राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
प्रथम तल, टावर ए, वर्ल्ड ट्रेड सेंटर, नौरोजी नगर, नई दिल्ली–110029,
National Highways & Infrastructure Development Corporation Limited
Ministry of Road Transport & Highways, Government of India
First Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi-110029, Tel: +91 11 26768950, www.nhidcl.com
(भारत सरकार का उद्यम) (A Government of India Enterprise)
BUILDING INFRASTRUCTURE - BUILDING THE NATION
CIN: U45400DL2014GOI269062

NHIDCL/Sikkim&W.B./DPR/NH-717A&NH-717B/2023/Part I/238471/3580 21.07.2026

To
All Prospective Bidders

Subject: " Widening and Up-gradation of existing carriageway into 2-lane with paved shoulder configuration from Rhenock (existing Km 0.000) to Rongli Bazaar (existing Km 15.300) along NH-717B in the State of Sikkim on EPC mode"- **Corrigendum-01.**

Tender ID: 2026_NHIDC_914279_1

Corrigendum-01

Sl No.	Refer Clauses of the RFP/ DCA	Existing Provisions	Modified Provisions
1.	Clause no 2.21.1 of RFP(Pg no. 40-41)	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Appendix - X, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional guarantee e - Bank Guarantee from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or an irrevocable and unconditional e - Bank Guarantee from a Bank in the same form given at Appendix-VI! towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under: (i) where the bid price is below 10% but not below 20% of the project cost put to	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the form set forth in Annex IV of Schedule-G attached herewith, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional guarantee e - Bank Guarantee from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of an irrevocable and unconditional e - Bank Guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under: **Note:** *Additional performance Security shall only be submitted in form of E-Bank Guarantee. Surety bond shall not be accepted for Additional performance Security.* (i) where the bid price is below 10% but not below 20% of the project cost put to

		bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11 % with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price; (ii) where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.	bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11 % with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price; (ii) where the bid price is 20% but not below 30% of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price. (iii) where the bid price is 30% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.5% for every percentage of bid price below 30% of the project cost put to bid in addition to 3% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
		An Illustrative example for calculation of additional performance guarantee/ security for a notional project where the project cost put to bid is Rs. 1000 Cr. is given in Annexure for ready reference.	Refer modified Annexure
2.	Clause no 7.1 (i)(A) of article 7 of DCA (Pg no 41)	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the form set forth in Annex III of Schedule-G, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e- Bank Guarantee from a Bank in the form set forth in Annex-I of Schedule-G (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of Insurance Surety Bond (in the same form given in Annex-III of Schedule-G), Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the form set forth in Annex IV of Schedule-G attached herewith, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e- Bank Guarantee from a Bank in the form set forth in Annex-I of Schedule-G (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of irrevocable and unconditional e- Bank Guarantee from a Bank In the same form given at Annex-I Schedule-G towards an

		e- Bank Guarantee from a Bank In the same form given at Annex-I Schedule-G towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under: - - - (a) where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11 % with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price; - (b) where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;	Additional Performance Security (the "Additional Performance Security") for an amount calculated as under: ***Note:*** *Additional performance Security shall only be submitted in form of E-Bank Guarantee. Surety bond shall not be accepted for Additional performance Security.* (i) where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11 % with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price; (ii) where the bid price is 20% but not below 30% of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price. (iii) where the bid price is 30% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.5% for every percentage of bid price below 30% of the project cost put to bid in addition to 3% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
3.	Point no (ii) of Clause 7.4 of Article 7 of DCA-reg Release of Additional Performance Security	The Authority shall return the Additional Performance Security to the Contractor within 28 (twenty eight) days from the date of issue of Completion Certificate under Article 12 of this Agreement.	Additional Performance Security shall be released as per following: i. 25% of the Additional Performance security shall be released after COD provided the project is completed as per the scheduled time of completion including grace period as per contract, if any, without any EOT. If the project is

			not completed as per the scheduled date of completion without any EOT, 25% of the Additional performance security shall be released along with para (ii) below. ii. 25% of the Additional Performance security shall be released one year after COD provided Stretch is meeting the norms as per the contract in terms of Pavement Quality Index (PCI) / International Roughness Index (IRI) in the independent NSV survey of the Ministry/NHAI for which OM no. RW/G-23012/01/2019-W&A (Part-IV) dated 21.05.2026 may be referred. iii. Remaining 50% of the Additional Performance security shall be released after successful completion of the defect Liability period. iv. If the stretch fails to meet the norms of Pavement Quality Index (PCI) /International Roughness Index (IRI) as per the contract in any biannual assessment starting from COD in the independent NSV survey of the Ministry/NHAI, non-refundable penalty @5% of the additional performance security shall be levied for each such failure.

Remaining provisions shall remain unchanged.

Yours faithfully,

Ankus

(Ankush Mehta)
General Manager (Tech.)

Format of Insurance Surety Bond
[Performance Security]

To
The Managing Director,
National Highway & Highway Development Corporation Ltd.
1st Floor, Tower-A, World Trade Centre, Nauroji Nagar
New Delhi- 110029

WHEREAS____________________[name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. __________Dated__________ for construction of "**Widening and Up-gradation of existing carriageway into 2-lane with paved shoulder configuration Rhenock (Km 0.00) to Rongli Bazaar (Km 15.300) along NH-717B in the State of Sikkim on EPC mode.**" (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish an [Performance Security] for due and faithful performance of its obligations, under and in accordance with the Contract, during the [Construction Period/ Defects Liability Period and Maintenance Period) in a sum of Rs .... cr. (Rupees .... crore) (the "Surety Bond amount").

