

H-25011/02/2025-P&P (C.No 262142)
Government of India
Ministry of Road Transport & Highways
(P&P Section)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

dated the 12/January/2026

To,

1. DG (RD) & SS, Roads Wing, MORTH
2. The Chairman, NHAI, G-586, Sector-10, Dwarka, New Delhi-110075
3. The Managing Director, NHIDCL, PTI Building, New Delhi-110001
4. The Director General Border Roads, Seema Sadak Bhawan, Ring Road, New Delhi
5. CEO, NHLML
5. All CEs, ROs and ELOs of the Ministry of Road Transport & Highways

Subject: Modification in the Chapter related to Dispute Resolution of MCA/ Contract Document of BoT(Toll)/ HAM/ EPC Projects- reg

Sir,

I am directed to say that Ministry of Finance (MoF), vide OM No F.1/2/2024-PPD dated 03.06.2024, has issued the Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurements. In pursuance of the said Guidelines, the existing Article related to Dispute Resolution of MCA/Contract Document of BoT(Toll), HAM and EPC projects shall be replaced by the attached draft Chapter and the newly replaced Chapter shall override the existing provisions for all BoT (Toll), HAM and EPC Projects with immediate effect, except in the cases of ongoing arbitration matters which shall be concluded in accordance with the relevant provisions before this amendment.

2. The modified Chapter on Dispute Resolution is enclosed as Annexure for immediate compliance.

Encl: as above

Yours faithfully,
Digitally signed by
Harleen Kaur
Date: 12-01-2026
15:14:37 (Harleen Kaur)
Deputy Secretary to the Government of India
Telephone No. 011-23718575
Email: ds-highways@gov.in

Copy to:

1. O/o Secretary (RT&H)
2. AS&FA, MORTH
3. O/o AS (H), MoRTH
4. All Additional Secretaries/Joint Secretaries in the MORTH
5. All ADGs/CEs, MoRTH

ARTICLE [XX]*
DISPUTE RESOLUTION

1 Dispute resolution

- 1.1 In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably.
- 1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

2 Escalation of Dispute

In the event of any Dispute(s) between the Parties remains unresolved within 30 (thirty) days of the notice in writing referred to in Clause 1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to Arbitration or Conciliation in accordance with the provisions of Clause 3.

3 Arbitration, Conciliation and Adjudication of Dispute

- 3.1 Any Dispute between the Parties the sum of which is of value less than Rupees 10 Crores which remains unresolved between the Parties through the mechanisms available/ prescribed in the Agreement, which has not been agreed upon/ reached settlement by the Parties, will be referred either to SAROD, (a Society registered under Society's Act, 1860 vide Registration no. S/RS/SW1049/2013) duly represented by Government/ Authority and National Highways Builders Federation (NHBF) or to India International Arbitration Centre (“IIAC”).
- 3.1.1 The appointment of Tribunal, Code of conduct for Arbitrators and fees and expenses of SAROD/IIAC and the Arbitral Tribunal shall also be governed by the Rules of SAROD as amended from time to time or the India International Arbitration Centre Act 2019 and the regulations framed thereunder as amended from time to time. The rules of SAROD are placed at Appendix III.
- 3.1.2 Subject to the provisions of The Limitation Act, 1963, as amended from time to time, Arbitration may be commenced during or after the Concession Period, provided that the obligations of Authority and the Concessionaire shall not be altered by reason of the Arbitration being conducted during the Concession Period.
- 3.1.3 The venue of Arbitration shall be New Delhi or a place selected by governing body of SAROD or IIAC, as the case may be, and the language for all documents and communications between the Parties shall be English.

**[XX] : Relevant Article number in respective MCA/Contract documents of BOT (Toll), HAM and EPC projects*

- 3.1.4 Each Party shall bear its own costs and expenses incurred in connection with the arbitral proceedings.
- 3.1.5 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article / shall be final and binding on the Parties as from the date it is made, and the Concessionaire /Contractor and the Authority agree and undertake to carry out such Award without delay.
- 3.1.6 The Concessionaire/Contractor and the Authority agree that the Award may be enforced against the Concessionaire /Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
- 3.2 Any Dispute between the Parties, the sum of which is of value Rupees 10 Crores or above, which remains unresolved between the Parties through the mechanisms available or prescribed in the Agreement, which has not been agreed upon/ reached settlement by the Parties, will be resolved by Conciliation as per the Arbitration and Conciliation Act, 1996.
- 3.3 The Concessionaire/Contractor and the Authority agree that the Award or a settlement agreement may be enforced against the Concessionaire/Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
- 3.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any Arbitration hereunder. Further the Parties unconditionally acknowledge and agree that notwithstanding any Dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.
- 3.5 This provision relating to Conciliation under the Arbitration and Conciliation Act, 1996 shall cease to apply once the provisions relating to substitution of conciliation process by mediation are notified under Mediation Act, 2023. Thereafter "Conciliation" herein be referred to as Mediation as per the provisions of the Mediation Act 2023.
- 3.6 Notwithstanding anything to the contrary contained in the Agreement, it is agreed that any Dispute between the Parties the sum of which is of value equal to or above Rupees 10 Crores shall not be referred to Arbitration. It is further agreed that all declaratory disputes or non-monetary disputes shall not be referred to Arbitration. For the avoidance of doubt, it is clarified that nothing herein shall prevent the Parties from seeking resolution of such Disputes through civil courts.

