

# **VISAKHAPATNAM PORT TRUST**

**ISO 9001**

**ISO 14001**

**OHSAS 18001**



## **PROVIDING TRANSACTION ADVISORY SERVICES FOR**

**MECHANIZATION OF WQ-1 BERTH IN THE INNER HARBOUR  
OF VISAKHAPATNAM PORT FOR HANDLING IRON ORE ON  
DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT)  
BASIS**

## **TERMS AND CONDITIONS**

**MECHANICAL & ELECTRICAL ENGG. DEPARTMENT  
VISAKHAPATNAM PORT TRUST  
VISAKHAPATNAM – 530 035**

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**April 2010**

VISAKHAPATNAM PORT TRUST  
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

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**LIMITED TENDER NOTICE NO.25/ICME/2009-10/WQ-1, DT.22.04.2010.**

The Board of Trustees of Visakhapatnam Port (the "Authority") invites Application in sealed cover from the list of Firms/Consortia empanelled as Transaction Advisors by PPP Cell, Department of Economic Affairs (DEA), Ministry of Finance (MoF) vide Lr.No.2/4/2007/Inf-dt27.08.2007 in accordance with the Tender Document for selection of Transaction Advisors.

Name of the work: Providing Transaction Advisory Services for "Mechanization of WQ-1 Berth in the Inner Harbour of Visakhapatnam Port for handling Iron Ore on Design, Build, Finance, Operate and Transfer (DBFOT) basis"

Contact Person: CHIEF MECHANICAL ENGINEER  
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For further details visit our website: [www.vizagport.com](http://www.vizagport.com).

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**CHIEF MECHANICAL ENGINEER**

## TERMS AND CONDITIONS

### SECTION 1:

#### GENERAL

##### **1.0 BACKGROUND:**

- 1.1 The Port of Visakhapatnam, situated on the East Coast of India, is one of the twelve Major Ports of the Country. The Port has two harbour basins viz., the Inner harbour and the Outer harbour. At present, the inner harbour can accommodate vessels upto 40,000 DWT size having a maximum LOA 195 m, beam 32.2 m. and draft 10.70 m, while the Outer harbour can accommodate vessels up to 150,000 DWT size with a draft of 17 m.

The port has handled 65.5 million tonnes of cargo during the year 2009-10 with a target of 78 million tonnes by the end of 11<sup>th</sup> plan. To meet the expected demand, the Port of Visakhapatnam has envisaged capacity addition projects out of which, "Mechanization of WQ-1Bearth in the inner harbour of Visakhapatnam Port for handling Iron Ore on Design, Build, Finance, Operate and Transfer (DBFOT) basis"- is being taken-up for award during 20010-11.

- 1.2 The Government of India has adopted a policy to facilitate private investment in infrastructure. Implementation of this policy will require a capacity to determine the suitability and feasibility of PPP transactions. Accordingly the Dept. of Economic Affairs, Ministry of Finance have prepared a panel transaction advisors on the basis of 2 stage evaluation criteria.

##### **2.0 DEFINITIONS & INTERPRETATIONS**

In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **"BOARD"** means the Board of Trustees of Visakhapatnam Port Trust constituted under provisions of the Major Port Trusts Act, 1963 as amended from time to time
- b) **"CONTRACTOR"** means the person or persons, firms, or company whose tender has been accepted by the Board and includes the Contractor's personal representatives, successors and permitted assigns.
- c) **"CHAIRMAN"** means the Chairman of the Board of Trustees of the Visakhapatnam Port Trust.
- d) **"WORK"** means providing "Transaction advisory services for the development of "Mechanization of WQ-1Bearth in the inner harbour of Visakhapatnam Port for handling Iron Ore on Design, Build, Finance, Operate and Transfer (DBFOT) basis"- is being taken-up for award during 2010-11." conforming to PPP formalities of Government of India.
- e) **"CONTRACT"** means conditions of contract, specifications, drawings, schedules of items of work with quantities and rates therein, tender and contract agreement.
- f) **"PRICE"** means the lump sum or amount derived for items of work named in the tender subject to such addition there to or deductions there from as may be made under the provisions hereinafter contained.
- g) **"MONTH"** means calendar month

**SECTION – II:**

01. **PRICE:**

The rate quoted shall be firm and final with all taxes, duties and other charges like travel expenses to Visakhapatnam, boarding, lodging expenses etc. as lump-sum.