AND WHEREAS we, through our branch at .... (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

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

1. The Surety Insurer herby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the (Construction Period/ Defects Liability Period and Maintenance Period' under and in accordance with the Contract, 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 Surety Bond 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 of National Highway & Highway Development Corporation Ltd], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer 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 Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, 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 Surety Bond, the Authority shalt be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or

corporation or otherwise, shalt not in any way or manner affect the liability or obligation of the Surety insurer under this Surety Bond.

4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract 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 Contract and/or the securities available to the Authority, and the Surety Insurer 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 Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.

6. This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contractor for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

7 Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond 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 Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder

8. The Surety Bond shall cease to be in force and effect on ****$. Unless3 a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder. Additionally, the claim period shall be 01 (one) year beyond the validity of ISB.

9. The Surety Insurer undertakes not to revoke this Surety Bond 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 Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Surety Insurer 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 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 Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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)

[$] Insert date at least 2 (two) years from the date of issuance of this Surety Bond (in accordance with Clause 2.21 of the RFP). The Contractors can submit the BG for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the BG in one go for the entire DLP. Additionally, the claim period shall be 01 (one) year beyond the validity of ISB.

Annexure

Cost put to tender(Rs crore)	Performance Bank Guarantee (Rs crore)	% discount to project cost put to bid	Percentage Additional Performance Guarantee	Additional Performance Guarantee (Rs crore)	Total Performance Bank Guarantee (Rs crore)	PBG as % of project cost put to bid
	3%					
1000	30.00	0.00%	0.00%	0.00	30.00	3.00%
990	29.70	1.00%	0.00%	0.00	29.70	3.00%
980	29.40	2.00%	0.00%	0.00	29.40	3.00%
970	29.10	3.00%	0.00%	0.00	29.10	3.00%
960	28.80	4.00%	0.00%	0.00	28.80	3.00%
950	28.50	5.00%	0.00%	0.00	28.50	3.00%
940	28.20	6.00%	0.00%	0.00	28.20	3.00%
930	27.90	7.00%	0.00%	0.00	27.90	3.00%
920	27.60	8.00%	0.00%	0.00	27.60	3.00%
910	27.30	9.00%	0.00%	0.00	27.30	3.00%
900	27.00	10.00%	0.00%	0.00	27.00	3.00%
890	26.70	11.00%	0.10%	0.89	27.59	3.10%
880	26.40	12.00%	0.20%	1.76	28.16	3.20%
870	26.10	13.00%	0.30%	2.61	28.71	3.30%
860	25.80	14.00%	0.40%	3.44	29.24	3.40%
850	25.50	15.00%	0.50%	4.25	29.75	3.50%
840	25.20	16.00%	0.60%	5.04	30.24	3.60%
830	24.90	17.00%	0.70%	5.81	30.71	3.70%
820	24.60	18.00%	0.80%	6.56	31.16	3.80%
810	24.30	19.00%	0.90%	7.29	31.59	3.90%
800	24.00	20.00%	1.00%	8.00	32.00	4.00%
790	23.70	21.00%	1.20%	9.48	33.18	4.20%
780	23.40	22.00%	1.40%	10.92	34.32	4.40%
770	23.10	23.00%	1.60%	12.32	35.42	4.60%
760	22.80	24.00%	1.80%	13.68	36.48	4.80%
750	22.50	25.00%	2.00%	15.00	37.50	5.00%
740	22.20	26.00%	2.20%	16.28	38.48	5.20%
730	21.90	27.00%	2.40%	17.52	39.42	5.40%
720	21.60	28.00%	2.60%	18.72	40.32	5.60%
710	21.30	29.00%	2.80%	19.88	41.18	5.80%
700	21.00	30.00%	3.00%	21.00	42.00	6.00%
690	20.70	31.00%	3.50%	24.15	44.85	6.50%
680	20.40	32.00%	4.00%	27.20	47.60	7.00%
670	20.10	33.00%	4.50%	30.15	50.25	7.50%
660	19.80	34.00%	5.00%	33.00	52.80	8.00%
650	19.50	35.00%	5.50%	35.75	55.25	8.50%

640	19.20	36.00%	6.00%	38.40	57.60	9.00%
630	18.90	37.00%	6.50%	40.95	59.85	9.50%
620	18.60	38.00%	7.00%	43.40	62.00	10.00%
610	18.30	39.00%	7.50%	45.75	64.05	10.50%
600	18.00	40.00%	8.00%	48.00	66.00	11.00%
590	17.70	41.00%	8.50%	50.15	67.85	11.50%
580	17.40	42.00%	9.00%	52.20	69.60	12.00%
570	17.10	43.00%	9.50%	54.15	71.25	12.50%
560	16.80	44.00%	10.00%	56.00	72.80	13.00%
550	16.50	45.00%	10.50%	57.75	74.25	13.50%
540	16.20	46.00%	11.00%	59.40	75.60	14.00%
530	15.90	47.00%	11.50%	60.95	76.85	14.50%
520	15.60	48.00%	12.00%	62.40	78.00	15.00%
510	15.30	49.00%	12.50%	63.75	79.05	15.50%
500	15.00	50.00%	13.00%	65.00	80.00	16.00%