Dated: 30th April, 2025

CIRCULAR

To

1. The Chief Secretaries of all the State Governments/ UTs.
2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes).
3. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.
4. The Managing Director, NHIDCL, World Trade Centre, New Delhi-110029.
5. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.
6. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs/ Road Construction Department/ Highways Departments (dealing with National Highways and other centrally sponsored schemes).
7. The Secretary General, Indian Roads Congress
8. The Director, IAHE, Noida, UP.
9. All CE-ROs, ROs and ELOs of the Ministry.

Subject: - Seeking Additional Performance Security for the bidders who have quoted abnormally low bid price ~ Reg.

Madam/Sir,

Reference is drawn towards Ministry's Circular No. NH 37015/01/2022-H dated 26.08.2022 (computer no. 208778) vide which Ministry has issued guidelines for seeking additional performance security in the Para 4 (i), (ii) & (iii):

(i) If the Bid price offered by the selected bidder is lower than 20% of the Estimated Project Cost/cost put to tender, the additional performance security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.

(ii) Maximum limit of additional performance security shall be limited to 3% of the Bid price offered by the selected bidder.

(iii) The additional performance security shall be treated as part of the performance security.

2. It was further conveyed that Additional performance security shall be taken only after approval of Secretary, Ministry of Road Transport & Highways, mentioning specific reasons justifying the requirement of additional performance security along with track record of the bidder. The circular was issued in pursuance to Department of Expenditure Circular no. F.9/4/2020-PPD dated 12.11.2020.

Bidder want Re.

3. The matter has been reviewed considering the trend of abnormally low bid prices in National Highways projects and it has been decided that, henceforth, additional performance security will be taken from selected bidder for low bid as under:

- (i) where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
 - (ii) where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
 - (iii) The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
 - (iv) The additional performance security shall be treated as part of the performance security.
 - (v) An illustrative example for calculation of additional performance guarantee/security for a notional project where the project cost put to bid is Rs.1000 crore is given in Annexure for ready reference.
4. In respect of projects under Road Wing, Additional Performance Security shall be taken with approval from DG (RD) & SS, MoRTH.
5. These guidelines shall come into force with immediate effect. All the implementing agencies of the MoRTH are requested to take action accordingly.
6. This issues with the approval of the Competent Authority.

Yours sincerely,

Bidur Kant Jha
30/04/2025

(Bidur Kant Jha)

Director

(New Technology for Highway development)

For DG (RD) & SS

Enclosure: As above.

Copy to:

1. All CEs in the Ministry of Road Transport & Highways
2. All ROs of the Ministry of Road Transport & Highways
3. All CE(NH) of PWD/R&B dealing with National Highways
4. Technical circular file of S&R (P&B) Section
5. NIC-for uploading on Ministry's website under "What's new" & "Comprehensive Compendium Circulars with CODE 130.242.

Copy for kind information to:

1. PS to Hon'ble Minister (RT&H)
2. PS to Hon'ble MOS (RT&H)
3. Sr. PPS to Secretary (RT&H)
4. Sr. PPS to DG (RD) & SS
5. Sr. PPS/ PPS to Addl. Secretary (Road Safety)/ Addl. Secretary (RT&H & LA)
6. Sr. PPS/ PPS to AS&FA
7. Sr. PPS/ PPS to all ADG (KB)/ ADG(SC)/ ADG(RS)
8. Sr. PPS/ PPS to JS (RT&MVL)/ JS (EIC) / JS (Logistics)/ JS (NHIDCL)

