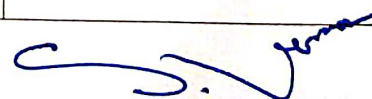


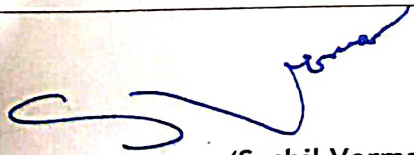
Corrigendum No. I

Sub: Restoration & Rehabilitation of Imphal-Kohima Road from Km 212.325 to Km 263.00 (Length: 50.675 Km) of NH-02 in the state of Manipur in the year 2022-2023 on EPC mode.

Sr. No.	Reference Clause	Existing Provision	Modified Provision
1.	Clause 2.20	<p>2.20 Bid Securing Declaration</p> <p>2.20.1 The Bidder has to sign a Bid securing declaration accepting that if the bidder withdraw or modify its bid during the period of validity from the bid due date or if the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request of the bid documents, the bidder will be debarred for participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Scheme, for a period of one year from the bid due date of this work. The bid securing declaration shall be submitted as per the format at Appendix-II (Format for Bid Securing Declaration). A scanned copy of the Bid Securing Declaration shall be uploaded while applying to the tender.</p> <p>2.20.2 Any BID not accompanied by the BID securing declaration shall be summarily rejected by the Authority as non-responsive.</p> <p>2.20.3 Deleted.</p> <p>2.20.4 The Authority shall be entitled to debar the Bidder from participating in the future projects of NHIDCL, for a period of one year, inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind for BID Securing Declaration shall be given to any Bidder.</p> <p>2.20.5 The Bidder may be debarred for a period of one year from participating in the future projects of NHIDCL, for causing loss of time and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:</p> <p>a) Deleted</p> <p>b) If a Bidder engages in a corrupt practice, fraudulent practice,</p>	<p>2.20: Bid Security</p> <p>The Bidder shall furnish as part of its BID, a BID Security of Rs. 13.52 Lakh in the form of a DD/FD/ Bank Guarantee 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-III (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. This Bank Guarantee shall be transmitted through SFMS Gateway to [Ministry/NHAI/NHIDCL/State PWD/BRO]'s 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.</p> <p>2.20.1 Any BID not accompanied by the BID Security shall be summarily rejected by the Authority as non-responsive.</p> <p>2.20.2 The Selected Bidder's BID Security will be returned, without any interest, upon the Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.</p> <p>2.20.3 The Authority shall be entitled to forfeit and appropriate the BID Security as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on BID Security shall be given to any Bidder.</p>



Sr. No.	Reference Clause	Existing Provision	Modified Provision																								
		coercive practice, undesirable practice or restrictive practice as specified in Section 4 of thisRFP; c) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority; d) In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority - i. to sign and return the duplicate copy of LOA; ii. to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21; or iii. to sign the Agreement;	2.20.4 The BID Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions: a) Deleted b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP; c) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority; d) In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority (i) to sign and return the duplicate copy of LOA; ii. To furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21;or iii. To sign the Agreement.																								
2.	Appendix-II	Appendix-II : Format for Bid Securing Declaration	Deleted																								
3.	Appendix-III	-	Appendix-III: Format for Bid Security (Enclosed herewith)																								
3.	Section 7: Datasheet Bidding Schedule	<table><tr><th>Sr. No.</th><th>Event Description</th><th>Modified Date</th></tr><tr><td>1</td><td>Last Date of Request for BID Document</td><td>25.08.2022 Upto 1500 Hrs</td></tr><tr><td>2.</td><td>Bid Due Date</td><td>25.08.2022 Upto 1500 Hrs</td></tr><tr><td>3</td><td>Opening of Technical Bid at venue</td><td>26.08.2022 Upto 1530 Hrs</td></tr></table>	Sr. No.	Event Description	Modified Date	1	Last Date of Request for BID Document	25.08.2022 Upto 1500 Hrs	2.	Bid Due Date	25.08.2022 Upto 1500 Hrs	3	Opening of Technical Bid at venue	26.08.2022 Upto 1530 Hrs	<table><tr><th>Sr. No.</th><th>Event Description</th><th>Modified Date</th></tr><tr><td>1</td><td>Last Date of Request for BID Document</td><td>01.09.2022 Upto 1500 Hrs</td></tr><tr><td>2</td><td>Bid Due Date</td><td>01.09.2022 Upto 1500 Hrs</td></tr><tr><td>3</td><td>Opening of Technical Bid at venue</td><td>02.09.2022 Upto 1530 Hrs</td></tr></table>	Sr. No.	Event Description	Modified Date	1	Last Date of Request for BID Document	01.09.2022 Upto 1500 Hrs	2	Bid Due Date	01.09.2022 Upto 1500 Hrs	3	Opening of Technical Bid at venue	02.09.2022 Upto 1530 Hrs
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 (Sushil Verma)
 DGM (P)
 RO-Imphal
 24.08.2022

Appendix-III
Format for Bid Security
(Refer Clause 2.20)

B.G. No. Dated:

1. In consideration of you, ***, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of..... and having its registered office at (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the*** ** Project on EPC basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 1.2.10 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents(including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** ** (Rupees *** ** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority

that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability 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 said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].

14. This guarantee shall also be operatable 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. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIDCL The details of which is as under:

Sr. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Account No:	79513210000015
3	Bank Name:	Canara Bank (erstwhile Syndicate Bank), RIMS Road, Imphal
4	IFSC Code:	CNRB0017951
5		

Signed and Delivered byBank

Bank By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)
(Official-Seal)