

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

2023_NHIDC_744113_1

23.11.2023

Sub: Construction of Lawngtlai Bypass (Package-3) on Aizawl-Tuipang section of NH-54 in the State of Mizoram on Engineering, Procurement and Construction (EPC) mode, with Japan International Cooperation Agency (JICA) loan assistance"- Balance Work.

Amendment No-11

S.N.	Reference section/ clause no./ Annexure/Items/Amendment	Existing Provision	Modified Provision
1	1.2.4 of SECTION 1 INTRODUCTION of RFP	A Bidder is required to submit, along with its BID, a BID Security in the form of e-Bank Guarantee of Rs. 4.48 Crore (the "BID Security"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March 2023 may be referred, which is attached as Appendix-A. The Bidders shall also submit the cost of BID/RFP document of Rs. 59,000/- (including 18% GST) through online facility provided by the IndusInd Bank to the NHIDCL's account. Copy of payment receipt (RTGS/NEFT) must be submitted along with bid.	A Bidder is required to submit, along with its BID, a BID Security in the form of e-Bank Guarantee of Rs. 21.91 Lakh (the "BID Security"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. BID Security shall be submitted in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee). The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e-Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL Bank. <u>For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March 2023 may be referred, which is attached as Appendix-A.</u> Bidder will have facility to deposit the tender fee (cost of bid documents) Rs. 11,800/- (including 18% GST), in favor of NHIDCL through online facility provided by the IndusInd Bank.

No amount should be deposited directly in the bank account of NHIDCL. Bidders may refer step by step process for payment of tender fee by visiting IndusCollect website:https://induscollect.indusind.com/pay/index.php. For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order 516 dated 22nd March 2023 may be referred which is attached as Appendix-A. A copy of payment receipt (RTGS/NEFT/Other online mode) must be submitted along with bid. Details of designated bank account are as under: <table><tr><th>S.No.</th><th>Particulars</th><th>Details</th></tr><tr><td>1.</td><td>Name of Beneficiary</td><td>MD-NHIDCL</td></tr><tr><td>2.</td><td>Beneficiary Bank Account No.</td><td>90621010002610</td></tr><tr><td>3.</td><td>Beneficiary Bank Branch Name and Address</td><td>Canara Bank, Transport Bhawan, 1st Parliament Street, NewDelhi110001</td></tr><tr><td>4.</td><td>Beneficiary Bank Branch IFSC</td><td>CNRB0019062</td></tr></table>			S.No.	Particulars	Details	1.	Name of Beneficiary	MD-NHIDCL	2.	Beneficiary Bank Account No.	90621010002610	3.	Beneficiary Bank Branch Name and Address	Canara Bank, Transport Bhawan, 1st Parliament Street, NewDelhi110001	4.	Beneficiary Bank Branch IFSC	CNRB0019062			
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2	2.11.1 (f) of SECTION-2 INSTRUCTIONS TO BIDDERS RFP	BID Security of Rs. 4.48 Crore, in the form of e-BG from a Scheduled Bank (to be submitted physically as well) or may be deposited through online facility provided by the IndusInd Bank;	BID Security of Rs. 21.91 Lakh (Rupees Twenty One lakh and Ninety One thousand Only) in the form of Insurance Surety Bond (in the format at Appendix-VIIA issued by Insurance Company authorized by Insurance Regulatory & Development Authority of India), Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (in the format at Appendix-II from a Scheduled Bank) or through the online facility provided by the IndusInd Bank.																	
3	2.11.2 (d) of SECTION-2 INSTRUCTIONS TO BIDDERS of RFP	Original BID Security in the format at Appendix-II;	Original BID Security of Rs. 21.91 Lakh (Rupees Twenty One lakh and Ninety One thousand Only) in the form of Insurance Surety Bond (in the format at Appendix-VIIA issued by Insurance Company authorized by Insurance Regulatory & Development Authority of India), Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (in the format at Appendix-II from a Scheduled Bank) or through the online facility provided by the IndusInd Bank.																	

4	Below 2.11.2	While submitting Bid Security and Performance Security via Account Payee demand draft or Banker's cheque, it is to be ensured by the bidder that Account Payee demand draft or Banker's cheque are submitted physically latest within 5 working days of the Bid Due Date (upto 11: 00 hours) to the following address placed in a sealed envelope and bearing the identification "Name of the Project" [Address: Mohammad Khalid, General Manager (Tech), 3rd floor, PTI Building, 4-Parliament Street, New Delhi-110001]. Else the bid submitted will be rejected.
5	Clause 2.20.1 of SECTION-2 INSTRUCTIONS TO BIDDERS of RFP	The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 herein 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-VIIA), Account Payee Demand Draft, Banker's Cheque or e-Bank Guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Insurance Surety Bond shall be verified from the specified portal created for this purpose. The e-Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL Bank. In case the e-Bank Guarantee is issued by a Foreign Bank outside India, confirmation of the same by any nationalized bank of India is required. For the avoidance of doubt, Scheduled Bank mean a bank as defined under section 2(e) of the Reserved Bank of India Act, 1934. A scanned copy of the Account Payee Demand Draft, Banker's Cheque or e-Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender. Bidders shall also have the facility to deposit the bid security into the bank account of NHIDCL through online facility The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 herein above in the form of e-Bank Guarantee (e-BG) issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The list of Banks from whom the Bank Guarantee can be considered, is available on NHIDCL website. The bidder may also deposit the bid security fee through online facility provided by the IndusInd Bank. The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March 2023 may be referred, which is attached as Appendix-A.