Bidur Kant Jha,

Bid Price of Bidder (Rs crore)	Performance Bank Guarantee (Rs crore)	% discount to project cost put to bid	Percentage Additional Performance Guarantee	Additional Performance Guarantee (Rs crore)	Total Performance Bank Guarantee (Rs crore)	PBG as % of project cost put to bid
	3%					
1000	30.00	0.00%	0.00%	0.00	30.00	3.00%
990	29.70	1.00%	0.00%	0.00	29.70	3.00%
980	29.40	2.00%	0.00%	0.00	29.40	3.00%
970	29.10	3.00%	0.00%	0.00	29.10	3.00%
960	28.80	4.00%	0.00%	0.00	28.80	3.00%
950	28.50	5.00%	0.00%	0.00	28.50	3.00%
940	28.20	6.00%	0.00%	0.00	28.20	3.00%
930	27.90	7.00%	0.00%	0.00	27.90	3.00%
920	27.60	8.00%	0.00%	0.00	27.60	3.00%
910	27.30	9.00%	0.00%	0.00	27.30	3.00%
900	27.00	10.00%	0.00%	0.00	27.00	3.00%
890	26.70	11.00%	0.10%	0.89	27.59	3.10%
880	26.40	12.00%	0.20%	1.76	28.16	3.20%
870	26.10	13.00%	0.30%	2.61	28.71	3.30%
860	25.80	14.00%	0.40%	3.44	29.24	3.40%
850	25.50	15.00%	0.50%	4.25	29.75	3.50%
840	25.20	16.00%	0.60%	5.04	30.24	3.60%
830	24.90	17.00%	0.70%	5.81	30.71	3.70%
820	24.60	18.00%	0.80%	6.56	31.16	3.80%
810	24.30	19.00%	0.90%	7.29	31.59	3.90%
800	24.00	20.00%	1.00%	8.00	32.00	4.00%
790	23.70	21.00%	1.20%	9.48	33.18	4.20%
780	23.40	22.00%	1.40%	10.92	34.32	4.40%
770	23.10	23.00%	1.60%	12.32	35.42	4.60%
760	22.80	24.00%	1.80%	13.68	36.48	4.80%
750	22.50	25.00%	2.00%	15.00	37.50	5.00%
740	22.20	26.00%	2.20%	16.28	38.48	5.20%
730	21.90	27.00%	2.40%	17.52	39.42	5.40%
720	21.60	28.00%	2.60%	18.72	40.32	5.60%
710	21.30	29.00%	2.80%	19.88	41.18	5.80%
700	21.00	30.00%	3.00%	21.00	42.00	6.00%
690	20.70	31.00%	3.20%	22.08	42.78	6.20%
680	20.40	32.00%	3.40%	23.12	43.52	6.40%
670	20.10	33.00%	3.60%	24.12	44.22	6.60%
660	19.80	34.00%	3.80%	25.08	44.88	6.80%
650	19.50	35.00%	4.00%	26.00	45.50	7.00%
640	19.20	36.00%	4.20%	26.88	46.08	7.20%
630	18.90	37.00%	4.40%	27.72	46.62	7.40%
620	18.60	38.00%	4.60%	28.52	47.12	7.60%
610	18.30	39.00%	4.80%	29.28	47.58	7.80%
600	18.00	40.00%	5.00%	30.00	48.00	8.00%
590	17.70	41.00%	5.20%	30.68	48.38	8.20%
580	17.40	42.00%	5.40%	31.32	48.72	8.40%
570	17.10	43.00%	5.60%	31.92	49.02	8.60%
560	16.80	44.00%	5.80%	32.48	49.28	8.80%
550	16.50	45.00%	6.00%	33.00	49.50	9.00%
540	16.20	46.00%	6.20%	33.48	49.68	9.20%
530	15.90	47.00%	6.40%	33.92	49.82	9.40%
520	15.60	48.00%	6.60%	34.32	49.92	9.60%
510	15.30	49.00%	6.80%	34.68	49.98	9.80%
500	15.00	50.00%	7.00%	35.00	50.00	10.00%

4/4 Bidder K&J Inc.



GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS

TELEFAX: 0141-2811776, 281183
E-mail: ro.jaipur.morth@gmail.com

O/o Chief Engineer-Regional Officer,
DCM, AJMER ROAD,
JAIPUR - 302 019

No.RW/JAI/RJ/PS/GENERAL/2012/ 194

Dated: 08.01.2019

Office Memorandum

Sub: Collection of Non-Tax receipts through electronic mode in RPAO bank account through NTRP/Bharatkosh portal.

As per the instruction's of Government of India all the Non-Tax receipt should be deposited in Government Account through Non-Tax Receipt Portal i:e www.bharatkosh.gov.in

2. Therefore all the concerns are directed to deposit Tender Fees, Remittance of Concession fee, License fees, Processing fees for NOCs of different utilities/retail outlets which comes under jurisdiction of Highway Administration-Regional Officer (Civil), Ministry of Road Transport and Highways Jaipur through NTRP/Bharatkosh portal as per the Ministry's circular no. PAO/NH/Misc./2018-19/255-59 dated: 09-08-2018 (Copy enclosed) and provide the copy of receipt to this office. The payment can be made on following details through NTRP/Bharatkosh Portal.

