

Tender ID: 2020_NHIDC_598176_1

Date: 07.12.2020

Amendment - I

Sub: Construction, Operation and Maintenance of Automated Shuttle type Multilevel parking facility at Site adjoining Co-op Dept. Building, Kacheripady, Kochi, Kerala.

Ref: NIT & RFP Document uploaded on CPP and NHIDCL Portal on 20.11.2020.

Following amendments are being carried out:

Sr. No.	Reference	As Existing	As Modified
1.	Preparation of Bid (Clause 4.13.4.6) (Pg. No: 48)	-	Format for power of attorney for signing the proposal is attached as Appendix A-5 A.
2.	Documentation and submission list (Annexure A- Indenture for secured advances) Control Sheets Sheet-1 (Page No:209)	-	The format of form (Indenture for secured advances) is attached herewith as "Annexure A-Indenture for secured advances".
3.	List of approved manufacturers/Suppliers (9. Anchor Fasteners) (Pg. No: 82)	Anchor Fasteners : HILTI	Anchor Fasteners : HILTI or equivalent with prior approval of Engineer
4.	List of approved manufacturers/Suppliers (10. Structural Steel (Pg. No: 82)	Structural Steel: SAIL, JSW, Corus	Structural Steel: SAIL, JSW, Corus or equivalent with prior approval of Engineer
5.	List of approved makes/Specialized agency (11 Protection Relays) (Pg. No: 114)	Protection Relays: ABB, L & T, GE, Schneider	Protection Relays: ABB, L & T, GE, Schneider or equivalent with prior approval of Engineer
6.	Section F6 (list of approved makes of materials (1. MS Pipes) (Pg. No:165)	M S Pipes: Jindal Hissar / Tata	M S Pipes: Jindal Hissar / Tata or equivalent with prior approval of Engineer
7.	Section F6 (list of approved makes of materials (4. Double Flanged sluice valves) (Pg. No:165)	C.I.Double flanged sluice Valves: Kirloskar/ Leader	C.I.Double flanged sluice Valves: Kirloskar/ Leader or equivalent with prior approval of Engineer



8.	Section F6 (list of approved makes of materials) (5. Butterfly Valves/ Wafer type check valve) (Pg. No:166)	Butterfly valves/Wafer type Check Valve: Audco /Advance / SKF/ Veesons / Sant / Zoloto or equivalent with prior approval of Engineer	Butterfly valves/Wafer type Check Valve: Audco /Advance / SKF/ Veesons / Sant / Zoloto or equivalent with prior approval of Engineer
9.	Section F6 (list of approved makes of materials) (6. C. I. double flanged non-return valve) (Pg. No:166)	C.I.Double Flanged Non Return Valve: Kirloskar Indian Valve Leader	C.I.Double Flanged Non Return Valve: Kirloskar Indian Valve Leader or equivalent with prior approval of Engineer
10.	Section F6 (list of approved makes of materials) (20. Flow switches) (Pg. No:168)	Flow Switches: System sensor	Flow Switches: System sensor or equivalent with prior approval of Engineer
11.	Section F6 (list of approved makes of materials) (26. Pressure switches) (Pg. No:169)	Pressure Switches: DANFOSS/SWITZER	Pressure Switches: DANFOSS/SWITZER or equivalent with prior approval of Engineer
12.	Section F6 (list of approved makes of materials) (27. Pressure Gauges) (Pg. No:169)	Pressure Gauges: H.GURU/FIEBIG	Pressure Gauges: H.GURU/FIEBIG or equivalent with prior approval of Engineer
13.	Section F6 (list of approved makes of materials) (28. Battery) (Pg. No:169)	Battery: EXIDE/PRESTOLITE	Battery: EXIDE/PRESTOLITE or equivalent with prior approval of Engineer

Other terms and conditions shall remain the same.


(A. K. Singh)

General Manager (Tech.)

APPENDIX-A5-A

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(Refer Clause 4.13.4.6)

(On a Rs. 100 stamp paper duly attested by Public Notary)

POWER OF ATTORNEY

Whereas, the NHIDCL, (“NHIDCL”) has invited proposal from qualified Applicants for taking up works of _____ on Item Rate/ lumpsum/ _____ turnkey _____ basis the _____. Whereas, the Applicant is interested in bidding for the Project involving designing Parking System, construction, Supply and Installation of the Parking facility and O&M in accordance with the building designs and drawings provided and provisions of the Contract Agreement and undertaking development of the Project in accordance with the terms and conditions of the Request for Qualification (RFQ Document), Request for Proposal (RFP Document) and other connected documents in respect of the Project. Know all by these present, We [●] (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), [●] son/daughter/wife of [●] and presently residing at [●], who is presently employed with us/ the Lead Member of our Consortium and holding the position of [●], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for selection and submission of our bid for the [●] Project proposed or being developed by the [●] (the “Authority”) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to NHIDCL, representing us in all matters before NHIDCL, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with NHIDCL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with NHIDCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [●], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●], 20[●]

For [●]

(Signature, name, designation and address)

Witnesses: 1.

2.

Accepted

Notarized

To be submitted in original.

(Signature, name, designation and address of the Attorney)

Annexure -A
Indenture for Secured Advances

The Managing Director, NHIDCL
2nd Floor, PTI Building,
4, Parliament Street,
New Delhi – 110001

WHEREAS:

- (A) [name and address of contractor](Herein after called “the Contractor”)has executed an agreement (hereinafter called the “Agreement”) with the [National Highways & Infrastructure Development Corporation Limited], (hereinafter called “the Client”) for the “
_____”(Nameofthework) through Item Rate Basis Contract, subject to and in accordance with the provisions of the Agreement.
- (B) In accordance with Clause 10B (ii or iii) of the Agreement, the Client 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. _____/-. (In words Rupees _____ only) and the amount of this Guarantee is Rs. _____/-. (in words Rupees _____ Only)(the “Guarantee Amount”)
- (C) We, _____throughout branch at _____(the “Bank”)have agreed to furnish this bank guarantee (herein after 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 Client, upon itsmere 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 Client shall claim, without the Client 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 Client, under the hand of an officer not below the rank of [General Manager in the National Highways & Infrastructure Development Corporation Ltd.], that the Contractor has committed default in the due and

- 3) 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 Client 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 Client and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Client or body, or by the discharge of the Contractor for any reason whatsoever
- 4) In order to give effect to this Guarantee, the Client 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.
- 5) It shall not be necessary, and the Bank hereby waives any necessity, for the Client to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- 6) The Client 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 Client 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 Client, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Client 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 Client 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.
- 7) 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 Client in respect of or relating to the Advance Payment.
- 8) 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 Client on the Bank under this Guarantee all rights of the Client under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 9) The guarantee shall cease to be in force and effect 90 (ninety) days after

- 10) The end of the one year from the date of payment of the installment of the Advance Payment, as set forth in Clause 10B of the Agreement.
- 11) The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Client 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.
- 12) 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 Client that the envelope was so posted shall be conclusive.
- 13) This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Client pursuant to the provisions of the Agreement.
- 14) This guarantee shall also be operable 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.
- 15) Intimation regarding issuance of this Bank Guarantee shall be sent to Client'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, 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) _____