## RITES Ltd./ Contract Policy Cell/ Gurugram

**RITES Standard E-Tender Document for Procurement of Other (Non-Consultancy) Services, May 2023**

**Correction Slip No. 12**

**Section II: Instructions to Bidders (ITB)**

1) **In sub-clause 1.5 (Forms), S. No. 7b) and 7c) are added below S. No. 7a) (Mandate form) as given below:**

   7b) Form 7-B: Proforma for Bank Guarantee for Earnest Money Deposit (EMD)

   7c) Form 7-C: Proforma for Insurance Surety Bond for Earnest Money Deposit (EMD)

2) **In sub-para 1) (Format 1: Contract Form) of sub clause 1.6 (Other Formats), S. No. (d): Format 1.3-A (Proforma for Bank Guarantee for Earnest Money Deposit (EMD)) shall be deleted.**

   d) Deleted

3) **In sub-para 1) (Format 1: Contract Form) of sub clause 1.6 (Other Formats), S. No. (f) shall be added below S. No. (e) as given below:**

   f) Format 1.6: Proforma for Insurance Surety Bond for Performance Security.

4) **In sub clause 9.4.1 (Bid Security/EMD), Sub-para 3 (d) (Insurance Surety Bond) mentioned in S. No. 12 of Correction Slip No. 8 dated 28.03.2025 shall be deleted and replaced with the following:**

   **d) Insurance Surety Bond**- An Insurance Surety Bond (ISB) is a three-party agreement that provides financial assurance to one party (the beneficiary) by another party (the surety or bonding company) on behalf of a third party (the principal). ISB ensures that the principal fulfils their contractual obligations. **The Insurance Surety Bond should be submitted in the format given at Form 7-C.**
   Unlike a Bank Guarantee, it is a type of premium-based insurance product and does not require a deposit of a collateral amount by the principal with the surety. Here are the key components:

   **1. Principal:** The principal is the party that obtains the Insurance surety bond. The principal is typically the contractor or service provider who provides the Bid/ performance security to the Procuring Entity.



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**2. Beneficiary**: The beneficiary is the party (Procuring Entity) that requires the Insurance surety bond. The beneficiary seeks financial protection in case the principal fails to meet their obligations.

**3. Surety Insurer**: The surety insurer is the bond issuing entity (Bank or Insurance company) that issues the bond. They act as a guarantor, assuring the beneficiary that the principal will perform as promised.

5) **In sub clause 9.4.1 (Bid Security/EMD), Sub-para 3 (e) shall be deleted and replaced with the following:**

e) Bank Guarantee/e- Bank Guarantee from any of the scheduled commercial banks **(Form 7-B).**

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**Section IV: General Conditions of Contract**

6) **Sub-para 2 of sub clause 5.8 (Performance Bond/Security) as mentioned in S. No. 19 of Correction Slip No. 8 dated 28.03.2025 shall be deleted and replaced with the following:**

2) The amount of Performance security shall be as stipulated in Tender Document or Contract (or if not specified @ 5% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:

a) Unless otherwise stipulated in Tender Document or Contract, Insurance Surety Bonds (in the prescribed form provided in Format 1.6, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any scheduled commercial bank in India, favouring the authority mentioned therein

b) Bank Guarantee/e- Bank Guarantee issued by a scheduled commercial bank in India, in the prescribed form provided in Format 1.3

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**Bidding Forms**

7) **Form 6: Checklist for Bidders**

**In the table, S. No. 10b and 10c shall be added below 10a. (Mandate Form) as given below-**

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| Sr | Documents submitted, duly filled, signed | Yes/No/NA |
|---|---|---|
| **10b.** | **Form 7-B:** Proforma for Bank Guarantee for Earnest Money Deposit (EMD) | |
| **10c.** | **Form 7-C:** Proforma for Insurance Surety Bond for Earnest Money Deposit (EMD) | |

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**Bidding Forms**

**8) Form 7-B (Proforma for Bank Guarantee for Earnest Money Deposit (EMD)) shall be added after Form 7-A (Mandate Form) as given below:**

**FORM 7-B**

(Ref ITB-clause 9.4.1)

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

(On Non-Judicial Stamp Paper of Appropriate Value)

To,

RITES LTD.

1. WHEREAS RITES LTD*/RITES Ltd. acting for and on behalf as Agent/Power of Attorney Holder of ..... (hereinafter called 'The Employer') (which expression shall unless repugnant to the subject or context include its successors and assigns) has invited bids by way of E-tender Number-..... dated ..... (hereinafter called 'the Tender') for ..... (*description of the tender work*);
   * Strike out whichever is not applicable

2. AND WHEREAS ..... (*name of the bidder*) (hereinafter called 'the Bidder') has submitted a bid for the Tender to the Employer.