Name of Ministry	Controller Code	Name of PAO	PAO Code	DDO Code	Mode Of Payment
M/oRTH	024	RPAO Jaipur	034975	234977	Online (through Net-banking, Debit card & Credit card)
					Offline (through Challan Generated from Bharatkosh Portal)

3. This issues with the direction & concurrence of Highway Administration-cum-R.O. (Civil), MoRTH, Jaipur and must be adhered with immediate effect since no receipt should be allowed through demand draft henceforth.

(Bharat Singh Joiya)
Executive Engineer

For Highway Administration-cum-Regional Officer

To,

- 1) The Chief Engineer (NH) PWD Rajasthan with a request to direct EE PWD NH Division and SE PWD NH Circle in the state of Rajasthan to adhere the Office memorandum.
- 2) All the Superintending Engineer PWD NH circles in the state of Rajasthan for necessary action.
- 3) All the Executive Engineer PWD NH Divisions in the state of Rajasthan for necessary action
- 4) The RPAO, MoRTH, DCM Ajmer Road Jaipur For information.
- 5) All the Oil Companies dealing with cases of Access Permission NOC from Highway Administration for necessary action.
- 6) All the Companies/Govt.body/ statuaries dealing with the cases of permission for Utilities from Highway Administration for necessary action.

F. No. COVID-19/RoadMap/JS(H)/2020
Government of India
Ministry of Road Transport & Highways
(Highways Section)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

dated the 11th October, 2024

To,

1. DG (RD) & 55, Roads Wing, MORTH
2. The Chairman, NHAI, G-586, Sector-10, Dwarka, New Delhi-110075
2. The Managing Director, NHIDCL, PTI Building, New Delhi-110001
3. Principal Secretaries/Secretaries of all States/UTs Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
4. All Engineers-in-Chief and Chief Engineers of Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
5. The Director General Border Roads, Seema Sadak Bhawan, Ring Road, New Delhi-110010
6. All CE-ROS, ROs and ELOs of the Ministry of Road Transport & Highways

Subject: Amendment in Schedule H of the MCA for EPC projects - reg

Sir,

I am directed to say that the Competent Authority has decided to amend the Schedule-H of model EPC contract Agreement. The amended Schedule H is enclosed as Annexure.

2. The amended Schedule H shall be incorporated in the future tender documents for NH projects to be taken up on EPC mode. In case where bids have been invited suitable amendments may be issued.

Yours faithfully,
Signed by Sanjay Kumar
Date: 11-10-2024 17:35:11

Encl: Amended Schedule H

(Sanjay Kumar)
Under Secretary to the Government of India
Telephone No. 011-23714001

Copy with enclosure to:

1. Sr. PPS to Secretary (RT&H)
2. JS&FA, MORTH
3. JS (H&LA)
4. All Joint Secretaries in the MORTH
5. All ADGs/CEs in the MoRTH

6. Sr.Director (NIC), MORTH for uploading on the website of the Ministry

SCHEDULE – H

See Clauses 10.1 (iv) and 19.3

Contract Price Weightages

- 1.1 The Contract Price for this Agreement is Rs. *****
- 1.2 Proportions of the Contract Price for different stages of Construction of the Project Highway shall be as specified below :

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
I. Road works including culverts, widening and repair of culverts.	[*****]	A- Widening and strengthening of existing road	
		(1) Earthwork up to top of the embankment	[**]
		(2) Sub-Grade	
		(3) Sub-Base Course	[**]
		(4) Non Bituminous Base Course	[**]
		(5) Bituminous Base Course	[**]
		(6) Wearing Coat	[**]
		(7) Widening and repair of culverts	[**]
		B.1- Reconstruction/ New realignment/ bypass (Flexible pavement)	
		(1) Earthwork up to top of the embankment	[**]
		(2) Sub-Grade	
		(3) Sub Base Course	[**]
		(4) Non-Bituminous Base Course*	[**]
		(5) Bituminous Base Course	[**]
		(6) Wearing Coat	[**]
		B.2- Reconstruction/ New realignment/ bypass (Rigid Pavement)	
		(1) Earthwork up to top of the embankment	[**]
		(2) Sub-Grade	
		(3) Sub Base Course	[**]
		(4) Dry Lean Concrete(DLC) Course	[**]
		(5) Pavement Quality Control (PQC) Course	[**]
		C.1- Reconstruction/ New service road (Flexible pavement)	
		(1) Earthwork up to top of the embankment	[**]
		(2) Sub-Grade	

