

CORRIGENDUM II

NHIDCL/DPR/Kohima Bypass/Nagaland/2016

04.07.2016

To,
All prospective Bidders,

Sub: Consultancy Services for carrying out Feasibility Study, Preparation of Detailed Project Report (DPR) and providing pre-construction services in respect of 4 Laning of Kohima Bypass connecting NH-39 (New NH-02), NH-150(New NH-02), NH-61(New NH-29) and NH-39 (New NH-02) on Engineering, Procurement and Construction (EPC) mode in the state of Nagaland

Ref: RFP dated 14.06.2016

Sir/Madam,

Please find enclosed herewith, corrigendum no 1 pertaining to Bank Guarantee format for Bid Security which shall form part and parcel of RFP document under " SPECIAL CONDITIONS OF CONTRACT" as Appendix I (3) and Reply to Pre-Bid Query.

Sl No.	Clause/Appendix/Section	Query	Reply
1	1.10 and (III) Special Condition of Contract	With reference to consultancy Package No. : NHIDCL/DPR/Kohima Bypass/Nagaland/2016 & Consultancy Package No. : NHIDCL/DPR/Ar.Pr/Demwe-Hawai/2016, it has been said that the "Bid Security" amount for the above two projects will have to be submitted in the form of Bank Guarantee, but in RFP document there is no format of Bank Guarantee for "Bid Security" except format for Performance Security.	As Per Enclosure I of Corrigendum II



(Y.C Srivastava)
General Manager (Tech)

Enclosure I

Appendix I(3)

Bank Guarantee for BID
Security (Refer Clauses
2.1.6 and 2.20.1)

B.G. No.

Dated:

- I. In consideration of you, Managing Director , National Highways and Infrastructure Development Corporation Limited (NHIDCL) having its office at 3rd Floor, PTI Building, 4, Parliament Street, New Delhi – 110001, (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 and having its registered office at (and acting on behalf of its JV) (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 the “Consultancy Services for carrying out Feasibility Study, Preparation of Detailed Project Report (DPR) and providing pre-construction services in respect of 4 Laning of Kohima Bypass connecting NH-39 (New NH-02), NH-150(New NH-02), NH-61(New NH-29) and NH-39 (New NH-02) on Engineering, Procurement and Construction (EPC) mode in the state of Nagaland” through an Engineering, Procurement and Construction (EPC) Contract (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft contract Agreement (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 in terms of Clause 1.10 of the RFP Document, 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) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil 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 fulfilment 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 any 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 fulfil 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 120 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 30 (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 fulfilment 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 fulfilment 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 which 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 unrealised.
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.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. **** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before*** (indicate date falling 180 days after the BID Due Date).
14. This guarantee shall also be operatable at our New Delhi 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.
15. Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below:-

S.no.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1 st Parliament Street, New Delhi-110001

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

(iii) THE USE OF STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS) HAS BEEN MADE MANDATORY BY I.B.A FOR BANK GUARANTEES TRANSACTIONS WITH IMMEDIATE EFFECT.

BANK GUARANTEES WILL BE CONTINUED TO BE ISSUED IN PAPER FROM AND DELIVERED TO THE BENEFICIARY/APPLICANT HOWEVER IN ADDITION TO THIS A SEPARATE ADVISE OF THE BG IS TO BE SENT BY ISSUING BANK TO ADVISING BANK THROUGH SFMS, ONLY AFTER WHICH PAPER BG WOULD BECOME OPERATIVE.