

National Highways & Infrastructure Development Corporation Limited

Sub: Specialised Consultancy Services for ‘Good for Tender’ design based on detailed investigations, estimation, survey, costing, preparation of Detailed Project Report, Technical Schedules of EPC documents and Land Acquisition Survey and Pre-Construction activities for Construction of 4 nos. of bypasses at Chhiathlang, Serchhip, Hnathial and Lawngtlai on Aizawl-Tuipang section of NH-54 in the state of Mizoram.

Amendment No. 1

Sr. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
1.	Section 2, Para 2 (Brief Scope of Work), sub-para (i) of Letter of Invitation (LoI) at page no. 7 of 97.	The National Highways and Infrastructure Development Corporation Limited (NHIDCL) on behalf of the Ministry of Road Transport & Highways (MORT&H), has decided to construct 4 nos. of bypasses at Chhiathlang, Serchhip, Hnathial and Lawngtlai on Aizawl-Tuipang section of NH-54 under Engineering, Procurement and Construction (EPC) Mode.	The National Highways and Infrastructure Development Corporation Limited (NHIDCL) on behalf of the Ministry of Road Transport & Highways (MORT&H), has decided to construct 4 nos. of bypasses at Chhiathlang, Serchhip, Hnathial and Lawngtlai on Aizawl-Tuipang section of NH-54 under Engineering, Procurement and Construction (EPC) Mode. Detailed Project Report cum feasibility study for these bypasses is to be carried out in consultation with the JICA study team.
2.	Section 2, Para 2 (Brief Scope of Work), sub-para (v) of Letter of Invitation (LoI) at page no. 7 of 97.	Consultant will also obtain ‘NO Objection Certificate’ from Ministry of Environment and Forest and also facilitate to obtain the estimates for shifting of utilities of all types involved from concerned local authorities in the DPR. Consultant will also be required to prepare all Land Acquisition papers (i.e. all necessary schedule and draft 3a, 3A, and 3D, 3G notification as per L.A. act) for acquisition of land either under NH Act or State Act(as applicable).	Consultant will also obtain ‘NO Objection Certificate’ from Ministry of Environment and Forest and also facilitate to obtain the estimates for shifting of utilities of all types involved from concerned local authorities in the DPR. Consultant will also be required to prepare all Land Acquisition papers (i.e. all necessary schedule and draft 3a, 3A, and 3D, 3G or equivalent notification as per applicable L.A. act) for acquisition of land either under NH Act or State Act (as applicable).

Amendment No. 1

Sr. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
3.	Section 3, Para 1.8 (Authority of Member In Charge) of Condition of Contract and ToR at page no. 24 of 97.	In case the Consultants consist of a joint venture of more than one entity, with or without an Associate the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.	Joint Venture is not allowed.
4.	Section 3, Para 4.2, sub Para (b) (Description of Personnel) of Condition of Contract and ToR at page no. 32 of 97.	<p>(b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix B may be made by the Consultants by written notice to the Client, provided</p> <p>(i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and</p> <p>(ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.</p>	Deleted.

Amendment No. 1

Sr. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
5.	Section 3, Para 4.5.2 (Removal and/or Replacement of Personnel) of Condition of Contract and ToR at page no. 33 of 97.	<p>In case notice to commence services is given within 120 days of negotiations there placement shall be as below:</p> <ol style="list-style-type: none"> Replacement up to 33%: Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 5% of the monthly rate. Replacement of more than 33% and up to 50%: Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 10% of the monthly rate. Replacement beyond 50% and upto 66%. Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 15% of the monthly rate. Replacement beyond 66 %shall normally not be considered. However in exceptional circumstances, where it becomes absolutely essential the remunerations of the substitute shall be reduced by 50 % of the original person replaced. Replacement shall be by an equal or better scoring person. The Department may initiate action for termination/debarment of such Consultant for future projects of NHIDCL/ MORTH for a period of 6 months to 24 months depending upon the severity of case. 	<p>In case notice to commence services is given within 120 days of negotiations the replacement of Key Personnel shall be dealt as below:</p> <ol style="list-style-type: none"> Replacement of Team leader cum Sr. Highway Engineer on Consultant's request shall result into reduction of Contract Price (original) by 1%. Replacement of Sr. Bridge Engineer on Consultant's request shall result into reduction of Contract Price (original) by 0.5%. Replacement of any other key personnel on Consultant's request shall result into reduction of Contract price (original) by 0.1% on each replacement. Replacement of Team Leader and of Sr. Bridge Engineer on second time on Consultant's request shall not be considered. The Department may initiate action for termination/debarment of such Consultant for future projects of NHIDCL/ MORTH for a period of 6 months to 24 months depending upon the severity of case.