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
		(3) Sub Base Course	[**]
		(4) Non-Bituminous Base Course*	[**]
		(5) Bituminous Base Course	[**]
		(6) Wearing Coat	[**]
		C.2- Reconstruction/ New Service road (Rigid Pavement)	
		(1) Earthwork up to top of the embankment	[**]
		(2) Sub-Grade	
		(3) Sub Base Course	[**]
		(4) Dry Lean Concrete(DLC) Course	[**]
		(5) Pavement Quality Control (PQC) Course	[**]
		D- Re-Construction and New culverts on existing road, realignments, bypasses :	
		Culverts (length < 6 m)	[**]
II. Minor Bridges/ Underpasses / Overpasses	[****]	A.1- Widening and Repair of Minor bridges (length > 6 m and < 60 m)	
		Minor bridges	
		(1) Foundation: On completion of the foundation work of abutments and piers	[**]
		(2) Sub-structure: On completion of abutments and piers with abutment/ pier cap.	[**]
		(3) Super-structure: On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, handrails, crash barriers, road signs and markings, tests on completion etc. complete in all respect.	[**]
		(4) Approaches: On completion of approaches including wing walls/ return walls, Retaining walls, stone pitching, protection works for floor, embankment slope, etc. complete in all respect and fit for use.	[**]
		A.2- New Minor bridges (length >6 and <60 m.)	
		(1) Foundation: On completion of the foundation work of abutments and piers	[**]
		(2) Sub-structure: On completion of abutments and piers with abutment/ pier cap.	[**]

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
		(3) Super-structure: On completion of the super-structure upto deck slab including bearings.	[**]
		(4) Miscellaneous Works : On completion of wearing coat, expansion joint, crash barrier, railings, protection works and any remaining work associated to bridge including tests on bridge.	[**]
		(5) Approaches: On completion of approaches including wing walls/ return walls, Retaining walls, stone pitching, protection works for floor, embankment slope etc. complete in all respect and fit for use.	[**]
		(6) Guide Bunds and River Training Works: On completion of Guide Bunds and river Training Works complete in all respects	[**]
		B.1- Widening and Repair of underpasses/ overpasses	
		Underpasses/ Overpasses	[**]
		B.2- New underpasses/ overpasses	
		(1) Foundation: On completion of the foundation work of abutments and piers	[**]
		(2) Sub-structure : On completion of abutments and piers with abutment/ pier cap.	
		(3) Super-structure: On completion of the super-structure upto deck slab including bearing.	[**]
		(4) Miscellaneous Works : On completion of wearing coat, expansion joint, crash barrier, railings and any remaining work associated to bridge including tests on bridge	
		(5) Approaches: On completion of approaches including Wing walls/ Return walls, Retaining walls/ Reinforced Earth walls, stone pitching, protection works complete in all respect and fit for use.	[**]

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
III. Major Bridge (length > 60 m.) works and ROB/RUB/ elevated sections/flyovers including viaducts, if any	[****]	A.1- Widening and repairs of Major Bridges	
		(1) Foundation	[**]
		i) Pile Foundation	
		ii) Open Foundation	
		(2) Sub-structure	[**]
		(3) Super-structure (including bearings)	[**]
		(4) Wearing Coat including expansion joints	[**]
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.)	[**]
		(6) Wing walls/return walls	[**]
		(7) Guide Bunds, River Training works etc.	[**]
		(8) Approaches (including Retaining walls, stone pitching and protection works for floor, embankment slope etc.)	[**]
		A.2- New Major Bridges	
		(1) Foundation	
		(i) Well Foundation	
		(ii) Pile Foundation	
		(iii) Open Foundation	
		(2) Sub-structure	
		(3) Super-structure (including bearings)	
		(4) Wearing Coat including expansion joints	
		(5) Miscellaneous Items (like hand rails, crash barriers, road markings etc.)	
		(6) Wing walls/return walls	
		(7) Guide Bunds, River Training works etc.	
		(8) Approaches (including Retaining walls, stone pitching and protection works for floor, embankment slope, etc.)	
		B.1- Widening and repair of	
		(a) ROB	
		(b) RUB	

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
		(1) Foundation	[**]
		i) Pile Foundation	
		ii) Open Foundation	
		(2) Sub-structure	[**]
		(3) Super-structure (including bearings)	[**]
		(4) Wearing Coat: (a) in case of ROB- wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB- rigid pavement under RUB including drainage facility complete in all respects as specified.	[**]
		(5) Miscellaneous Items (like hand rails, crash barriers, road markings etc.)	[**]
		(6) Wing walls/return walls	[**]
		(7) Approaches (including Retaining walls, stone pitching and protection works)	[**]
		B.2- New ROB/RUB	
		(a) ROB	
		(b) RUB	
		(1) Foundation	[**]
		(i) Well Foundation	
		(ii) Pile Foundation	
		(iii) Open Foundation	
		(2) Sub-structure	[**]
		(3) Super-structure (including bearings)	[**]
		(4) Wearing Coat: (a) in case of ROB- wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB- rigid pavement under RUB including drainage facility complete in all respects as specified.	[**]
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.)	[**]
		(6) Wing walls/return walls	[**]
		(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[**]
		C.1- Widening and repair of Elevated Section/Flyovers/ Grade Separators	
		(1) Foundation	[**]
		i) Pile Foundation	
		ii) Open Foundation	
		(2) Sub-structure	[**]