			provided by the IndusInd Bank as deliberated under Clause 1.2.4. For further details and step by step process regarding 'Mandatory e-BG, EMD and Tender Fee Deposit through IndusCollect', NHIDCL Office Order 516 dated 22nd March 2023 attached at the end of this RFP may be referred. For details on list of Banks providing e-BG, NHIDCL Circular no. NHIDCL/Finance/BG Matters/Fin-eBG/Fin-02/E-182855 dated 04.05.2023 attached at the end of this RFP may be referred.
6	Clause 2.21.1 of SECTION-2 INSTRUCTIONS TO BIDDERS of RFP	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional <u>e-Bank Guarantee only</u> 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 an irrevocable and unconditional <u>e-Bank Guarantee only</u> from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculatedsecurity. <u>For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March 2023 may be referred, which is attached as Appendix-A.</u>	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional performance security in the form of Insurance Surety Bond in the format at Appendix-VIIA, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional guarantee e-Bank Guarantee from a Bank, in the form set forth at 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-VIIA, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional guarantee Electronic 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 security. <u>For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22nd March 2023 may be referred, which is attached as Appendix-A.</u>
7	Clause 20 of Appendix-IA of RFP	I/ We offer a BID Security of Rs. 4.48 Crore (Rupees Four Crore Forty Eight Lakh only) to the Authority in accordance with the RFP Document.	I/ We offer a BID Security of Rs. 21.91 Lakh (Rupees Twenty One lakh and Ninety One thousand Only) to the Authority in accordance with the RFP Document.
8	Appendix IA Point 21	The BID Security in the form of e-Bank Guarantee is attached.	The BID Security in the form of Insurance Surety Bond, Account Payee Demand Draft/ Banker's Cheque / e - Bank Guarantee (Strike out whichever is not applicable) is attached.

9	Article-7 7.1 of Performance Security of DCA	7.1 Performance Security (i) (A) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an 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 below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional e-Bank guarantee from a Bank in the same form given at Annex-I of Schedule-G towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under: (a) If the Bid Price offered by the Selected Bidder is lower than cost/cost put to the estimated project Security shall be calculated @ 20% of the difference in the (aa) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (bb) the Bid Price offered by the selected Bidder. (b) Maximum limit of additional performance security shall be limited to 3% of the Bid Price offered by the selected Bidder. (c) This "Additional Performance Security" shall be treated as part of performance security. (B) The Performance Security shall be valid until 60(sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (twenty eight) days after Project Completion Date.
		7.1 Performance Security (i) (A) 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 Appendix-VIIA of RFP, Account Payee Demand Draft, Banker's Cheque or an 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 form set forth in Annex-VIIA of RFP, Account Payee Demand Draft, Banker's Cheque or an irrevocable and unconditional e-Bank guarantee from a Bank in the same form given at Annex-I of Schedule-G towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under: (a) If the Bid Price offered by the Selected Bidder is lower than 20% of the estimated project cost/cost put to the Additional Performance Security shall be calculated @ 20% of the difference in the (aa) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (bb) the Bid Price offered by the selected Bidder. (b) Maximum limit of additional performance security shall be limited to 3% of the Bid Price offered by the selected Bidder. (c) This "Additional Performance Security" shall be treated as part of performance security. (B) The Performance Security shall be valid until 60(sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (twenty eight) days after Project Completion Date.


(Mohammed Khalid)
General Manager(T)

FORM FOR INSURANCE SURETY BOND

(See Clauses 2.21)

[Performance Security/Additional Performance Security]

To

_____ [name of Authority]

_____ [address of Authority]

WHEREAS _____ [name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No _____ Dated _____ for construction of _____ [*Construction of Lawngtlai Bypass (Package-3) on Aizawl-Tuipang section of NH-54 in the State of Mizoram on Engineering, Procurement and Construction (EPC) mode, with Japan International Cooperation Agency (JICA) loan assistance*]- Balance Work.] (hereinafter called the "Contract")

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional 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"¹).

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 hereby 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 Highways & Infrastructure Development Corporation Limited], 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

¹ **Surety Bond** Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

of its obligations during and under the Contract 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 **Surety Bond**, the Authority shall 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, shall 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 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 **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 Contract or 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 ****^s. Unless 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.

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**.

⁵Insert date atleast 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 Surety Bond 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 Surety Bond in one go for the entire DLP.

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 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 **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 **Surety bond** 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)