



NHIDCL/Assam/S-D/P-4/2021/198611/ 171

Date: 23.09.2021

**CORRIGENDUM -III**

**Name of Work:** Widening/Improvement to 4(Four) Lane with Paved Shoulder configuration of existing single lane road from Moterjharat to Kheksiali Section (Package-IV) of Srirampur - Dhubri Section of NH-127B from existing Km 37.309 to Km 44.014 (Design Km 36.500 to Km 43.300), (Design Length=6.800 Km) on EPC Mode in the State of Assam under JICA-ODA loan assistance.

**Tender ID: 2021\_NHIDC\_640414\_1**

It is to inform to all the prospective bidders that the following amendments are being carried out:

S. No.	Reference Item	Existing Provisions	Modified Provisions (to be read as)						
1.	In the Schedules - G	Existing "Annexure -II" of Schedule - G (Form for Guarantee for Advance Payment).	Modified "Annexure-II" of Schedule - G (Form for Guarantee for Advance Payment) as per <b>Annexure - A</b> of this Corrigendum.						
2.	In the DCA, Article 8.3. (iv)	<p>In the event of withdrawal of Works under Clause 8.3 (iii) (a), the Contract Price shall be reduced by an amount equal to 90 (ninety) per cent of the value of the Works withdrawn and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of Works.</p> <p>Provided that if any Works are withdrawn after commencement of the Construction of such works, the Authority shall pay to the Contractor 110% (one hundred and ten per cent) of the fair value of the work done, as assessed by the Authority' Engineer.</p> <p>The parties expressly agree that the value of the Works withdrawn shall be determined from the details available in Schedule-H. In the event that it is impossible to determine the value from Schedule-H, then the value shall be determined in accordance with the provisions of Clause 13.2 (iii).</p>	<p>In the event of withdrawal of Works under Clause 8.3 (iii) (a), the Contract Price shall be reduced by an amount equal to the percent of the value of the work withdrawn as mentioned in the Table below and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of work.</p> <table border="1"> <thead> <tr> <th>Value of the Work withdrawn</th> <th>Percentage of value of works to be reduced from Contract Price</th> </tr> </thead> <tbody> <tr> <td>Upto Rs. 100 Crore</td> <td>90%</td> </tr> <tr> <td>More than Rs. 100 Crore</td> <td>Rs. 90 Crore plus 95% of the amount greater than Rs. 100 Crore</td> </tr> </tbody> </table> <p>Provided that if any Works are withdrawn after commencement of the Construction of such works, the Authority shall pay to the Contractor 110% (one hundred and ten per cent) of the fair value of the work done, as assessed by the Authority' Engineer.</p>	Value of the Work withdrawn	Percentage of value of works to be reduced from Contract Price	Upto Rs. 100 Crore	90%	More than Rs. 100 Crore	Rs. 90 Crore plus 95% of the amount greater than Rs. 100 Crore
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*h*

S. No.	Reference Item	Existing Provisions	Modified Provisions (to be read as)
			The parties expressly agree that the value of the Works withdrawn shall be determined from the details available in Schedule-H. In the event that it is impossible to determine the value from Schedule-H, then the value shall be determined in accordance with the provisions of Clause 13.2 (iii).



(K. C. Bhatt)

23/9/21

**Dy. General Manager (Tech.)**

**Annexure – II**  
(Schedule - G)  
(See Clause 19.2)

**FORM FOR GUARANTEE FOR ADVANCE PAYMENT**

The Managing Director,  
National Highways & Infrastructure Development Corporation Ltd.  
PTI Building, 3<sup>rd</sup> Floor,  
4, Parliament Street  
New Delhi - 110001

WHEREAS:

- A. [name and address of contractor] (hereinafter called the “**Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with the National Highways and Infrastructure Corporation Ltd., (hereinafter called the “**Authority**”) for the “-----  
**Name of Work** -----” subject to and in accordance with the provisions of the Agreement .
- B. In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (herein after called “Advance Payment”) equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Advance Payment is Rs. --- --- cr. (Rupees ----- crore) and the amount of this Guarantee is Rs. ----- cr. (Rupees ----- crore) (the “**Guarantee Amount**”)<sup>s</sup> .
- C. We, .....through our branch at ..... (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**” ) for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways & Infrastructure Development Corporation Limited], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

2. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
3. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
4. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation 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 Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
5. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.
6. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
7. The Guarantee shall cease to be in force and effect on \*\*\*\*. Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
11. This guarantee shall also be operatable at our..... Branch at New Delhi, 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 thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
12. Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below:-

S. No.	Particulars	Details
1	Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank, Transport Bhawan, 1 <sup>st</sup> 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:**

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