

Sub: Rehabilitation and up-gradation of Beodnabad - Ferrargunj Section of NH-223 from Km 12.0 to Km 45. 0 (excluding Km 21.0 to 28.0), to 2-Lane with earthen shoulder in the Union Territory of Andaman & Nicobar Islands.

Corrigendum No.- I

S. No.	Clause No.	Description	Existing Provision	Modified Provision
1.	2.2.2.1 of RFP document	Bid Capacity	B = Value (updated to the price level of the year indicated in table below under note) of existing commitments and on-going works to be completed during the next 3 years i.e. period of completion of the works for which BID is invited.	B = Value (updated to the price level of the year indicated in table below under note) of existing commitments and on-going works to be completed during the next 1 (one) year i.e. period of completion of the works for which BID is invited.
2.	Clause 2 c) of Schedule C of EPC agreement	Project Facilities	Tree plantation; Landscaping & Tree Plantation shall be as per the Manual of Specifications, IRC Standards and actual demand note issued by concerned authority.	Deleted
3.	Clause 2 d) of Schedule C of EPC agreement	Project Facilities	Highway Lighting Lighting shall be provided at the following locations: • Lighting shall be provided Built-up areas as per Schedule D (IRC:SP-73-2015). • High Mast Lighting shall be provided at all major junctions.	Deleted



4.	Annex-I Schedule G of EPC agreement	Form for Guarantee for Withdrawal of Retention Money	Annex-I (Schedule-G)	Annex-II (Schedule-G)
5.	Annex-II Schedule G of EPC agreement	Form for Guarantee for Advance Payment	Annex-II (Schedule-G)	Annex-III (Schedule-G) and as per format placed at Annexure-A
6.	Schedule- H of EPC agreement	Contract Price Weightages	Schedule H	Schedule H as placed at Annexure-B

Sandeep Kumar
GM(T)

Form for Guarantee for Advance Payment

Annex-III

**The Managing Director,
NHIDCL,
3rd Floor, PTI Building, Sansad Marg,
New Delhi**

WHEREAS:

- (A) [name and address of contractor] (hereinafter called "**the Contractor**") has executed an agreement (hereinafter called the "Agreement") with the [NHIDCL], (hereinafter called "**the Authority**") for the "Rehabilitation and up-gradation of Beodnabad - Ferrargunj section of NH-223 from Km 12.0 to 45.0 (excluding Km 21.0 to 28.0) to 2-Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Basis Contract", subject to and in accordance with the provisions of the Agreement.
- (B) in accordance with the Clause 19.2 of the Agreement the Authority shall make to the Contractor advance payment (hereinafter called "Advance Payment") equal to 10% (ten per cent) of the contract price for mobilization expenses and acquisition of equipment; 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 equal to the amount of each 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; and the amount of (first/second) installment of the Advance Payment is Rs. **** cr. (Rupees ***** crore) (the "Guarantee Amount").
- (C) We,through our branch at (the "Bank") have agreed to furnish this bank guarantee (hereinafter 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 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 guarantee 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 [Executive Director, NHIDCL], that the Contractor has committed default in the due and 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 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 Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference 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 Guarantee, the Authority 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.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority 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 Authority 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 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 Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.



6. 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 Authority in respect of or relating to the Advance Payment.
7. 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 Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the one year from the date of payment of the installment of the Advance Payment, as set forth in Clause 19.2 of the Agreement.
9. The Bank undertakes not to revoke this Guarantee 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 Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. 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 Authority that the envelope was so posted shall be conclusive.
11. 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 Authority pursuant to the provisions of the Agreement.
12. Notwithstanding anything contained herein before, our liability under this Bank Guarantee is restricted to Rs. _____ (Rs. _____ in words) and the bank guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this Bank Guarantee shall cease.
13. 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.



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)

A handwritten signature in black ink, consisting of a stylized 'V' followed by a cursive 'h'.

