

**HSCC (India) Limited**  
**MINISTRY OF HEALTH & WELLNESS**  
**REPUBLIC OF MAURITIUS**

**Date: 26.07.2021**

**Amendment No. – V**

**Project Name: Construction of Eye Hospital at Mauritius including internal & external Electrical, HVAC, PHE, fire fighting, developments works etc. including their maintenance during Defect Liability period.**

**Tender no: HSCC/Mauritius/EYE/2021.**

This has reference to the subject works

The following Amendment-V may be noted, which shall be treated as a part of tender to be submitted duly signed & stamp along with tender.

**Further, the following may please be noted as under:**

<b>As per Amendment-II</b>	<b>Amended Clause May be read as</b>
<b>As per Amendment-II, Annexure-D (PROFORMA FOR BID SECURITY BANK GUARANTEE) was attached.</b>	<b>Revised Annexure-D (PROFORMA FOR BID SECURITY BANK GUARANTEE) is attached with this Amendment-V.</b>

All other terms & conditions of tender shall remain unchanged.

Prospective bidders are advised to regularly scan through HSCC website <http://www.hsccltd.co.in>, <https://www.dgmarket.com>, [www.health.govmu.org](http://www.health.govmu.org), and [publicprocurement.govmu.org](http://publicprocurement.govmu.org) as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

(-Sd-)  
HSCC (India) Limited

**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,

Deputy Permanent Secretary,  
Ministry of Health & Wellness,  
Government of Mauritius

Dear Sir,

In consideration of the **Ministry of Health & Wellness, Republic of Mauritius (hereinafter called "Employer")** which expression shall include his successor and assigns represented by his Consultant M/s. **HSCC (INDIA) Ltd., Plot – 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301 (hereinafter called HSCC / Consultant)** 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 Employer any money so demanded by the Employer / 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 180 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)