



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण NATIONAL HIGHWAYS AUTHORITY OF INDIA

(सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA)

क्षेत्रीय कार्यालय: नागसंद्रा मेट्रो स्टेशन के पीछे, बेंगलूरु-५६० ०७३.
Regional Office: Beside Nagasandra Metro Station, Bengaluru - 560073.

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Phone : 080-28397156, 28397171, Fax : 080-28377171



No. NHAI/RO-BNG/13022/Tender/2022-23/८७२

Date: 06.06.2023

To,
The Authorized Signatory,
M/s. URS Scott Wilson India Private Limited
In Association with Almondz Global Infra-Consultant Ltd.
Building No. 8, Tower A, 3rd Floor,
DLF Cyber City, DLF Phase-II,
Gurgaon 122002, Haryana India,
Email: ursswk@gmail.com.

Sub: Consultancy services for Independent Engineer services for Package-II- Four Laning Byrapura to Challakere section of NH- 150 A from Km.308.550 to Km.358.500 on HAM Mode under Bharatmala Pariyojana in the State of Karnataka - Issue of Letter of Award - reg.

Ref: NIT No.29/NHAI/RO-BNG/13022/Tender/2022-23 dated 06.01.2023

Sir,

Please refer to the RFP submitted for above mentioned subject work. The Competent Authority, has accorded approval for issue of LOA to H1 bidder M/s. URS Scott Wilson India Private Limited in Association with Almondz Global Infra-Consultant Ltd. for the quoted amount of **Rs.5,85,95,250/-** excluding GST at 18% and also for executing the Contract Agreement.

2. As per Clause 11.1 of RFP vide Pg. No.21, it is requested to submit the Performance Security in the form of Bank Guarantee (BG) at **03%** on the quoted amount of **Rs.5,85,95,250/-** which works out to **Rs.17,57,858/-** within 15 days of issue of LOA. The BG shall be valid for a period of **62 months** i.e. upto **02 months** beyond the expiry of the Contract period of 60 months.

3. The BG shall be in the format specified in Appendix-I of draft contract form and furnished from a Nationalized 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 1000 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.

Contd....2

4. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

5. As per Special Conditions of Contract vide Sl. No.1.10 of RFP, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. NHAI shall reimburse only Goods and service tax on production of project specific proof of payment of Goods and service tax.

Hence, it is requested to submit the Performance Security of **Rs.17,57,858/-** and acknowledge the receipt of LOA for taking further necessary action.

Thanking you,

Yours faithfully,



(Vivek Jaiswal)

Regional Officer-Bengaluru

Encl: BG format

Copy to:

1. Sh. MK Jain, CGM (T), NHAI HQ, New Delhi - for information.
2. PD, PIU-Chitradurga- for information.

Appendix I: FORM OF PERFORMANCE SECURITY

(PERFORMANCE BANK GUARANTEE)

(Clause-20 of TOR)

To

The Chairman,

National Highways Authority of India, G-5 & 6, Sector-10, Dwarka,

New Delhi -110 075 India

WHEREAS _____ [Name and address of Consultants]¹ (hereinafter called "the consultants") has undertaken in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [amount of Guarantee]² _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

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."

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.

This guarantee shall be valid for a period of 62 months i.e. upto 2 months beyond the expiry of contract of 60 months.

"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 as detailed below."

- | | |
|--------------------------------|---|
| 1. Beneficiary Name: | NHAI, RO-Bangalore |
| 2. Bank Name and Bank Address: | CANARA Bank, Peenya Branch, Bangalore,
Pin code - 560057 |
| 3. Bank A/c No. | 04551010008173 |
| 4. Bank IFSC Code: | CNRB0010455 |

Signature and Seal of the Guarantor _____
In presence of

Name and Designation _____ 1.

(Name, Signature & Occupation)

Name of the Bank _____

Address _____ 2.

(Name & Occupation) Date

Give names of all partners if the Consultants is a Joint Venture.