02. **SCOPE AND TIME SCHEDULE FOR SERVICES:**

<b>Sl. No.</b>	<b>Scope of services</b>	<b>Time Schedule for Services from the date of Work order</b>
1	Furnish required documents for obtaining TAMP approval for the proposed tariff including extending the required assistance for answering written queries and also during hearings.	45(Forty five) days
2	Evaluation of applications received for Qualification and providing recommendations for short-listing of parties.	30 (Thirty) days
3	Preparation of the draft Request for Proposal (RFP) document and its finalization in consultation with the VPT for issuing to the short listed parties.	As and when required
4	Assisting VPT in the Pre-bid Conference with the short-listed parties for firming up the Draft RFP document comprising of project details, User Tariff as fixed upfront as per Tariff Fixation guidelines by TAMP and Draft Concession Agreement.	As and when required
5	Preparation of the Draft Final RFP documents and other relevant documents required for obtaining PPPAC clearance (Legal & Financial)	As and when required
6	Assisting VPT in furnishing responses to the queries from the Appraisal Ministries / Departments on the Draft Final RFP.	As and when required
7	Preparation of Final RFP & MCA incorporating modifications, if any suggested by Govt. of India while clearing the proposal, for issuing to the short-listed parties.	As and when required
8	Evaluation of Financial Proposals received and providing recommendations for declaration of the successful bidder (Operator).	As and when required
9	Assisting VPT in issuing the Letter of Award (LoA) to the successful bidder (operator) and signing the agreement(s).	As and when required
10	Selection and Appointment of Independent Engineer for the Project.	As and when required

03. **BID DUE DATE:** 18.05.2010 before 1430 Hrs. and the Bids will be opened at 1500 Hrs. on the same day.

04. Prices quoted shall remain fixed and valid until completion of the contract.

05. **TAXES & DUTIES:**

The price proposal shall be all inclusive of insurance and taxes but excluding Service tax. TDS will be deducted as per IT rules.

06. **EARNEST MONEY DEPOSIT:** The tenderer has to remit a Refundable sum of Rs.2,00,000/- (Rupees Two Lakhs only) as Earnest Money Deposit (EMD) in cash to the Financial Adviser & Chief Accounts Officer, Visakhapatnam Port Trust, Visakhapatnam 530 035 or by a Demand Draft / Bankers Cheque drawn on any scheduled bank and payable in favour of the Financial Adviser & Chief Accounts Officer, Visakhapatnam Port Trust, Visakhapatnam 530035 at Visakhapatnam and enclose relevant receipt or D.D / Bankers Cheque along with their Tender. Cheques will not be accepted towards the Earnest Money Deposit. The Earnest Money deposited by the unsuccessful tenderer will be refunded within fifteen days of deciding L-1 tenderer without interest. The Earnest Money deposited by the successful tenderer will be adjusted as per clause 7 (Section-II) towards Security Deposit.

In case the successful tenderer fails to accept the contract, the EMD shall be forfeited automatically.

07. **PERFORMANCE SECURITY:**

The successful tenderer shall deposit an amount equal to 10% of the accepted tender value as performance security in the form of cash / Demand Draft / Bank Guarantee as per **Annexure-IV** within 15 days of placement of Letter of award or before the commencement of work whichever is earlier. If the Performance security is not deposited in time as prescribed above, the work order shall stand cancelled automatically and the Earnest Money Deposit will be forfeited. The performance security will be released only on satisfactory completion of the entire scope of work contemplated in the contract. The performance security will remain in force throughout the Contract period and will be refunded thereafter. The amount as stated above will not bear any interest.

08. **CARE AND DILIGENCE:**

The tenderer is responsible for Professional and Contractual duties to be performed by them and will be fully responsible for carrying out their duties properly.

09. **BID PREPARATION COST:**

The Bidder shall be responsible for all of the costs associated with the preparation of its Bid and its participation in the bidding process. VPT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

10. **VPT 'S RIGHT TO ACCEPT OR REJECT THE BID:**

Notwithstanding anything contained in this Bid Document, VPT reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

11. **AMENDMENT TO BID DOCUMENT:**

At any time prior to the deadline for submission of Bid, VPT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the terms and conditions by the issuance of Addenda.