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
		(3) Super-structure (including bearings)	[**]
		(4) Wearing Coat including expansion joints	[**]
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.)	[**]
		(6) Wing walls/return walls	[**]
		(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[**]
		C.2-New Elevated Section/Flyovers/ Grade Separators	
		(1) Foundation	[**]
		(i) Well Foundation	
		(ii) Pile Foundation	
		(iii) Open Foundation	
		(2) Sub-structure	[**]
		(3) Super-structure (including bearings)	[**]
		(4) Wearing Coat including expansion joints	[**]
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.)	[**]
		(6) Wing walls/return walls	[**]
		(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[**]
IV. Other works	[*****]	(i) Toll Plaza	[**]
		(ii) Road side drains	[**]
		(a) Drain	
		(b) Cover Slab	
		(iii) Road signs, markings, km stones, safety devices etc.	[**]
		(iv) Overhead gantry mounted signs	
		(v) Project facilities (a) Bus Bays (b) Truck lay-byes (c) Rest areas (d) others	[**]
		(vi) Road side plantation	[**]

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
		(vii) Protection works# other than approaches to the bridges, elevated sections/ flyovers/grade separators and ROB/RUBs.	[**]
		(a) Crash Barrier	
		(b) Retaining Wall	
		(c) Breast Wall	
		(viii) Safety and traffic management during construction	[**]

*Note- In case of CTB and AIL layer, this stage may be modified suitably to permit separate weightages for each of these layers.

#Note - For specific type of protection work detailed stages can be included

1.3 Procedure of estimating the value of work done

1.3.1 Road works.

Procedure for estimating the value of road work done shall be as follows :

Table 1.3.1

Stage of Payment	Percentage weightage	Payment Procedure
A-Widening and strengthening of existing road	[**]	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length or 500m whichever is less
(1) Earthwork up to top of the embankment		
(2) Sub-Grade	[**]	
(3) <u>Sub-Base Course</u>	[**]	
(4) <u>Non Bituminous Base Course*</u>	[**]	
(5) <u>Bituminous Base Course</u>	[**]	
(6) <u>Wearing Coat</u>	[**]	Cost of completed culverts shall be determined pro rata basis with respect to the total no. of culverts. The payment shall be made on the
(7) Widening and repair of culverts	[**]	

Stage of Payment	Percentage weightage	Payment Procedure
		completion of atleast one culvert. 75% of the cost will be payable on completion of box/ abutments and slab/ pipe and head wall. Remaining 25% will become payable on completion of protection works including return/ wing walls and any other work associated with culverts.
B.1- Reconstruction/New realignment/bypass (Flexible pavement) (1) Earthwork up to top of the embankment	[**]	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 500 m length, whichever is less.
(2) Sub-Grade	[**]	
(3) Sub Base Course	[**]	
(4) Non-Bituminous Base Course*	[**]	
(5) Bituminous Base Course	[**]	
(6) Wearing Coat	[**]	
B.2- Reconstruction/New realignment/bypass (Rigid pavement) (1) Earthwork up to top of the embankment	[**]	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 500 m length, whichever is less.
(2) Sub-Grade	[**]	
(3) Sub Base Course	[**]	
(4) Dry Lean Concrete (DLC) Course	[**]	
(5) Pavement Quality Control (PQC) Course	[**]	
C.1- Reconstruction/ New service road (Flexible pavement) (1) Earthwork up to top of the embankment	[**]	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 500 m length, whichever is less.
(2) Sub-Grade	[**]	
(3) Sub Base Course	[**]	
(4) Non-Bituminous Base Course*	[**]	
(5) Bituminous Base Course	[**]	
(6) Wearing Coat		
C.2- Reconstruction/ New service road (Rigid pavement) (1) Earthwork up to top of	[**]	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 500 m

Stage of Payment	Percentage weightage	Payment Procedure
the embankment		length, whichever is less.
(2) Sub-Grade	[**]	
(3) Sub Base Course	[**]	
(4) Dry Lean Concrete (DLC) Course	[**]	
(5) Pavement Quality Control (PQC) Course	[**]	
D- Re-Construction and New culverts on existing road, realignments, bypasses: (1) Culverts (length < 6m)	[**]	Cost of each culvert shall be determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of atleast one culvert. 75% of the cost will be payable on completion of box/ abutments and slab/ pipe and head wall. Remaining 25% will become payable on completion of protection works including return/ wing walls and any other work associated with culverts.