3. AND WHEREAS a Bank Guarantee for Rs..... (Rupees ..... only) (*Amount of EMD*) in favour of RITES Ltd (hereinafter called the "Beneficiary") valid till ..... (*the date of validity of this Guarantee from the date of the submission of Tender's offer*) is required to be submitted by the Bidder as EMD along with the Tender.

4. We ..... (*Name of the bank*) having our office at ..... (*Address of the bank*) (hereinafter called 'the Bank') hereby give this Bank Guarantee and hereby agree unequivocally and unconditionally to pay to RITES Ltd. immediately on demand and without demur to the extent of the said sum of Rs. ..... (Rupees ..... only) for which payment well and truly to be made to



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the said Beneficiary, the Bankbinds itself, its successors and assigns by these presents on default of any of the conditions of the Tender as follows:

i. if the Bidder after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier,

   1. withdraws his tender; or

   2. makes any modification in the terms and conditions of the tender which are not acceptable to the Employer

   3. impairs or derogates from the tender in any respect within the period of validity of the tender

   4. If the bidder does not accept the correction of his price during evaluation

ii. in case any information/document which may result in the Bidder's disqualification is concealed by the Bidder or any statement/information/document furnished by the Bidder or issued by a Bank/Agency/Third Party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.

iii. in the case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee within the period specified under Clause 5.8 of GCC.

5. We undertake to pay to the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demandthe Beneficiary will note that the amount claimed by it is due to its owing to the occurrence of one or more of the conditions mentioned above, specifying the occurred condition or conditions.

6. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. ..... (Rupees ..... only)

II. This Bank Guarantee shall be valid up to ..... **[Insert the date i.e. 45 days after the period of bid validity]**

III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before ..... failing whichour liability under the guarantee will automatically cease.

Seal: (Authorised Signatory of the Bank)

Date:

**Note:**

1. There should be adequate gap, preferably 06 months, in the Expiry/Validity date and Claim Period. In case, a bank is not agreeing for claim period, the validity of Bank Guarantee should be for the period as per the provisions of Tender Document plus claim period of minimum three (03) months.

2. In case of any cutting or overwriting on the Bank Guarantee, it should be properly authenticated under the signature and seal of the officer(s) who has/have signed the Bank Guarantee.

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## Bidding Forms

### 9) Form 7-C (Proforma for Insurance Surety Bond for Earnest Money Deposit (EMD)) shall be added after Form 7-B as given below:

**FORM 7-C**

**PROFORMA FOR INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT (EMD)**

(On Non-Judicial Stamp Paper of Appropriate Value)

To,

RITES LTD.

_____

_____

Insurance Surety Bond No: Issue Date:

Amount of Bond: Expiry/Validity Date:

1. WHEREAS RITES Ltd.*/RITES Ltd. acting for and on behalf as Agent/Power of Attorney Holder of ..... (hereinafter called 'The Employer') (which expression shall unless repugnant to the subject or context include its successors and assigns) has invited bids by way of E-tender Number-..... dated ..... (hereinafter called 'the Tender') for ..... (*description of the tender work*).
   * Strike out whichever is not applicable

2. AND WHEREAS ..... (*name of the bidder*) (hereinafter called 'the Bidder') has submitted a bid for the Tender to the Employer.

3. AND WHEREAS an Insurance Surety Bond for Rs..... (Rupees ..... only) (*Amount of EMD*) in favour of RITES Ltd. (hereinafter called the "Beneficiary") valid till ..... (*the date of validity of this Insurance Surety Bond from the date of the submission of Tender's offer*) is required to be submitted by the Bidder as EMD along with the Tender.

4. We ..... (*Name of the Insurance Company*) (hereinafter called "the Surety Insurer") having our office at ..... (*Address of the Surety Insurer*) hereby give this Insurance Surety Bond and hereby agree unequivocally and unconditionally to pay to RITES Ltd. immediately on demand and without demur to the extent of the said sum of Rs. ..... (Rupees ..... only) for which payment well and truly to be made to the said Beneficiary, the Insurance Company binds itself, its successors and assigns by these presents on default of any of the conditions of the Tender as follows:

   i. if the Bidder after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier,

      1. withdraws his tender; or



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2. makes any modification in the terms and conditions of the tender which are not acceptable to the Employer

3. impairs or derogates from the tender in any respect within the period of validity of the tender

4. If the bidder does not accept the correction of his price during evaluation

ii. in case any information/document which may result in the Bidder's disqualification is concealed by the Bidder or any statement/information/document furnished by the Bidder or issued by an Insurance company/Agency/Third Party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Insurance Company/Agency/Third Party.

iii. in the case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee within the period specified under Clause 5.8 of GCC.

