

National Highways & Infrastructure Development Corporation Ltd.
राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

2023_NHIDC_775302_1

14.12.2023

Sub: Construction of Four Laning of Mualkhang - Sairang Section (**Package 8**) of NH-6 from existing chainage km142+000 to km158+900 (Design Chainage km 123+400 to km 136+260) on Silchar-Vairengte - Sairang road in the state of Mizoram on EPC mode.

Amendment No-4

S.N.	Reference section/ clause no./ Annexure/Items	Existing Provision	Modified Provision
1	2.11.1 (f) of SECTION-2 INSTRUCTIONS TO BIDDERS RFP & Amendment no-02	BID Security of ₹ 4.87 Cr. at Appendix-VIIA issued ... IndusInd Bank.	BID Security of ₹ 4.87 Cr. at Appendix-IIA issued ... IndusInd Bank.
2	2.11.2 (d) of SECTION-2 INSTRUCTIONS TO BIDDERS of RFP & amendment No-02	Original BID Security of ₹ 4.87 Cr.... at Appendix-VIIA ... IndusInd Bank.	Original BID Security of ₹ 4.87 Cr.... at Appendix-IIA ... IndusInd Bank.
3	Clause 2.20.1 of SECTION-2 INSTRUCTIONS TO BIDDERS of RFP	The Bidder shall....Appendix- VIIA..... RFP may be referred.	The Bidder shall....Appendix- IIA..... RFP may be referred.
4	Bid Due Date	15.12.2023 upto 1100 Hrs	02.01.2024 upto 1100 Hrs
5	Physical Submission of Bid Security/POA etc.	15.12.2023 upto 1100 Hrs	02.01.2024 upto 1100 Hrs
6	Opening of Technical BIDS at venue 2.11.4 (i)	18.11.2023 after 1130 Hrs.	03.01.2024 after 1130 Hrs.


(Mohammed Khalid)
General Manager(T)

**Surety Bond for BID Security
(Refer Clauses 2.20)**

1. In consideration of you, NHIDCL having its office at 3rd Floor, PTI Building, 4-Parliament Street, New Delhi - 110001, (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 Consortium) (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, (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 Surety Insurer) having our registered office at and one of its branches at (hereinafter referred to as the "Sure. Insurer"), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment 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. Crore (Rupees only (hereinafter referred to as the "Surety Bond") 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 shall be final, conclusive and binding on the Surety Insurer.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond 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 Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs..... Crore

(Rupees).

4. This Surety Bond shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and 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 Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
5. We, the Surety Insurer , 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 Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person
7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond 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 fulfillment 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 Surety Insurer 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 Surety Insurer from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who 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 Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, 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 Surety Insurer hereunder, be outstanding or unrealised.
11. We, the Surety Insurer further undertake not to revoke this **Surety Bond** during its currency except with the previous express consent of the Authority in writing.
12. The **Surety Insurer** declares that it has power to issue this **Surety Bond** and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
13. For the avoidance of doubt, the Surety Insurer's liability under this **Surety Bond** shall be restricted to Rs. Crore (Rupees only). The **Surety Insurer** shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the Bid Due Date).
14. This **Surety Bond** shall also be operatable at ourbranch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)
Official-Seal)