

16.12.2025

Corrigendum 1

Tender Name: Distribution Network for Nabinagar Division of Right Main Canal Bihar Portion under North Koel Reservoir Project Jharkhand and Bihar

Tender ID: 2025_WAPCO_257379_1

Tender Reference Number: WAP/NK/RMC/DIST/NABINAGAR/2025

The following formats have been added

- i. Format of Surety Bond for Performance Guarantee
- ii. Bank Guarantee Format for EMD
- iii. Format for Insurance Surety Bond towards Earnest Money Deposit (EMD)

Further Account details for submission of EMD and Performance Security by Online Payment

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Account Number – 193502000000405
A/c Holder – WAPCOS Limited
Bank Name – Indian Overseas Bank
Branch name: NHB, Gurugram
IFSC code: IOBA0001935

Other conditions will remain unchanged.

Sd/-

**Tender Committee
WAPCOS Limited**

Format - SURETY BOND FOR PERFORMANCE GUARANTEE

(Non-Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

To,
WAPCOS Ltd., 76-C,
Sector-18, Institutional Area,
Gurugram – 122015, Haryana

In consideration of _____ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to _____ (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award/Intent No. _____ dt. _____ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. _____ (Rupees _____ only) for "**Name of work / Project**" (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Security for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only).

WHEREAS, the terms and conditions of the contract require the contractor to furnish a Insurance Surety Bond for Rs. (Rupees..... in words) being% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the....., (hereinafter called "Surety Insurer") which expression shall unless repugnant to the subject or context include its successors and assigns) having our registered office at and branch office athereby unconditionally and irrevocably undertake and guarantee payment to WAPCOS Limited forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the contractor/supplier to WAPCOS Limited under, in respect or in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by WAPCOS Limited by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by WAPCOS Limited to the Surety Insurer with reference to this Surety Bond up to and aggregate limit of Rs. (Rupees only) the Surety Insurer hereby agrees with WAPCOS Limited that:

1. This Surety Bond shall be continuing guarantee and shall remain valid and irrevocable for all claims of WAPCOS Limited and liabilities of Supplier/Contractor till the date of expiry of Surety Bond i.e. The claim period of the Surety Bond shall be for a period of 12 Months after the date of expiry of Surety Bond.
2. WAPCOS Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by WAPCOS Limited against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of WAPCOS Limited or any indulgence by WAPCOS Limited to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

3. This Surety Bond shall be in addition to any other Surety Bond or security whatsoever WAPCOS Limited may now or at any time have in relation to the performance of the works/equipment and WAPCOS Limited shall have full authority to take re-course or to enforce this security in preference to any other Surety Bond or security which the WAPCOS Limited may have or obtained and no forbearance on the part of WAPCOS Limited in enforcing or requiring enforcement of any other security shall have the effect of releasing the Surety Insurer from its liability hereunder.
4. This Surety Bond shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to WAPCOS Limited in terms thereof are paid by the Surety Insurer or till expiry of the Surety Bond including claim period of Surety Bond, whichever is earlier.
5. The Surety Bond in no event be terminable, for any change in the constitution of the Surety Insurer or for any other reasons whatsoever and the liability of the Surety Insurer hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without knowledge or consent of WAPCOS Limited, by or between Supplier/ Contractor and the Surety Insurer.
6. The Surety Insurer hereby waives all rights at any time inconsistent with the terms of this Surety Bond and the obligations of the Surety Insurer in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Surety Insurer to WAPCOS Limited in terms hereof.
7. The amount stated in any notice of demand addressed by WAPCOS Limited to the Surety Insurer as liable to be paid to WAPCOS Limited by the supplier/ contractor or as suffered or incurred by WAPCOS Limited on account of any losses or damages, costs, charges and / or expenses shall as between the Surety Insurer and WAPCOS Limited be conclusive of the amount so liable to be paid to WAPCOS Limited or suffered or incurred by WAPCOS Limited as the case may be and payable by the Surety Insurer to WAPCOS Limited in terms hereof subject to a maximum of Rs(Rupees.....only).
8. Unless demand or claim under this Surety Bond is made on the Surety Insurer in writing within 12 Months after the date of expiry of the Surety Bond, the Surety Insurer shall be discharged from all liabilities under this Surety Bond there under.