*Note- In case of CTB and AIL layer, this stage may be modified suitably to permit separate weightages for each of these layers.

@. For example, if the total length of bituminous work to be done is 100 km, the cost per km of bituminous work shall be determined as follows:

Cost per km = $P \times \text{weightage for road work} \times \text{weightage for bituminous work} \times (1/L)$

Where P= Contract Price

L = Total length in km

Similarly, the rates per km for other stages shall be worked out accordingly.

Note: The length affected due to law and order problems or litigation during execution due to which the Contractor is unable to execute the work, may be deducted from the total project length for payment purposes. The total length calculated here is only for payment purposes and will not affect and referred in other clauses of the Contract Agreement.

1.3.2 Minor Bridges and Underpasses/Overpasses.

Procedure for estimating the value of Minor bridge and Underpasses/Overpasses shall be as stated in table 1.3.2:

Table 1.3.2

Stage of Payment	Weightage	Payment Procedure
1	2	3
A.1-Widening and repair of minor bridges (length > 6m and < 60m)	[**]	Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length (m) of the minor bridges.
(i) Foundation: On completion of the foundation work of abutments and piers	[**]	(i) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e completion of atleast two foundations of each bridge. In case where load testing is specified for foundation, the trigger of first payment shall include load testing also.
(ii) Sub - structure:	[**]	(ii) Sub - structure - Payment shall be made on pro-rata basis on completion of stage i.e. completion of atleast one sub-structure upto abutment/ pier cap level of each bridge.
(iii) Super-structure: On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion etc. complete in all respect.	[**]	(iii) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e., completion of super-structure of at least one span in all respects as specified in the column of "Stage of Payment" in this sub-clause.
(iv) Approaches: On completion of approaches including Retaining walls, stone pitching, protection works for floor, embankment slope etc. complete in all respect and fit for use.	[**]	(iv) Approaches: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches including wing walls/ return walls, retaining walls, stone pitching in all respect as specified in the column of "Stage of Payment" in this sub-clause for each bridge.
A.2- New minor bridges	[**]	Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length (m) of the minor bridges.
(i) Foundation: On completion of the foundation work of abutments and piers.		(i) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage completion of atleast two foundations of each bridge. In case where load testing is specified for foundation, the trigger of first payment shall include load testing also.

Stage of Payment	Weightage	Payment Procedure
1	2	3
(ii) Sub - structure:	[**]	(ii) Sub - structure - Payment shall be made on pro-rata basis on completion of stage i.e. completion of atleast one sub-structure upto abutment/ pier cap level of each bridge.
(iii) Super-structure: On completion of the super-structure upto deck slab including bearings.	[**]	(iii) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e., completion of super-structure of at least one span upto deck slab including bearing as specified in the column of "Stage of Payment" in this sub-clause. If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(iv) Miscellaneous Works:	[**]	(iv) Miscellaneous Works: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of wearing coat, expansion joint, crash barrier, railing, protection works, drainage and any other remaining work associated to bridge including tests on bridge for each bridge
v) Approaches: On completion of approaches including Retaining walls, stone pitching, protection works for floor, embankment slope etc. complete in all respect and fit for use.	[**]	(v) Approaches: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches including wing walls/ return walls, retaining walls, stone pitching in all respect as specified in the column of "Stage of Payment" in this sub-clause for each bridge.
(vi) Guide Bunds and River Training Works: On completion of Guide Bunds and river Training Works complete in all respects	[**]	(vi) Guide Bunds and River Training Works: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of Guide Bunds and River training Works in all respects as specified for each bridge.
B.1-Widening and repair of underpasses/overpasses	[**]	Cost of each underpass/overpass shall be determined on pro rata basis with respect to the total linear length of the underpasses/overpasses. Payment shall be made on the completion of widening & repair works of a underpass/overpass.
B.2- New Underpasses/	[**]	Cost of each Underpass/Overpass shall be

Stage of Payment	Weightage	Payment Procedure
1	2	3
Overpasses: (i) Foundation On completion of the foundation work including foundations, of abutments and piers		determined on pro rata basis with respect to the total linear length (m) of the Underpasses/Overpasses. (i) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of foundation(s) of each underpass/overpass. In case where load testing is specified for foundation, the trigger of first payment shall include load testing also.
(ii) Sub-structure :	[**]	(ii) Sub-structure: Payment shall be made on pro-rata basis on completion of stage i.e. completion of atleast one sub-structure upto abutment/ pier cap level of each bridge.
(iii) Super-structure: On completion of the super-structure upto deck slab,	[**]	(iii) Super-structure: Payment shall be made on pro-rata basis on completion of a stage 'i.e. completion of super-structure of at least one span upto deck slab including bearing as specified in the column of "Stage of Payment" in this sub-clause: If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(iv) Miscellaneous Works:	[**]	(iv) Miscellaneous Works: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of wearing coat, expansion joint, crash barrier, railing, protection works and any other remaining work associated to bridge including tests on bridge for each bridge.
v) Approaches: On completion of approaches including wing wall/ return wall, Retaining walls/ Reinforced Earth walls, stone pitching, protection works complete in all respect and fit for use.	[**]	(v) Approaches: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches including wing wall/ return wall, retaining walls, Reinforced Earth walls, stone pitching, protection works complete in all respect for each bridge.

