

AMENDMENT-3

M/s -----,

Subject : Supply, installation, testing commissioning of 11 KV/ 433 Volts HT Electrification Works (including construction of one HT Room and up- gradation of existing HT Room) for the upcoming Bio safety laboratory level 4 at MCC Complex, 130/1Sus Road Pashan, Pune

References : Tender Notice No. HSCC/MCC/PG-III/2009 Dated: 7/12/2009

Dear Sirs,

This has references to the above.

Kindly find enclosed herewith the format of Bank Guarantee for Bid Security to be submitted along with the tender.

All other terms and conditions of the tender documents shall remain unaltered.

Thanking you,

Yours faithfully

(Anil Kumar)
General Manager (PG -III)

Enclosed: As Above (2 Pages)

PROFORMA FOR BID SECURITY BANK GUARANTEE

(To cover payment of Bid Security and Conditions of Contract)

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To

M/s HSCC (India) Ltd.,
Plot No. 6(A), Block E, Sector 1,
NOIDA - 201 301.

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs.
(Rupees) in lieu of payment
from M/s having its /their registered office
at
(hereinafter called the Bidder) towards Bid Security in respect of your Tender no.
..... calling for Tender for
at and for due fulfilment of the terms and conditions of the
said Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent
of Rs (Rupees
.....).

In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by
reason of any breach or non observance on the part of the Bidder of any terms and conditions of
the said Tender, we shall on demand and without cavil or argument, and without reference to the
Bidder, irrevocably and unconditionally pay you in full satisfaction of your demand the amounts
claimed by you, provided that our liability under this guarantee shall not at any time exceed Rs
.....
(Rupees).

This guarantee herein contained shall remain in full force and till you finalise the Tender and
select the Tender as per your choice and it shall in the event of the said Bidder being selected and
entrusted with the said work, continue to be enforceable till the said Bidder executes the
Agreement with you and commences the work as stipulated under the terms and conditions of
the said Tender have been fully and properly carried out by the said Bidder and accordingly
discharges the guarantee.

We also agree that your decision as to whether the Bidder has committed any breach or non
observance of the terms and conditions of the said Tender shall be final and binding on us.

We under take to pay the Consultant any money so demanded by the Consultant notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and equivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such a payment.

This guarantee shall continue to be in full force and effect for a period of 120 days from the date of submission of Bid. Notwithstanding the above limitations, we shall honour and discharge the claims preferred by you within thirty days of expiry of this guarantee.

We shall not revoke this guarantee during its currency except with your previous consent in writing. This guarantee shall not be affected by any change in Constitution of our bank or of the Bidder firm. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us our liability under this guarantee.

Dated this day of

Yours faithfully,

For

Signature & seal of the Bank (Authorised Signatory)