Any Addendum thus issued will be sent in writing to all the empanelled advisors and will be binding upon them. Bidders shall promptly acknowledge receipt thereof to VPT.

12. **SUBMISSION OF TENDER:**

The tenderers shall submit their tender in single cover system, as specified below, duly signed and completed in all respects along with tenderer's covering letter indicating clearly any deviations in the terms and conditions or any new conditions stipulated by him and other enclosures if any required:

The Tender should contain the Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two lakhs only) (as detailed in section II clause 06 of this document) and the Price Schedule as per enclosed format Annexure -I, thereof duly filled in with the rates, Service Tax, other taxes and duties payable by them if any to be furnished distinctly.

The Tender shall be sealed, superscribed "Tender for providing transaction advisory services for "Mechanization of WQ-1 Berth in the inner harbour of Visakhapatnam Port for handling Iron Ore on Design, Build, Finance, Operate and Transfer (DBFOT) basis" and bear on the bottom left corner the name of address of the tender with his official stamp and addressed **to The Chief Mechanical Engineer, Visakhapatnam Port Trust, Visakhapatnam 530 035.**

The tender so prepared shall be sent to the CME, Visakhapatnam Port Trust, Visakhapatnam 530 035 so as to reach office of the CME on or before -- hours on ----. Tenders received after the due date and time will not be considered. The Port will not be responsible for Postal delay or transit delays. If the last date of receipt / opening of Tender happens to be a holiday at a later date, the same will be received / opened on the next working day.

If the envelope is not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and would be liable for rejection. VPT assumes no responsibility for the misplacement or premature opening of such bids.

13. **TERMS OF PAYMENT:**

Sl. No.	Scope of services	Payment schedule
1	Furnish required documents for obtaining TAMP approval for the proposed tariff including extending the required assistance for answering written queries and also during hearings.	10%
2	Evaluation of applications received for Qualification and providing recommendations for short-listing of parties.	10%
3	Preparation of the draft Request for Proposal (RFP) document and its finalization in consultation with the VPT for issuing to the short listed parties.	5%
4	Assisting VPT in the Pre-bid Conference with the short-listed parties for firming up the Draft RFP document comprising of project details, User Tariff as fixed upfront as per Tariff Fixation guidelines by TAMP and Draft Concession Agreement.	10%
5	Preparation of the Draft Final RFP documents and other relevant documents required for obtaining PPPAC clearance (Legal & Financial)	10%
6	Assisting VPT in furnishing responses to the queries from the Appraisal Ministries / Departments on the Draft Final RFP.	5%
7	Preparation of Final RFP & MCA incorporating modifications, if any suggested by Govt. of India while clearing the proposal, for issuing to the short-listed parties.	10%
8	Evaluation of Financial Proposals received and providing recommendations for declaration of the successful bidder (Operator).	10%
9	Assisting VPT in issuing the Letter of Award (LoA) to the successful bidder (operator) and signing the agreement(s).	20%
10	Selection and Appointment of Independent Engineer for the Project.	10%

The payment will be made through electronic mode. Tenderer shall furnish the bank account number, other details in the format enclosed as Annexure - III for making e-payment.

14. **A) INCOME TAX:**

Income tax and surcharge as applicable will be deducted at source by Visakhapatnam Port in

accordance with Income Tax Act at the rate applicable from time to time and in accordance with instruction issued by Income Tax Authorities on this behalf from time to time. The tenderer shall furnish PAN details.

**B) SERVICE TAX:**

The Tenderer shall furnish Service Tax registration Number and copy of certificate of registration duly attested by Notary and service tax will be reimbursed against submission of documentary evidence.

15. **RELEASE OF PAYMENT:**

Visakhapatnam Port will make payment of the said charges as indicated in clause 13 above within one month from the date of completion of each service listed in scope of service. The consultant has to submit their bill of cost in triplicate duly stamped and addressed to the CME, Visakhapatnam Port Trust, Visakhapatnam - 530035.

16. **LIQUIDATED DAMAGES:**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the consultant and shall be deemed to be the essence of the contract and shall be reckoned from the date of the work order. The work shall through out the stipulated period of the contract be proceeded with all due diligence. If the consultant fails to complete within stipulated time ordered for each activity or such an extended time as may have been granted by the Board / CME, the contractor shall pay to the employer (VPT) the sum stated as follows:

½% (half) of the charges towards the each category of service per week or part thereof of delay subject to a maximum limit of 10% of the total value of the contract as liquidated and ascertained damages for such default (and not as a penalty). The CME may without prejudice to any other method of recovery deduct the amount of such damages from any moneys due or which may become due to the consultant.

