

## National Highways & Infrastructure Development Corporation Limited

**Project Name:** Consultancy Services for Preparation of Detailed Project Report for 2 laning of Lunglei Bypass on western side of Lunglei town in the State of Mizoram.

**Contract Package No.:** NHIDCL/Mizoram/DPR/Lunglei bypass/2022-23

**Tender Id:** 2023\_NHIDC\_746028\_1

### Amendment No. 1

Sl. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)									
1.	Clause 3.1.1 (v) of Letter of Invitation (LOI) of RFP, Page no. 8	<p>The Consultant shall furnish as part of its Proposal, a Bid Security of Rs. <b>2,00,000/-</b> (Rupees Two lakhs only) in the form of a <b>Bank Guarantee</b> (as per the format specified in Appendix XI of this RFP document) or <b>in the form of Demand Draft</b> (the "Bid Security"), valid for 45 days beyond the validity of the Proposal. <b>The Bid Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial banks or online payment in an acceptable form safeguarding the purchase's interest in all respects.</b> The Proposal submitted without Bid Security will be summarily rejected. The Bid Security of the successful Consultant will be returned when the Consultant has signed the Contract Agreement with the Client and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be.....Consultant.</p>	<p>The Consultant shall furnish as part of its Proposal, a Bid Security of Rs. <b>2,00,000/-</b> (Rupees Two lakhs only) in the form of <b>e-Bank Guarantee (e-BG)</b> (as per the format specified in Appendix XI of this RFP document) or <b>may be deposited through online facility provided by the IndusInd Bank</b> (the "Bid Security"), valid for 45 days beyond the validity of the Proposal. The Proposal submitted without Bid Security will be summarily rejected. The Bid Security of the successful Consultant will be returned when the Consultant has signed the Contract Agreement with the Client and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be.....Consultant.</p> <p><b><u>For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22<sup>nd</sup> March 2023 may be referred, which is attached as Appendix-A.</u></b></p>									
2.	Clause 9 of Data Sheet of RFP, Page no. 23	<p>The fee for the document amounting to Rs. <b>5,900/- (Rupees Five Thousand Nine Hundred only)</b> (Rs. 5,000/- plus GST@18%) (Non-refundable ) is to be deposited online (<b>RTGS/NEFT/Other online mode</b>) to the <b>NHIDCL's Bank account as mentioned below</b>. A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted.</p> <table><tr><th>Sr. No.</th><th>Particulars</th><th>Details</th></tr><tr><td>1.</td><td>Name of Beneficiary</td><td>National Highways &amp; Infrastructure Development Corporation Limited</td></tr><tr><td>2.</td><td>Beneficiary Bank Account No.</td><td>90621010002610</td></tr></table>	Sr. No.	Particulars	Details	1.	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited	2.	Beneficiary Bank Account No.	90621010002610	<p>The fee for the document amounting to Rs. <b>5,900/- (Rupees Five Thousand Nine Hundred only)</b> (Rs. 5,000/- plus GST@18%) (Non-refundable) is to be deposited online through <b>online facility provided by the IndusInd Bank</b> to the NHIDCL's Bank account. A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted. <b><u>For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22<sup>nd</sup> March 2023 may be referred, which is attached as Appendix-A.</u></b></p>
Sr. No.	Particulars	Details										
1.	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited										
2.	Beneficiary Bank Account No.	90621010002610										



Sl. No.	Reference section/clause no./ Annexure/items	Existing Provision		Modified Provision (To be read as)
		3.	Beneficiary Bank Branch Name and Address Canara Bank, Transport Bhawan, 1st Parliament Street, New Delhi 110001	
		4.	Beneficiary Bank Branch IFSC CNRB0019062	
3.	Clause 6.1.1 of Letter of Invitation (LOI) of RFP, Page no. 17	<p>The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional <b>Bank Guarantee</b> equivalent to 5% of the total contract value from Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is available on NHIDCL website. The Authority reserves the right to add or remove any of names bank on which <b>BG</b> shall be accepted based on advisories from the Govt./RBI. The <b>BGs</b> issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. In case of JV, the <b>BG</b> shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 5% of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services, or end of civil works contract, whichever earlier. <u>The Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the purchase's interest in all respects.</u> The <b>Bank Guarantee</b> will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure / termination.</p>		<p>The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional <b>e-Bank Guarantee (e-BG) only</b> equivalent to 5% of the total contract value from Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is available on NHIDCL website. The Authority reserves the right to add or remove any of names bank on which <b>e-BG</b> shall be accepted based on advisories from the Govt./RBI. The <b>e-BGs</b> issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. In case of JV, the <b>e-BG</b> shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 5% of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services, or end of civil works contract, whichever earlier. <u>The e-Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure / termination. For further details and step by step process regarding e-BG, NHIDCL Office Order dated 22<sup>nd</sup> March 2023 may be referred, which is attached as Appendix-A.</u></p>

Sl. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
4.	Clause 6.3 (a) of General Conditions of Contract, Page no. 215	The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a <u>bank guarantee</u> by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and ii) in such form as the Client shall have approved in writing.	The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a <u>e-bank guarantee</u> by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and ii) in such form as the Client shall have approved in writing.
5.	Clause 7.2 of General Conditions of Contract, Page no. 218	An amount equivalent to 10% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 3 years from completion of consultancy services, whichever is earlier. The retention money will however be released by the Client on substitution by <u>Bank Guarantee</u> of the same amount valid upto the period as above. Out of this 15%, 10% shall be in the form of <u>Bank Guarantee</u> and 5% shall be the amount retained from Consultancy fee payable to the Consultant.	An amount equivalent to 10% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 3 years from completion of consultancy services, whichever is earlier. The retention money will however be released by the Client on substitution by <u>e-Bank Guarantee</u> of the same amount valid upto the period as above. Out of this 15%, 10% shall be in the form of <u>e-Bank Guarantee</u> and 5% shall be the amount retained from Consultancy fee payable to the Consultant.
6.	Clause 2.1 (b) of Special Conditions of Contract, Page no. 226	The consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional <u>Bank Guarantee an amount equivalent to 10% of the total contract value to be received by him from a Nationalized Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or lead partner of JV for an amount equivalent to 10 % of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services.</u>	The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional <u>e-Bank Guarantee (e-BG) only equivalent to 5% of the total contract value from Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is available on NHIDCL website. The Authority reserves the right to add or remove any of names bank on which e-BG shall be accepted based on advisories from the Govt./RBI. The e-BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. In case of JV, the e-BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 5% of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services, or end of civil works contract, whichever earlier. The e-</u>

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			<u>Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure / termination. For further details and step by step process regarding e-BG, NHIDCL Office Order dated 22<sup>nd</sup> March 2023 may be referred, which is attached as Appendix-A.</u>

  
 12.3.23  
 (Udaya Singh)  
 General Manager (Technical)