

Ref.NHIDCL/RO/A&N/FY 2020-21/04

Date: 10.10.2020

CORRIGENDUM- II

Subject: Detailed survey of NH-4 from Km 0.00 to Km 330.7 using Network Survey Vehicle (NSV) in the Union Territory of Andaman & Nicobar Islands-reg.

Tender ID: 2020_NHIDC_586841_1

With reference to the above tender ID, the changes are as under:

Sl No.	Reference No	Original	Amended (shall be read as)
1.	RFP, Section-I, Notice Inviting Tender (NIT), Clause 7, page-5; Schedule of Bidding Process	Date of submission of Tender/ Bid (online & hardcopy)	Date of submission of Tender/ Bid (online)
2.	RFP, Section-I, Notice Inviting Tender (NIT) / Letter of Invitation, Clause 15, page-8; Mode of submission	The envelope containing Technical bid should also indicate clearly the name of the bidder and his/her address. In addition, the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to the address mentioned above and shall reach on 19.10.2020 by 1500 hrs. The on line bids shall be opened at 1500 hrs on 20.10.2020.	The envelope containing Technical bid should also indicate clearly the name of the bidder and his/her address. In addition, the left-hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to the address mentioned above and shall reach in sealed envelope before signing of contract. The online bids shall be opened at 1500 hrs on 20.10.2020.
3.	RFP, Section-I, Notice Inviting Tender (NIT) Clause 2, page-4; Cost of Bid documents & Clause 4, page-7; Letter of Invitation	<u>Cost of Bid Documents (Non-Refundable):</u> Rs 5,000/- + GST @18% at the time of the submission of the Bid Proposal, in the form of RTGS-NEFT (Bank A/c 99003210000023, IFSC: SYN0009900) /Demand Draft only in favour of "Executive Director, NHIDCL, RO - Port Blair" payable at Port Blair (Non-Refundable).	<u>Cost of Bid Documents (Non-Refundable):</u> Rs 5,000/- + GST @18% at the time of the submission of the Bid Proposal, in the form of RTGS-NEFT (Bank A/c 99003210000023, IFSC: SYN0009900) /Demand Draft only in favour of "Executive Director, NHIDCL, RO - Port Blair" payable at Port Blair (Non-Refundable). In case Bidder falls under a category of MSME seeking any exemption from the cost of bid documents, scanned copy of the document in support of exemption sought, needs to be uploaded by the bidder during bid submission.

4	RFP, Section-V, Conditions of Contract & Terms of References, Clause 11, page-33; General Conditions of Contract/ Payment to Consultant	<p>Payment to the consultant Payment will be made on completion of each indent and subsequent submission of Invoices/ Bills in duplicate to the engineers. Price of services as quoted by the consultant in the "Financial Proposal" which has been finally accepted by the employer shall be the basis of payment.</p>	<p>Payment to the consultant</p> <p>11.1 Payment will be made on completion of each indent and subsequent submission of Invoices/ Bills in duplicate to the engineers. Price of services as quoted by the consultant in the "Financial Proposal" which has been finally accepted by the employer shall be the basis of payment.</p> <p>11.2 If required, the Authority shall make an interest-bearing mobilisation advance payment (the "Mobilisation Advance Payment") @ "Bank Rate + 3%", equal to 10 % (ten percent) of the Contract Price exclusively for mobilisation expenses. This amount shall be made in two instalments each equal to 5% (five percent) of the Contract Price. The second 5% (five percent) mobilisation advance would be released after submission of utilization certificate by the Contractor for the first 5% (five percent) advance already released earlier.</p> <p>11.3 The Consultant may apply to the Authority for the first instalment of the Mobilisation Advance Payment at any time after the Appointed Date, along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Section-IVD(i), to remain effective till the complete and full repayment thereof.</p> <p>11.4 The Mobilisation Advance Payment shall be paid by the Authority to the Contractor within 15 (fifteen) days of the receipt of its respective requests in accordance with the provisions of this Clause 11 of payment to consultant.</p> <p>11.5 Recovery of the mobilisation advance shall commence in the first Payment onwards.</p> <p>11.6 Upon Termination on account of Contractor's Default the Authority shall encash and appropriate the Bank Guarantee, if any, for and in respect of the</p>
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5.	RFP, Section-V, Conditions of Contract & Terms of References, Clause 16.4, page-37; General Conditions of Contract/ Payment on Termination	16.4 (a) to (c) : Payment on Termination	<u>:Addition of Clause in RFP:</u> 16.4(d) Upon Termination on account of Contractor's Default the Authority shall encash and appropriate the Bank Guarantee, if any, for and in respect of the outstanding Advance Payments and interest thereon
6.	RFP, Section-IV, Form of Bank Guarantee, Agreement, & LOA	Section-IVD & Section-IVE at page 25 & 26 of RFP	<u>:Addition of Form in RFP:</u> <u>Section-IVD (i)</u> Form of Bank Guarantee for Mobilization Advance Payment, As per Annexure-I (copy enclosed)

(Col. Devendra Singh (Retd.))
Executive Director (P)
RO-Port Blair

SECTION IVD (i)
FORM OF BANK GUARANTEE FOR MOBILISATION ADVANCE PAYMENT

To
 Executive Director (P)
 Regional Office-Port Blair
 National Highways & Infrastructure Development Corporation Ltd.
 3rd Floor, JJ Bhawan, Near Karpagam Dream Hotel,
 Bird Line, Calicut (PO), Port Blair, PIN-744105,
 Phone No: 03192-296755
 E-mail: edpportblair@gmail.com

Sub: Detailed survey of NH-4 from Km 0.00 to Km 330.7 using Network Survey Vehicle (NSV) in the Union Territory of Andaman & Nicobar Islands.

WHEREAS

[Name and address of Consultants] (hereinafter called "the consultants") has undertaken, in pursuance of Contract No. dated to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works) (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified there in the clause 11.2 & 11.3 of General Condition of Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

Now thereof we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of-----[Amount of Guarantee] [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. (Rs.) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before all our liability under this guarantee shall cease.

The Bank Guarantee shall remain valid till stipulated time for completion of work or completion of civil works whichever comes later plus 180 days.

This guarantee shall also be operatable at our _____ Branch located at _____, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked

and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Signature and Seal of the Guarantor _____ In presence of

Name and Designation _____

1. _____

(Name, Signature & Occupation)

Name of the Bank _____

Address 2. _____

(Name & Occupation)

Date _____

Give names of all partners if the Consultants is a Joint Venture.

NOTE:

- i) Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below: -

Name of the Beneficiary	NHIDCL, RO Project
Beneficiary Bank Account No.	(Bank A/c 99003210000023, IFSC: SYNB0009900)
Beneficiary Bank Name	Syndicate Bank
Beneficiary Bank Branch Name	Port Blair Branch (9900)
Beneficiary Bank Address	19-Tagore Road, Mohanpura Port, Andaman & Nicobar

- ii) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