Annexure-B

Schedule-H

(See Clause 19.3)

Contract Price Weightages

- 1.1 The Contract Price for this Agreement is Rs (.....)
- 1.2 Proportions of the Contract Price for different stages of Construction of the Project Highway shall be as specified below:

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage to Particular item(col.2)
1	2	3	4
Road works including culverts, Minor Bridges, underpasses, overpasses, approaches to ROB/RUB/Major Bridges/Structures (but excluding service roads)	59.91%	A- <u>Widening and strengthening of existing road</u>	
		(1) Earthwork up to top of the sub-grade	13.13 %
		(2a) Granular work (sub-base, base)	36.54 %
		(2b) Granular work (hard shoulders)	3.98 %
		(3a) Bituminous work -DBM	26.85%
		(3b) Bituminous work- BC	9.57%
		(4) Widening and reconstruction of culverts	8.40 %
		(5) Widening and reconstruction of Minor bridges	1.12 %
		C- <u>New culverts, minor bridges, underpasses, overpasses on existing road, realignments, bypasses:</u>	
		(1) Culverts	0.42 %
Other engineering works	40.09%	(i) Road side drains	21.169 %
		(ii) Road signs, markings, km stones, safety devices, ...	11.158 %
		(iii) Junctions	26.275 %
		(iv) Retaining wall/ Breast wall	40.78 %



		(v) Miscellaneous items	
		(a) Site clearance, dismantling item	0.618 %

1.3 Procedure of estimating the value of work done.

1.3.1 Road works including approaches to minor bridges, Major Bridges and Structures (excluding service roads).

Procedure for estimating the value of road work done shall be as follows:

Table 1.3.1

Stage of Payment	Percentage - weightage	Payment Procedure
A-Widening and strengthening	13.13 %	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length. @
(1) Earthwork up to top of the sub-grade		
(2a) Granular work (sub-base, base)	36.54 %	
(2b) Granular work (hard shoulder)	3.98 %	
(3a) Bituminous work-DBM	26.85%	
(3b) Bituminous work-BC	9.57	
(4) Widening and reconstruction of culverts	8.40 %	Cost of ten completed culverts shall be determined pro rate with respect to the total number of culverts. Payment shall be made on the completion of ten culverts.
(4) Widening and reconstruction of minor bridges	1.12 %	Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length of the minor bridges. Payment shall be made on the completion of a minor bridge.
C-New culverts, minor bridges, underpasses, overpasses on existing		Cost of each culvert shall be

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Stage of Payment	Percentage - weightage	Payment Procedure
road, realignments, bypasses: (1) Culverts	0.42%	determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of five culverts.

@ For example, if the total length of bituminous work to be done is 100 km, the cost per km of bituminous work shall be determined as follows:

$$\text{Cost per km} = P \times \text{weightage for road work} \times \text{weightage for bituminous work} \times (1/L)$$

Where P = Contract Price

L = Total length in km

Similarly, the rates per km for stages (1), (2) and (4) above shall be worked out.

39.15.1 Major Bridge works

Procedure for estimating the value of Major Bridge works shall be as stated in table 1.3.2:

NIL

1.3.3 Structures

Procedure for estimating the value of structure work shall be as stated in table 1.3.3:

1.3.4 Other engineering works.

Procedure for estimating the value of other engineering works done shall be as stated in table 1.3.4:

Table 1.3.4

Stage of Payment	Weightage	Payment Procedure
(i) Road side drains	21.169 %	Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.
(ii) Road signs, markings, km stones, safety devices	1.158 %	

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Stage of Payment	Weightage	Payment Procedure
(iii) Junctions	26.275 %	Payment shall be made on pro rata basis for completed facilities.
(iv) Retaining Wall	40.78 %	Unit of measurement is linear length. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.
(v) Miscellaneous items (a) Site Clearance, dismantling items	0.618 %	Payment shall be made for completed items.

2. Procedure for payment for Maintenance

2.1 The cost for maintenance shall be as stated in Clause 14.1.1.

1.2 Payment for Maintenance shall be made in quarterly installments in accordance with the provisions of Clause 19.7.