Amendment No. 1

Sr. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
6.	Section 3, Para 4.5.3 (Removal and/or Replacement of Personnel) of Condition of Contract and ToR at page no. 33 of 97.	There shall be no limit on the replacements and no reduction in remunerations shall be made. The replacement shall however be of equal or better score.	The replacement shall only be with the approval of the Authority .
7.	Section 3, Para 4.5.4 (Replacement after original contract period is over) of Condition of Contract and ToR at page no. 33 of 97.	If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide are placement with qualifications and experience acceptable to him.	If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to him.
8.	Section 3, Para 4.5.6 (Replacement after original contract period is over) of Condition of Contract and ToR at page no. 33 of 97.	In exceptional situations where the replacement with equivalent or better qualification is not available, replacement with lower qualifications than the originally approved may be accepted with reduction in remuneration as per the procedure prescribed below. This kind of relaxation shall however, be limited to replacement of 2 key personnel only in one consultancy contract package. Conti.... Para (i); and Para (ii).	Deleted.
9.	Section 3, Para 6.3 (Payment to the Consultants), Sub Para (b) of Condition of Contract and ToR at page no. 36 of 97.	<p style="text-align: center;">Table under (b) Payment Schedules: deleted.</p> <p style="text-align: center;">Table for Payment Schedule is available at Para 6.3 (b) of SC (at Page no. 45 of 97 of RFP), which is applicable.</p>	
10.	Section 3, Para 10 (Change of Scope) of Condition of Contract and ToR at page no. 40 of 97.	<p>The change of Scope on account of variation of total length as well as 4 laned length of project Highway from the indicative length as given Letter of Invitation of the RFP shall be dealt as follows</p> <p>i) During the course of consultancy services in case it is considered necessary to increase/decrease the scope</p>	<p>The change of Scope on account of variation of total length of project Highway from the indicative length as given in SC shall be dealt as follows:</p> <p>i) During the course of consultancy services in case it is considered necessary to increase/decrease the scope of</p>

Amendment No. 1

Sr. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
		<p>of services (of total length or 4 laned length as compared to indicative Length as given in the RFP) by the client the same shall be notified by Change of scope notice. Similarly, if the Consultant determines that change of scope is needed, he shall inform of the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.</p> <p>ii) The Consultancy fee shall be revised on account of change of scope as below:</p> <ul style="list-style-type: none"> - In case the total length of project increase/ decrease up to more 10% of indicative length given in the RFP : No change in Consultancy Fees - In case the increase/ decrease in total length of project is more than 10 % of the indicative length as given in the RFP: The consultancy fee shall be increased/ decreased in the same proportion in which the length of the project road is increased/ decreased beyond 10%. - In case the length of 4 lane road is increased up to 10% of the length as indicated in the RFP :No change in Consultancy Fees - In case the length of 4 lane road is increased by more than 10% of the length as indicated in the RFP: The consultancy fee shall be increased by 0.25 times the average quoted rate (Rs per km) for the increased length of 4 lane beyond 10%. 	<p>services (of total length as compared to indicative Length as given in the RFP) by the client the same shall be notified by Change of scope notice. Similarly, if the Consultant determines that change of scope is needed, he shall inform of the same to the Client. The Client will examine and shall either reject the proposal or issue change of scope notice.</p> <p>ii) The Consultancy fee shall be revised on account of change of scope as below:</p> <ul style="list-style-type: none"> - In case the total length of project increase/ decrease up to more 10% of indicative length given in the RFP : No change in Consultancy Fees - In case the increase/ decrease in total length of project is more than 10 % of the indicative length as given in the RFP: The consultancy fee shall be increased/ decreased in the same proportion in which the length of the project road is increased/ decreased beyond 10%.
11.	Section 3, Para 1.6.1 (Special Conditions of Contract) of Condition of Contract and ToR at page no. 42 of 97.	Attention : General Manager (Technical) National Highway & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor , 4, Parliament Street, New Delhi-110001 Ph. - +91-98189 58636 Email: gmt@nhidcl.com	Attention: Sh. Ashok Kumar Gupta General Manager (Technical) National Highway & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor , 4, Parliament Street, New Delhi-110001 Ph. - +91-98189 58636 Email: gmt5@nhidcl.com