The payment or deduction of such damages shall not relieve the consultant from his obligations to complete the works or from any of his other obligations and liabilities under the contract.

17. **RECOVERY OF LIQUIDATED DAMAGES:**

The amount against liquidated damages shall be recovered from the consultant at the time of payment of any of outstanding instalments to consultant or adjusted against any payment due to consultant without prejudice to any of the other right / remedies available to the Board under the terms of agreement.

18. **JURISDICTION:**

The award of contract for “ Providing transaction advisory services for the “Mechanization of WQ-1Bearth in the inner harbour of Visakhapatnam Port for handling Iron Ore on Design, Build, Finance, Operate and Transfer (DBFOT) basis”- is subject to the jurisdiction of the local courts of Visakhapatnam (Andhra Pradesh) and no Court other than local courts at Visakhapatnam (Andhra Pradesh) will have jurisdiction regarding any matters concerning the contract.

19. **GENUINENESS:**

In case any defects are noticed on any part of the services rendered by the consultant under this contract, the Consultant shall rectify the defect or at his own cost within a reasonable

time, failing which the defects will be rectified by the Port and the cost of services rendered by the Port towards rectification of such defective parts shall be recovered from the contractor from any money due to be paid to them or otherwise directly from the contractor.

20. **CONSTITUTION OF THE CONSORTIA:**

Since the bids are directly called for from the panel of short listed bidders, the bidder, if comes under category of consortia, has to certify that there will not be any change in the structure / constitution of the consortia during the bid stage and during the agreement period for this Advisory services with respect to the information furnished to Director / PPPAC, DEA, New Delhi during April, 2007. The tenderers are to execute documentary evidence for formation of consortia. Any change in consortia will be treated as non-responsive.

21. **AWARD OF ASSIGNMENT / SERVICES:**

A letter of Award shall be issued to the selected tenderer for award of assignment by VPT. This letter along with written acknowledgement of the successful party shall constitute a contract between the party with VPT till signing of formal agreement.

22. **SIGNING OF AGREEMENT:**

Within two weeks of date of issue of Letter of Award, the successful Tenderer shall furnish a performance security for satisfactory completion of the Assignment and simultaneously sign formal agreement. Format of Agreement is enclosed at Annexure - II of this Document to be furnished on Rs.100/-stamp paper.

**Chief Mechanical Engineer**

**Annexure - I**

**FINANCIAL PROPOSAL**

**(To be furnished in the letterhead of tenderer)**

Sl. No.	Scope of services	Amount in figures and words
1	Furnish required documents for obtaining TAMP approval for the proposed tariff including extending the required assistance for answering written queries and also during hearings.	
2	Evaluation of applications received for Qualification and providing recommendations for short-listing of parties.	
3	Preparation of the draft Request for Proposal (RFP) document and its finalization in consultation with the VPT for issuing to the short listed parties.	
4	Assisting VPT in the Pre-bid Conference with the short-listed parties for firming up the Draft FRP document comprising of project details, User Tariff as fixed upfront as per Tariff Fixation guidelines by TAMP and Draft Concession Agreement.	
5	Preparation of the Draft Final RFP documents and other relevant documents required for obtaining PPPAC clearance.(Legal & Financial )	
6	Assisting VPT in furnishing responses to the queries from the Appraisal Ministries/Departments on the Draft Final RFP.	
7	Preparation of Final RFP & MCA incorporating modifications, if any suggested by Govt. of India while clearing the proposal, for issuing to the short-listed parties.	
8	Evaluation of Financial Proposals received and providing recommendations for declaration of the successful bidder (Operator).	
9	Assisting VPT in issuing the Letter of Award (LoA) to the successful bidder (operator) and signing the agreement(s).	
10	Selection and Appointment of Independent Engineer for the Project.	
	Service Tax (Rate in percentage)	
	Total Amount	
<b>Note:</b> Kindly quote your rate as <b>lump-sum charges covering all the above activities</b> with service tax extra for performing the above works.		