Notwithstanding anything contained herein before our liability under this Surety Bond is restricted to Rs. (Rupees.....only). This Surety Bond will expire on..... Any claim under this Surety Bond must be received by us within 12 Months after the date of expiry.

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 this day of at.....

WITNESS.

For and on behalf of Company

1. _____

2. _____

ATTESTED BY (NOTARY PUBLIC)

BANK GUARANTEE FORMAT FOR E.M.D

(To be submitted on Rs 100/- Non Judicial stamp paper and the non-Judicial stamp paper should be in the name of the issuing bank)

Bank Guarantee No.

Date :

Ref.

To

**WAPCOS Ltd., 76-C,
Sector-18, Institutional Area,
Gurugram – 122015, Haryana**

Dear Sirs,

In accordance with your invitation to tender under reference no._____ dtd____, M/s_____ Having its registered /Head Office at_____ (hereinafter called the tenderer) wish to participate in the said tender for_____ (name of work) and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs _____ valid up to_____. On behalf of the tenderer in lieu of tender deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the_____ bank of _____ having our Head Office at_____ (local address) guarantee and undertake to pay immediately on demand by WAPCOS Limited the amount of Rs _____ (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s_____ whose behalf this guarantee is issued.

Notwithstanding anything contained herein

- i) Liability under this guarantee shall not exceed
- ii) This bank guarantee shall be valid upto and;
- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee on or before (Indicate a period twelve months after the date of issue of Bank Guarantee).

In witness whereof the Bank, through its banker has set its hand and stamp on this_____20____

SIGNATURE:

NAME:

DESIGNATION WITH BANK

WITNESS
SIGNATURE

OFFICIAL ADDRESS

ATTORNEY AS PER
POWER OF ATTORNEY NO
DATE.

Format : Format for Insurance Surety Bond towards Earnest Money Deposit (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: Insurance Surety Bond No.: Date: In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for [Insert Number and subject of the NIT], in response to the NIT No. _____ dated _____ issued by WAPCOS Limited (hereinafter referred to as WAPCOS) and WAPCOS considering such response to the NIT of [Insert the name of the Bidder] as per the terms of the NIT, the [Insert name & address of Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)] hereby agrees unequivocally, irrevocably and unconditionally to pay to WAPCOS at [Insert Name of the Place from the address of WAPCOS] forthwith without demur on demand in writing from WAPCOS or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees.....[Insert amount of EMD], only, on behalf of M/s [Insert name of the Bidder] within 07 working days from the date of receipt of written demand by WAPCOS.

This guarantee shall be valid and binding on [Insert name of Insurance Company] up to and including [insert date of validity in accordance with Clause No. ----- of this NIT] and shall not be terminable by notice or any change in the constitution of [Insert name of Insurance Company] or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR.....(Indian Rupees only). Our Guarantee shall remain in force until..... [insert date of validity in accordance with Clause No. ----- of this NIT]. WAPCOS shall be entitled to invoke this Guarantee till.....[insert date of validity in accordance with Clause No. ----- of this NIT].

The Guarantor Insurance Company hereby agrees and acknowledges that the WAPCOS shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by WAPCOS, raised at the above-mentioned address of the Guarantor Insurance Company, in order to make the said payment to WAPCOS.

The Guarantor Insurance Company shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by..... [Insert name of the Bidder] and/ or any other person. The Guarantor Insurance Company shall not require WAPCOS to justify the invocation of this Insurance Surety Bond, nor shall the Guarantor Insurance Company have any recourse against WAPCOS in respect of any payment made hereunder.

This Insurance Surety Bond shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Insurance Company represents that this Insurance Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Insurance Company in the manner provided herein.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

This Insurance Surety Bond shall be a primary obligation of the Insurance Company and accordingly WAPCOS shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by WAPCOS or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is restricted to INR.....(Indian Rupees.....Only) and it shall remain in force until.....[Date to be inserted on the basis of Clause No. ----- of this NIT].

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if WAPCOS serves upon us a written claim or demand.

Signature:.....

Name:.....

Power of Attorney No.:

For

[Insert Name and Address of the Insurance Company]

Contact Details of the Insurance Company:

E-mail ID of the Insurance Company:

Insurance Company's Stamp and Full Address.

Dated thisday of..... , 20.....