

National Highways & Infrastructure Development Corporation Limited

Subject: “Strengthening & Upgradation of existing carriageway to intermediate lane from Km 0.000 to Km 42.820 of length 42.820Kms on Baramulla-Gulmarg section of NH-701A in the Union Territory of Jammu & Kashmir on EPC mode”.

Contract Package No.: NHIDCL/J&K /B-G/NH-701A/2020

Tender Id: 2020_NHIDC_565884_1

Amendment No.02

Sr. No	Reference section/ clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
REQUEST FOR PROPOSAL (RFP)			
	Section 2 Clause 2.14.1.2	To participate in the bidding, it is mandatory for the Bidders to get registered their firm/ Joint Venture with e-procurement portal https://eprocure.gov.in/eprocure/app & https://nhidcl.com to have user ID & password which has to be obtained free of cost. Following may kindly be noted:	To participate in the bidding, it is mandatory for the Bidders to get registered their firm/ Joint Venture with e-procurement portal https://eprocure.gov.in/eprocure/app to have user ID & password which has to be obtained free of cost. Following may kindly be noted:
	Financial Capacity of the Bidder ANNEX-III,	5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.15 (g) of the RFP document.	5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.11 of the RFP document.
	Clause 2.20.1 Bid Security.	The bidder has to sign a Bid securing declaration accepting that if the bidder withdraws or modifies its bid during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date or if the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request for bid documents, the bidder will be suspended from participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work. The bid securing declaration shall be submitted as per the format at	The bidder has to sign a Bid securing declaration accepting that if the bidder withdraws or modifies its bid during the period of validity from the bid due date or if the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request for bid documents, the bidder will be suspended from participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work. The bid securing declaration shall be submitted as per the format at Appendix-II (Format for Bid Securing



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Appendix IA Annex-III Format for Turnover (Appendix-XI)	<p>4. We under:</p> <table border="1" data-bbox="488 488 935 954"> <thead> <tr> <th>S.No.</th> <th>Financial year</th> <th>Turnover (₹ In lakh)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Year 1 (2018-2019)</td> <td></td> </tr> <tr> <td>2</td> <td>Year 2 (2017-2018)</td> <td></td> </tr> <tr> <td>3</td> <td>Year 3 (2016-2017)</td> <td></td> </tr> <tr> <td>4</td> <td>Year 4 (2015-2016)</td> <td></td> </tr> <tr> <td>5</td> <td>Year 5 (2014-2015)</td> <td></td> </tr> </tbody> </table> <p><i>In case financial statements of the latest financial year are not audited and therefore, the bidder cannot make it available, the bidder shall provide an undertaking to this effect and statutory auditor shall certify the same. In such case, the bidder shall provide the audited financial statements for five years immediately preceding the year for which the audited annual report is not being produced as per clause 2.2.2.8 of the RFP. In such circumstances, the annual turnover for the year for which audited annual financial statements are not available shall be considered as 'Nil' for the purposes of arriving at the average annual turnover.</i></p>	S.No.	Financial year	Turnover (₹ In lakh)	1	Year 1 (2018-2019)		2	Year 2 (2017-2018)		3	Year 3 (2016-2017)		4	Year 4 (2015-2016)		5	Year 5 (2014-2015)		<p>4. We under:</p> <table border="1" data-bbox="960 470 1406 945"> <thead> <tr> <th>S.No.</th> <th>Financial year</th> <th>Turnover (₹ In lakh)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Year 1 (2019-2020)</td> <td></td> </tr> <tr> <td>2</td> <td>Year 2 (2018-2019)</td> <td></td> </tr> <tr> <td>3</td> <td>Year 3 (2017-2018)</td> <td></td> </tr> <tr> <td>4</td> <td>Year 4 (2016-2017)</td> <td></td> </tr> <tr> <td>5</td> <td>Year 5 (2015-2016)</td> <td></td> </tr> </tbody> </table> <p><i>In case financial statements of the latest financial year are not audited and therefore, the bidder cannot make it available, the bidder shall provide an undertaking to this effect and statutory auditor shall certify the same. In such case, the bidder shall provide the audited financial statements for five years immediately preceding the year for which the audited annual report is not being produced as per clause 2.2.2.8 of the RFP. In case, undertaking duly certified by statutory auditor is not submitted under such circumstances, the annual turnover for the year for which audited annual financial statements are not available shall be considered as 'Nil' for the purposes of arriving at the average annual turnover.</i></p>	S.No.	Financial year	Turnover (₹ In lakh)	1	Year 1 (2019-2020)		2	Year 2 (2018-2019)		3	Year 3 (2017-2018)		4	Year 4 (2016-2017)		5	Year 5 (2015-2016)	
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Draft Contract Agreement (DCA) & Schedules		
Article 1 Definitions and Interpretations	New Definition	Bank Rate : The standard rate at which Reserve Bank of India is prepared to buy or re-discount bills of exchange or other commercial paper eligible for purchase under the Reserve Bank of India Act 1934.
Article 7 Clause 7.5 (v)	New Clause	The contractor may, upon furnishing an irrevocable and unconditional bank guarantee substantially in the form provided at Annex-III of Schedule - G, require the Authority to refund the Retention Money deducted by the Authority under the provisions of clause 7.5 (i) Provided that the refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price.
Schedule -G Annex-III	New Form	Form for Guarantee for Withdrawal of Retention Money enclosed as Annexure-1

Encl: As above.


 B. Shivprasad
 General Manager (T)
 (30.07.2020)

Annex – III
(Schedule - G)
(See Clause 7.5(v))

Form for Guarantee for Withdrawal of Retention Money

The Managing Director,
National Highways & Infrastructure Development Corporation Limited
New Delhi
WHEREAS:

(A) [name and address of contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "Agreement") with the [name and address of the authority], (hereinafter called the "**Authority**") for the construction of the ***** section of [National Highway No. **] on Engineering, Procurement and Construction (the "**EPC**") basis, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Clause 7.5.3 of the Agreement, the Contractor may withdraw the retention money (hereinafter called the "**Retention Money**") after furnishing to the Authority a bank guarantee for an amount equal to the proposed withdrawal.

(C) We, through our branch at (the "**Bank**") have agreed to furnish this bank guarantee (hereinafter called the "**Guarantee**") for the amount of Rs. ----- cr. (Rs.-----crore) (the "**Guarantee Amount**").

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

1. The Bank hereby unconditionally and irrevocably 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.
2. 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 (NHIDCL) , that the Contractor has committed default in the due and faithful performance of all or any of its obligations for 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.

3. 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.
4. 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.
5. 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 Retention Money and 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.
6. 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 Retention Money.
7. 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.
8. The Guarantee shall cease to be in force and effect 90 (ninety) days after the date of the Completion Certificate specified in Clause 12.4 of the Agreement.
9. 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.
10. 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 authorized 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.

11. 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.

12. 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.

13. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIDCL, details of which is as under:

S.No	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002610
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank) transport Bhawan, 1st 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.