Amendment No. 1

Sr. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
12.	Section 3, Para 1.8 (Special Conditions of Contract) of Condition of Contract and ToR at page no. 42 of 97.	Entity to Act as Member in charge (In case of Joint Venture of Consultants) with or without an Associate: -	Deleted.
13.	Section 3, Para 2.1 (Special Conditions of Contract), sub para (b) of Condition of Contract and ToR at page no. 43 of 97.	b) The Consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee from a Nationalised 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 Nationalised 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.	b) The Consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee from a Nationalised 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 Nationalised Bank in India.
14.	Section 3, Para 2.4 (Special Conditions of Contract) of Condition of Contract and ToR at page no. 43 of 97.	The time period shall be six months or such other time period as the parties may agree in writing.	The time period shall be four months or such other time period as the parties may agree in writing.
15.	Section 3, Para 3.5 (Special Conditions of Contract), sub para (c) (v) of Condition of Contract and ToR at page no. 44 of 97.	If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.	Deleted.

Amendment No. 1

Sr. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
16.	Section 3, Para 6.1 (Special Conditions of Contract), sub para (b) of Condition of Contract and ToR at page no. 45 of 97.	The ceiling amount in local currency is Rs. Excluding Service Tax	The ceiling amount in local currency is Rs. (Inclusive of all taxes including of Goods & Service Tax).
17.	Section 3, Para 5.5 (Special Conditions of Contract), sub para 2, Stage 2 of Condition of Contract and ToR at page no. 55-56 of 97.	The land acquisition report should be prepared in consultation with affected persons, non-governmental organisations and concerned government agencies and should cover land acquisition and resettlement plans and costs of resettlement and rehabilitation of such affected persons. It should also include plans of compensatory afforestation, its land requirements with specific locations and cost involved for undertaking all such activities in this regard. The Land Acquisition report shall cover all submissions as required for issuance of Notification u/s 3(a), 3(A), 3(D) & 3 (G) alongwith all details as necessary for Forest / Environmental / Wild Life clearances.	The land acquisition report should be prepared in consultation with affected persons, non-governmental organisations and concerned government agencies and should cover land acquisition and resettlement plans and costs of resettlement and rehabilitation of such affected persons. It should also include plans of compensatory afforestation, its land requirements with specific locations and cost involved for undertaking all such activities in this regard. The Land Acquisition report shall cover all submissions as required for issuance of Notification u/s 3(a), 3(A), 3(D) & 3 (G) or equivalent notification as per applicable LA Act alongwith all details as necessary for Forest / Environmental / Wild Life clearances.
18.	Section 3, Para 10 (Special Conditions of Contract) of Condition of Contract and ToR at page no. 60 of 97.	NHIDCL agrees to pay the Consultant firm fee for the professional services to be rendered by them as herein after described at SC Clause 6. (The above fee is inclusive of fee payable by the Consultant to any other Consultant/Associate(s) and nothing extra shall be payable by NHIDCL for this purpose. The Consultant shall be reimbursed the service tax subject to submission of proof of payment of service tax).	NHIDCL agrees to pay the Consultant firm fee for the professional services to be rendered by them as herein after described at SC Clause 6. The above fee is inclusive of fee payable by the Consultant to any other Consultant/Associate(s) and nothing extra shall be payable by NHIDCL for this purpose.
19.	Section 3, Para 13 (Special Conditions of Contract) of Condition of Contract and ToR at page no. 60 -61 of 97.	Taxes a) All taxes, income tax and any other leviable tax (except Service Tax) in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the	a) All taxes, income tax and any other leviable tax (including Goods and Service Tax) in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the

