



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 • G-5 & 6, Sector-10, Dwarka, New Delhi-110075
दूरभाष/Phone : 91-11-25074100 / 25074200



Date: 29.12.2022

NHAI/13013/547/CO/22-23/Meeting Notice

Meeting Notice

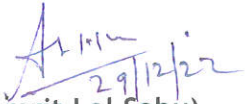
Sub.: Opening of Financial bid for engagement of user fee collection agency on the basis of Regular bid/EQ through e-tender for the following fee plaza.

S.No.	Name of Fee plaza	State
1	Balachera	NE

An evaluation committee consisting of following members shall open & evaluate financial bids for engagement of fee collection agency for above mentioned fee plaza:-

- | | |
|----------------------------------|------------|
| (i) Sh. K. V. Singh, CGM(CO) | : Convener |
| (ii) Sh. B.M. Rao, CGM(F&A) | : Member |
| (iii) Sh. Sunil Jindal, GM (CO) | : Member |
| (iv) Sh. K K Arora, GM (T) NE | : Member |
| (v) Sh. Amrit Lal Sahu, DGM (CO) | : Member |

Bid opening is to be held on **29.12.2022 at 11:30 Hrs.** at NHAI Head Office All committee members are requested to attend the meeting as scheduled.


(Amrit Lal Sahu)
DGM (CO)

Copy for kind information & necessary action to:

- All Committee Members.
- National Informatics Centre (NIC), at NHAI, HQ, e-mail: etenderhelpdesk@nhai.org.





To
National Highways Authority of India
New Delhi

BANK GUARANTEE FOR PERFORMANCE SECURITY

In consideration of "National Highways Authority of India (NHAI)" (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/sCORAL ASSOCIATES Having its office at at 2nd Floor Cabin No.1, corporate Tower RSG's The Universe Campus, Hiran Magari Extension, opp. Sector-9 Udaipur (Raj.) (Hereinafter referred to as the "Contractor" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client's Letter of Acceptance No NHA/13013/547/CO/CB/22-23/CB/Pithai Fee Plaza/3168 Dt. 23.12.2022 and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs. 36,17,18,999/- (Rupees Thirty Six Crore Seventeen Lakh Eighteen Thousand Nine Hundred Ninety Nine Only) excluding Service Tax for "Engagement of user fee collection agency on basis of e-quotation bidding through e-tender for Pithai Fee Plaza at km 37.300 for 4 lanning of Ahmedabad – Godara section of NH-59 from km 4.200 to km 122.420 in the State of Gujarat." (Hereinafter called the "Contract"), and the Contractor 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 of Rs. 1,48,66,000/- (Rupees One Crore Forty Eight Lakh Sixty Six Thousand Only)

We, Union Bank of India, having registered office at 239, VidhanBahawan Marg Nariman Point Mumbai 400021 and branch at Main Branch, Udaipur a body registered/constituted under the Banking Regulation Act (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, without any deductions, set-off or counterclaim whatsoever, any or, all money payable by the Contractor to the extent of Rs. 1,48,66,000/- (Rupees One Crore Forty Eight Lakh Sixty Six Thousand Only) as aforesaid at any time up to 22/02/2024 without any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the bank Contractor 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 Contractor. 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 Contractor 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 Contractor 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 Contractor and notwithstanding any security or other guarantee that the Client may have in relation to the Contractor's liabilities.

Any demand shall be deemed to be served, if delivered by hand, when left at the property address for service; and if given or made by pre-paid registered post or facsimile transmission, on receipt.

Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the contract or rights or any Party thereto or amendment or other modifications of the Contract, or any other fact, circumstances, provision of statute of law which might entitle the Bank to be released in whole or in part from its undertaking, whether in the knowledge of the Bank or not or whether notified to the Bank or not, shall not in any way release the Bank from its obligations under this Bank Guarantee.

“The guarantee shall also be operatable at our **Gandhinagar** branch, 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”

“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 NHAI after obtaining details thereof from NHAI.”

Notwithstanding anything contained herein,

Our liability under this Guarantee shall not **Rs. 1,48,66,000/- (Rupees One Crore Forty Eight Lakh Sixty Six Thousand Only)**

This bank guarantee shall be valid up to **22/02/2024** (Expiry date)

- Further a claim period of zero months from expiry date of the bank guarantee is available to make a demand under this bank guarantee. We are liable to pay the guarantee 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 **22/02/2024** (including claim period of zero month)
- At the end of expiry of the validity period, unless an action to enforce the claim under this guarantee is initiated before the court or tribunal on or before 12 months after the expiry of validity period all your right under this guarantee shall stand Extinguished and we shall be relieved and from all our liabilities and obligations under this guarantee irrespective of return of original bank guarantee.

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA
NIMISH SINHA
Senior Manager
PA NO. 336833



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OF INDIA G 5 AND 6 SECTOR 10
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EXTENSION COUNTER NATIONAL HIGHWAY
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Signature Not Verified

Digitally signed by AMRIT LAL SAHU
Date: 2022.12.29 12:20:11 IST
Location: eProcurement System for
Central PSUs