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GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS

Parivahan Bhavan,
1, Parliament Street,
New Delhi-110001

RW-NH-35071/2/2013-S&R(B)

Dated: 02nd July, 2014

To

All MEMBERS

1. The Chief Secretaries of all State Governments/Union Territories.
2. The Principal Secretaries /Secretaries of all States/U.Ts. Public Works Department dealing with National Highways, other Centrally Sponsored Schemes and State Schemes.
3. The Engineers-in-Chief and Chief Engineers of Public Works Departments of States/U.Ts dealing with National Highways, other Centrally Sponsored Schemes and State Schemes.
4. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi-110 075.
5. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.

Sub: Modified proforma for Omnibus Bank Guarantee for Consultancy Assignments on National Highways & related Centrally Sponsored Works.

Sir,

The contents of Circular of even number dated 17/02/2014 may be referred to, wherein Ministry has provided the Consultants an alternative Bank Guarantee mechanism of omnibus Bank Guarantee instead of compulsorily submitting separate Bank Guarantee for each Projects. The Circular was issued in discussion with Executing Agencies of National Highways and other Centrally Sponsored Road Projects.

Copy for information and necessary action to:

1. All Technical officers in the Ministry of Road Transport & Highways
2. All ROs and ELOs
3. The Secretary General, Indian Roads Congress
4. The Director, IAHE
5. Technical Circular File of S&R Section
6. NIC for uploading on Ministry website

Copy for kind information to:

1. PS to Hon'ble Minister (S,RT&H)/PS to MOS (S,RT&H)
2. Sr. PPS to Secretary (RT&H)
3. PS to DG (RD) & SS
4. PPS to AS&FA
5. PS to ADG (S&R)
6. PSs to JS(H)/JS(EIC)/JS(L&C)

other authority. We hereby affirm that the Bank Guarantee is unconditional and irrevocable, further we affirm that in the event of any injunction granted by any Court or Tribunal, Arbitrator restraining the invocation of any part amount of the stated bank guarantee, the amount of Rs -----/- (Rupees -----) shall get reduced by the portion affected by such injunction but the residual amount of this bank guarantee shall remain valid. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable that is till expiry of this Bank Guarantee or renewal thereof. Further, after encashment of Guarantee in part the Bank Guarantee shall be restored automatically to the original amount of issue.

The Employer 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 contracts by the Consultancy firm. The Employer 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 consultant 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 Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer 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 Employer or any other indulgence shown by the Employer 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 Employer 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 Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein:

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(Name & Occupation)

Date :

*This clause shall be kept for Bank Guarantees being issued outside Delhi.

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