. All other entries/details of tender document will remain unchanged except the above wherever it appears in tender documents/RFP.



(Anurodh C Mishra)

Col

Dir (EPC)

For Chief Engineer

24 Dec 2025

File No. 89001/SEWAK/11/2025-26/ 102 /EPC

Headquarters

Chief Engineer (P) Sewak

Pin: 931714

C/O 99 APO

APPENDIX - IX
INSURANCE SURETY BOND FOR BID SECURITY

S.B. No. _____

Dated: _____

1. In consideration of you, _____ {Authority} _____ having its office at _____ (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 _____ {Bidder} _____ 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 {-----**Name of Work**-----} .(hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the project and other related document including without limitation the draft concession/contract agreement (hereinafter collectively referred to as "Bidding Documents"), we __ {name of the Surety Insurer} _____ having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably , 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 _____ (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 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, Inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the 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 authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.
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 180 days after the Bid Due Date.
14. This Surety Bond shall also be operatable at our _____ branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment 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.....its... and authorised official

(Signature of the Authorised Signatory)
(Official Seal)

APPENDIX - X

**INSURANCE SURETY BOND FOR PERFORMANCE SECURITY/ ADDITIONAL
PERFORMANCE SECURITY**

To,

.....[Name of Employer]
..... [Address of Employer]

WHEREAS[name and address of contractor]
(hereinafter called "contractor") has undertaken in pursuance of letter of acceptance
(loa) no.....dated.....for {-----**NAME OF
WORK**-----}. (" hereinafter called the "contract")

AND WHEREAS the Contract requires the Contractor to furnish an (Performance
Security) for due and faithful performance of its obligations, under and in accordance
with the Contract, during the (Installation Period/ Operations and Maintenance
Period) in a sum of Rs..... cr. (Rupees crore) (the , "Surety Bond Amount").AND
WHEREAS we,through
our branch at (the "Surety Insurer") have agreed to furnish
this Surety Bond by way of Performance Security.

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

1. Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Installation Period/ Operations and Maintenance Period} under and in accordance with the Contract, and agrees and demand, and undertakes to pay to the Authority, upon its mere first written Demand 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 Authority shall claim without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Employer under the hand of an officer not below the rank of [Executive Engineer/Major/Lt Col in the Border Roads Organization (BRO) 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 any 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 as to whether the Contractor or any dispute between them pending before any court, tribunal or arbitrators or any

3. other authority or body, or by the discharge of the contractor for any reason whatsoever.
4. 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.
5. 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.
6. 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, fulfilment 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 Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the 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.
7. 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 Contractor for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
8. 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.
9. The Surety Bond shall cease to be in force and effect on\$ Unless a demand or claim under this Surety Bond made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.

10. 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.
11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.
12. This Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Employer pursuant to the provisions of the Contract.
13. 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.

Signed and sealed thisday of..... 20..... at

SIGNED, SEALED AND DELIVERED
 For and on behalf of the Surety Insurer by:

(Signature) (Name)
 (Designation) (Code Number) (Address)

\$ Insert date at least 2 (two) years from the date of issuance of this Bond (in accordance with Clause 2.21 of the RFP). The contractors can submit the ISB for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the ISB in one go for the entire DLP.

APPENDIX - XI

**GFR-144(XI) COMPLIANCE CERTIFICATE
(To Printed in the letter head of Bidder)**

Tender No: Tender No. CE (P) UDK /NIB/ EPC-01 /2025-26
GFR-144 (xi) compliance certificate as per the latest GOI.

I have read the clauses regarding restrictions under GFR-144(XI) on procurement from a bidder of a country which shares a land border with India. I certify that, the vendor

is not a such a country

is from a country and has been registered with a competent authority
(attached evidence of valid registration)

(tick mark the above option whichever is applicable)

I hereby certify that we fulfil all requirement in this regard and is eligible to be considered for the procurement on DPP Portal

Thanking you

(Authorized signatory) With
seal

Encl: Copy of the proof documents.

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