5. We (*Name of the Insurance Company*) undertake to pay to the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the Beneficiary will note that the amount claimed by it is due to its owing to the occurrence of one or more of the conditions mentioned above, specifying the occurred condition or conditions.

6. The Insurance Surety Bond shall be unconditional and irrevocable.

7. This Insurance Surety Bond will not be discharged due to the change in the constitution of the *Surety Insurer* or the Contractor.

8. This Insurance Surety Bond will neither be cancelled nor revoked by the *Surety Insurer* without the written authorization of the beneficiary (**RITES Ltd.**). For this purpose, the beneficiary would inform the *Surety Insurer* of their authorized signatories together with the specimen signatures.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Insurance Surety Bond shall not exceed Rs. ..... (Rupees ..... only)

II. This Insurance Surety Bond shall be valid up to ..... (Insert the date i.e., 45 days after the period of bid validity)

III. It is a condition of our liability for payment of the Insurance Surety Bond amount or any part thereof arising under this Insurance Surety Bond that we receive a valid written claim or demand for payment under this Insurance Surety Bond on or before ..... (*Insert claim period) failing which our liability under the Insurance Surety Bond will automatically cease.

Signed and sealed this _____Day of ____Month _____Year at _____(Place)

**For and on behalf of the Insurance Company (Surety Insurer)**
Authorised Signatory of Insurance Company:
Name:
Designation:
Address:

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IRDAI Licence No:

**Seal of Insurance Company**

**Witnesses**

1. Signature: _____
   Name & Address: _____

2. Signature: _____
   Name & Address: _____

**Note:**

1. *There should be adequate gap, preferably 06 months, in the Expiry/Validity date and Claim Period. In case, the insurance company is not agreeing for claim period, the validity of Insurance Surety Bond should be for the period as per the provisions of Tender Document plus desired claim period of minimum 03 months.
2. In case of any cutting or overwriting on the Insurance Surety Bond, it should be properly authenticated under the signature and seal of the officer(s) who has/have signed the Insurance Surety Bond.
3. To be put in sealed cover by Insurance Company and addressed to the concerned officer of RITES Ltd.

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**Formats**

**10) Format 1.3-A (Proforma of Bank Guarantee for Earnest Money Deposit (EMD)) shall be deleted:**

**Format 1.3-A: Deleted**

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**Formats**

**11) Format 1.6 (Proforma of Insurance Surety Bond for Performance Security) shall be added after Format 1.5 as given below:**

**Format 1.6**

**Proforma of Insurance Surety Bond for Performance Security**

*(On Non-Judicial Stamp Paper of Appropriate Value)*

To,
RITES Ltd.
_____
_____

Insurance Surety Bond No:
Amount of Bond:

Issue Date:
Expiry/Validity Date:

21/7/2016.

In consideration of the Employer having agreed under the terms and conditions of contract made vide his Letter of Acceptance (LOA) No. _____ dated _____ between _____ (the Employer) represented by RITES Ltd.*/**RITES Ltd.** for and on behalf of the Employer as an **Agent/Power of Attorney Holder** and _____ (hereinafter called *"the said Contractor"*) for the work _____ (hereinafter called *"the said Agreement"*), the Contractor having agreed to production of an irrevocable Insurance Surety Bond for **Rs.** _____ **(Rupees** _____ **only)** as a Security/Guarantee for compliance of his obligations in accordance with the terms and conditions in the said Agreement.

* Strike out whichever and wherever is not applicable

**1.** We, _____ (indicate the name of the Insurance Company) (hereinafter referred to as *"Surety Insurer"*), having our office at ..... (Address of the *Surety Insurer*) hereby undertake to pay to **RITES Ltd.**, acting for and on behalf of the Employer as an Agent/Power of Attorney Holder, an amount not exceeding **Rs.** _____ **(Rupees** _____ **only)** on demand by **RITES Ltd.** for and on behalf of the Employer as an Agent/Power of Attorney Holder.