Amendment No. 1

Sr. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
		<p>consultant and are deemed to be included in their bid price. The bidders shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants which shall not be reimbursed.</p> <p>b) The Service tax as applicable shall be reimbursed by NHIDCL on actual production of receipt of deposit duly authenticated by Chartered Accountant. However, consultant has to mention Service Tax Number in the invoice, and amount of Service Tax should be shown separately in the bill.</p> <p>c) Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only, which shall not be reimbursed by NHIDCL.</p>	<p>consultant and are deemed to be included in their bid price. The bidders shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants which shall not be reimbursed.</p> <p>b) Deleted.</p> <p>c) The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Consultant.</p>
20.	Section 3, Para 13 (Special Conditions of Contract), sub para b) & c) Taxes, Stage 3 of Condition of Contract and ToR at page no. 61 of 97.	d) The Service tax as applicable shall be reimbursed by NHIDCL on actual production of receipt of deposit duly authenticated by Chartered Accountant. However, consultant has to mention Service Tax Number in the invoice, and amount of Service Tax should be shown separately in the bill.	b) Total quote inclusive of all taxes including Goods and Service Tax (GST) shall be considered for financial evaluation.
21.	Section 3, Para 16 (Special Conditions of Contract), sub para c) table (stage No. 5 (ii), Stage 3 of Condition of Contract and ToR at page no. 62 of 97.	Comments of client	Reply to Comments of Client
22.	Section 3, Para 21 (Special Conditions of Contract), sub para 6,	All designs and drawings shall be the property of NHIDCL. The name and logo of NHIDCL shall be pre-dominantly	All designs and drawings shall be the property of NHIDCL. The name and logo of NHIDCL shall be pre-dominantly

Amendment No. 1

Sr. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
	Stage 3 of Condition of Contract and ToR at page no. 64 of 97.	displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings on the DPR. The name of Consultant shall be written as Associate Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.	displayed on all the drawings and documents.
23.	Section 5, (Bank Guarantee of Bid Security), page no. 67 of 97.	Amended as per Annex-I to this amendment no. 1.	
24.	Section 5, (Bank Guarantee for Performance Security), page no. 80 of 97.	Amended as per Annex-II to this amendment no. 1.	
25.	Section 5, (FORM OF AGREEMENT), point 2, page no. 83 of 97.	<p>The following documents shall be deemed to form and be read and constructed as part of this agreement viz.</p> <ul style="list-style-type: none"> a) Notice inviting e-Tender b) RFP c) Technical Proposal. d) Financial Proposal. e) Integrity pact f) Corrigendum, if any g) Other documents, if any 	<p>The following documents shall be deemed to form and be read and constructed as part of this agreement viz.</p> <ul style="list-style-type: none"> a) Notice inviting e-Tender b) RFP c) Technical Proposal. d) Financial Proposal. e) Letter of Acceptance. f) Integrity pact g) Corrigendum, if any h) Other documents, if any
26.	Section 5, (Letter of Acceptance), page no. 91 of 97.	Dated: ../../2016	Dated:../../2017
27.	Section 5, (Letter of Acceptance), page no. 91 of 97.	This is to notify..... only), excluding service tax is hereby accepted by National Highways & Infrastructure Development Corporation Ltd.	This is to notify..... only), inclusive of all taxes including Goods and Service tax is hereby accepted by National Highways & Infrastructure Development Corporation Ltd.