CONTRACTOR

**Annexure -II**

## FORM OF AGREEMENT

(On stamp paper of Value of Rs.100/-)

THIS AGREEMENT is made on the..... day of ..... 2010 between the Board of Trustees, VISAKHAPATNAM PORT TRUST, a body corporate constituted by the Major Port Trust Act, 1963, (No.38 of 1963), having it's Head Office at Visakhapatnam - 530 035 hereinafter called "BOARD" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part.

AND

..... a company registered under the Company Act 1956, having it's registered office at ..... hereinafter called the "Contractor" (which expression shall unless excluded by or repugnant to the context be deemed to include it's assigns or successors in interest) of the other part.

WHEREAS the Board are desirous that providing transaction advisory services for "Mechanization of WQ-1 Berth in the inner harbour of Visakhapatnam Port for handling Iron Ore on Design, Build, Finance, Operate and Transfer (DBFOT) basis" should be made and have accepted a tender by the contractor at VISAKHAPATNAM PORT TRUST.

Now this Agreement Witnesseth as follows:-

1.In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the general conditions of the contract hereinafter referred to.

2.The following documents shall be deemed to form and be read and construed as part of this agreement, viz.

2.1.The tender document and letter of acceptance of the tender.

2.2. The work order No. .... annexed as annexure..... hereto.

2.6.All correspondence by which any thing added, amended, varied or modified in any way by mutual consent.

3.In consideration of the payments to be made by the Board to the contractor hereby covenants provide transaction advisory services for "Mechanization of WQ-1 Berth in the inner harbour of Visakhapatnam Port for handling Iron Ore on Design, Build, Finance, Operate and Transfer (DBFOT) basis" as per the Schedule of services detailed in this tender document for VISAKHAPATNAM PORT TRUST within the period specified for each activity from date of receipt of work order subject to and in compliance with all conditions specified in documents .

4.The consideration payable therefore by the Trustees to the contractor shall be the sum of Rupee.....

.....only payable in instalments at the times and in the manner prescribed in clause 13 of the said Terms and conditions of contract, with scope of variations and escalation etc. as included in the said general conditions of contractor.

5. In witness whereof the Trustees have caused their common seal to be hereunto affixed and the contractor has hereunto set it's hand and seal the day and year first above written.

The Common Seal of the Trustees

for the Visakhapatnam Port was

hereunto affixed in the presence of:

**CHIEF MECHANICAL ENGINEER**

The Common Seal of  
**CONTRACTOR**

**ANNEXURE-III**

To  
The FA & CAO,  
VISAKHAPATNAM PORT TRUST,  
Visakhapatnam

Sir,

We hereby give particulars for payment of the Works Bill / Advance etc.

<b>Sl.No.</b>	<b>Particulars</b>	
1	Name of the Firm	
2	Address of the Firm	
3	Name of the Work for which payment is made	
4	Estimate No. / Agreement No./ Work order no.	
5	Name of the bank in which the firm is operating Account. Either with IOB or SBI or any other Bank (If it is other than IOB or SBI Bank commission plus postage will be deducted)	
6	Address of the Bank	
7	Branch Code No.	
8	Type of Account (Whether SB Account or Current Account)	
9	Account No.	
10	PAN No.	
11	Service Tax Registration No.	
12	IFSC Code	

Yours sincerely,

**(Signature of Contractor)**

## APPENDIX – IV

### Bank Guarantee for Performance Security

B.G.No.....

Dated :.....

1. In consideration of you, Visakhapatnam Port Trust, having its office at Visakhapatnam, Andhra Pradesh, 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 \_\_\_\_\_, [a Company registered under provision of the Companies Act, 1956] 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 "Mechanization of WQ-1 Berth in the inner harbour of Visakhapatnam Port for handling Iron Ore on Design, Build, Finance, Operate and Transfer (DBFOT) basis" (hereinafter referred to as "the Project") pursuant to the RFP document dated \_\_\_\_\_ issued in respect of the Project and other related documents (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 irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment 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) as bid security (hereinafter referred to as the "Bid Security") 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 fulfillment 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 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..... only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of 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 Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment 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 Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee 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 fulfillment 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 Bank 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 Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank 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 Bank and the guarantee herein contained shall be enforceable against the Bank, 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 Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. 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.

Signed and Delivered by \_\_\_\_\_ Bank

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

(Signature of the Authorized Signatory)

(Official Seal)