**2.** We, _____ (indicate the name of the Insurance Company), do hereby undertake to pay the amounts due and payable under this Insurance Surety Bond without any demur, merely on a demand from **RITES Ltd.** for and on behalf of the Employer as an Agent/Power of Attorney Holder, stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the ***Surety Insurer*** shall be conclusive as regards the amount due and payable by the *Surety Insurer* under this Insurance Surety Bond. However, our liability under this Insurance Surety Bond shall be restricted to an amount not exceeding **Rs.** _____ **(Rupees** _____ **only).**

**3.** We, the said *Surety Insurer*, further undertake to pay to the Employer represented by **RITES Ltd.** for and on behalf of the Employer as an Agent/Power of Attorney Holder any money so demanded, notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

**4.** We, _____ (indicate the name of the *Insurance Company*), further agree that the Insurance Surety Bond herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of the Employer represented by **RITES Ltd.** for and on behalf of the Employer as an Agent/Power of Attorney Holder under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged, or till the Engineer-in-Charge on behalf of the Employer represented by **RITES Ltd.** for and on behalf of the Employer as an Agent/Power of Attorney Holder certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this Insurance Surety Bond.

**5.** We, _____ (indicate the name of the *Insurance Company*), further agree with the Employer represented by **RITES Ltd.** for and on behalf of the Employer as an Agent/Power of Attorney Holder that the Employer shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by



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the Employer against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

**6.** The Insurance Surety Bond shall be unconditional and irrevocable.

**7.** This Insurance Surety Bond will not be discharged due to the change in the constitution of the *Surety Insurer* or the Contractor.

**8.** This Insurance Surety Bond will neither be cancelled nor revoked by the *Surety Insurer* without the written authorization of the beneficiary (**RITES Ltd.**). For this purpose, the beneficiary would inform the *Surety Insurer* of their authorized signatories together with the specimen signatures.

**9.** This Insurance Surety Bond shall be valid up to _____ unless extended on demand by the Employer represented by **RITES Ltd.** for and on behalf of the Employer as an Agent/Power of Attorney Holder.

NOTWITHSTANDING ANYTHING MENTIONED ABOVE:

I. Our liability under this Insurance Surety Bond shall not exceed Rs. ..... (Rupees ..... only)

II. This Insurance Surety Bond shall be valid up to ..... (Insert the date of expiry/validity)

III. It is a condition of our liability for payment of the Insurance Surety Bond amount or any part thereof arising under this Insurance Surety Bond that we receive a valid written claim or demand for payment under this Insurance Surety Bond on or before ..... (*Insert claim period) failing which our liability under the Insurance Surety Bond will automatically cease.

Signed and sealed this _____Day of ____Month _____Year at _____(Place)

**For and on behalf of the Insurance Company (Surety Insurer)**
Authorised Signatory of Insurance Company:
Name:
Designation:
Address:
IRDAI Licence No:
**Seal of Insurance Company**

**Witnesses**

1. Signature: _____
   Name & Address: _____

2. Signature: _____
   Name & Address: _____

**Note:**

1. *There should be adequate gap, preferably 12 months, in the Expiry/Validity date and Claim Period. In case, the insurance company is not agreeing for claim period, the validity of Insurance Surety Bond



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should be for the period as per the provisions of Tender Document plus desired claim period of minimum 06 months.

2. In case of any cutting or overwriting on the Insurance Surety Bond, it should be properly authenticated under the signature and seal of the officer(s) who has/have signed the Insurance Surety Bond.
3. To be put in sealed cover by Insurance Company and addressed to the concerned officer of RITES Ltd.

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No. e-file C. No. 81881/RITES/CPC/STDNCS/Correction Slip No. 12 (RITES Standard E-Tender Document for Procurement of Other (Non-Consultancy) Services

Date: 21.07.2026

The above Correction Slip No. 12 to RITES Standard E-Tender Document for Other (Non-Consultancy) Services, May 2023 is issued with the approval of the Competent Authority.

21/7/2026

(Sushil Yadav)
GGM/F-1/CPC

1. Secy. to CMD/DT/DF/DP for kind information of CMD/DT/DF/DP please
2. Secy. to CVO for kind information of CVO please
3. Vertical Heads, Regional Heads, PU/Sub-Unit/ RIO Heads and Regional Business Heads
4. GM/IT for getting uploaded on RITES website under Tenders → Standard Tender Documents for Services → RITES Standard E-tender Document for Procurement of Other (Non-Consultancy) Services, May 2023 (Correction Slip No. 12), and on RITES ESS Portal/ CPC Document Tab