Amendment No. 1

Sr. No.	Reference section/clause no./ Annexure/items	Existing Provision	Modified Provision (To be read as)
28.	Section 2, Para 1 (Introduction), sub-para 1.1 of Letter of Invitation (LoI) at page no. 7 of 97.	... Some studies regarding preliminary project report for these projects has already been carried out in consultation with JICA, which are also being uploaded alongwith this document	... Some studies regarding Topographic Survey, Geological Survey and Preliminary Design and Drawing for these projects has already been carried out in consultation with JICA, which are also being uploaded alongwith this document.
29.	Following documents are being uploaded with this Amendment: i. Survey Report for Topographical Survey; ii. Survey Report for Geological Survey; iii. Preliminary Design and Drawing Report; iv. Draft Cost Estimate Report; and v. Drawings.		
30.	Please note that there is no change in Bid Due Date and Time (07.12.2017 at 1700 hrs).		

Annex-I of Amendment no. 1

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: **Tender No.** _____, **dated** _____

Bank Guarantee:

Date: _____

WHEREAS, _____ (Name of Bidder) _____ (hereinafter called "the bidder") has submitted his bid dated _____ (date) for the **Tender No.** _____, dated _____ (hereinafter called "the Bid". KNOW ALL MEN by these presents that We, _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of employer] (hereinafter called "the Employer") in the sum of Rs. _____ (Rupees _____ Lakhs only) for which payment will and truly to be made to the said employer the bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 201_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document;
or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the letter of invitation, we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 150 (one hundred and fifty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to _____ Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____.

Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease

DATE _____

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

Name and Address of the Witness _____

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India.

This guarantee shall also be operable at our -----, New Delhi office, 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 there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of bank under this Guarantee shall not be affected by any change in the constitution of the consultant or of the Bank.

NOTE for Issuing Bank (Not to be included in the BG):-

- (i) The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).
- (ii) The address, telephone no. 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.
- (iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).
- (iv) The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

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

- (v) The confirmation with supporting details if any shall be specifically mentioned in the covering letter issued with the Bank Guarantee.

To,
Managing Director,
National Highways and Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor, 4, Parliament Street
New Delhi - 110001

In consideration of “**National Highways and Infrastructure Development Corporation Ltd.**” (hereinafter referred as the “**Client**”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at (Hereinafter referred to as the “**Consultant**” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Acceptance No. dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees.....) excluding service tax for “**Consultancy Services for Carrying out Feasibility Study, Preparation of Detailed Project Report and providing pre-construction services in respect of ‘Specialised Consultancy Services for ‘Good for Tender’ design based on detailed investigations, estimation, survey, costing, preparation of Detailed Project Report, Technical Schedules of EPC documents and Land Acquisition Survey and Pre-Construction activities for Construction of 4 nos. of bypasses at Chhiathlang, Serchhip, Hnathial and Lawngtlai on Aizawl-Tuipang section of NH-54 in the state of Mizoram**” under – Contract Package No. (Hereinafter called the “**Contract**”), and the Consultant having agreed to furnish a Bank Guarantee to the Client as “**Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees.....)**”).

We,having registered office ata body registered/constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs.(Rupees.....) as aforesaid at any time up towithout any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or

commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank. The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs.....(Rupees.....) and it shall remain in force up to and includingand shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

This guarantee shall also be operable at our_____, New Delhi office, 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 there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The liability of bank under this Guarantee shall not be affected by any change in the constitution of the consultant or of the Bank.

NOTE for Issuing Bank (Not to be included in the BG):-

- (i) The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).
- (ii) The address, telephone no. 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.
- (iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).
- (iv) The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

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

- (v) The confirmation with supporting details if any shall be specifically mentioned in the covering letter issued with the Bank Guarantee.