1.3.3 Major Bridge works, ROB/RUB and Structures.

Procedure for estimating the value of Major Bridge works, ROB/RUB and Structures shall be as stated in table 1.3.3:

Table 1.3.3

Stage of Payment	Weightage	Payment Procedure
1	2	3
A.1- Widening and repairs of Major Bridges (1) Foundation	[**]	Cost of each Major Bridge shall be determined on pro rata basis with respect to the total linear length (m) of the Major Bridges. (1) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of each of the major Bridge as specified hereinunder.
(i) Pile Foundation (a) Piling - On completion of pile upto bottom of pile cap (b) Pile Cap : On completion of pile cap		(i) Pile Foundation (a) Piling : Payment of 70% shall be made on completion of piling upto bottom of pile cap for each pile on prorata basis. (b) Pile Cap : Payment of 30% on pro-rata basis shall be made on completion of pile cap. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Open Foundation		(ii) Open Foundation: Payment shall be made on completion of a stage i.e. on completion of atleast one foundation.
(2) Sub-structure	[**]	(2) Sub-Structure: Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments/piers upto abutment/pier cap level of each of

Stage of Payment	Weightage	Payment Procedure
1	2	3
		the major bridge.
(3) Super-structure (including bearings)	[**]	(3) Super-structure: Payment shall be made on prorata basis on completion of a stage i.e. completion of superstructure upto deck slab including bearings of at least one span as specified here in under : If pre-cast RCC/PSC/Steel girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(4) Wearing Coat including expansion joints	[**]	(4) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified for each major bridge.
(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.	[**]	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each major bridge.
(6) Wing walls/return walls	[**]	(6) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified for each major bridge.
(7) Guide Bunds, River Training works etc.	[**]	(7) Guide Bunds, River Training works: Payments shall be made on completion of all guide bunds/river training works etc. complete in all respects as specified for each major bridge.
(8) Approaches (including Retaining walls, stone pitching and protection works)	[**]	(8) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in

Stage of Payment	Weightage	Payment Procedure
1	2	3
		all respects as specified for each major bridge.
A.2- New Major Bridges	[**]	Cost of each Major Bridge shall be determined on pro rata basis with respect to the total linear length (m) of the Major Bridge.
(1) Foundation		(1) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of each of the major Bridge as specified here in under:
(i) Well Foundation (a) On completion of Cutting Edge + Well Curb (b) Wellsteining : On completion of well steining upto bottom of well cap. (c) On completion of bottom plug + top plug (if provisioned as per design) + well cap		(i) Well Foundation (a) Cutting Edge + Well Curb: Payment of 10% shall be made on completion of a stage i.e. completion of cutting edge + well curb. (b) Well steining : Payment of 65% shall be made on completion of well steining upto bottom of well cap. The payment stage shall be further sub-divided on pro-rata basis i.e. (i) on completion upto 10 m and (ii) on completion of each subsequent 5 m or part thereof. (c) Bottom plug + top plug (if provisioned as per design) + well cap: Payment of 25% shall be made on completion of a stage i.e. completion of bottom plug, back fill, top plug and well cap.
(ii) Pile Foundation (a) Piling - On completion of pile upto bottom of pile cap (b) Pile Cap : On completion of pile cap		(ii) Pile Foundation (a) Piling : Payment of 70% shall be made on completion of piling upto bottom of pile cap for each pile on prorota basis. (b) Pile Cap : Payment of 30% shall be made on completion of pile cap. In case where load testing is required for foundation, the trigger of first payment shall include load testing

Stage of Payment	Weightage	Payment Procedure
1	2	3
		also where specified.
(iii) Open Foundation		(iii) Open Foundation: Payment shall be made on completion of a stage i.e. on completion of atleast one foundation.
(2) Sub-structure	[**]	(ii) Sub-Structure: Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments/piers upto abutment/pier cap level of each of the major bridge.
(3) Super-structure (including bearings)	[**]	(3) Super-structure: Payment shall be made on prorata basis on completion of a stage i.e. completion of superstructure upto deck slab including bearings of at least one span as specified here in under: If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon. (For cable stayed bridge and suspension cable bridge, detailed payment stage may be included on case to case basis)
(4) Wearing Coat including expansion joints	[**]	(4) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified for each major bridge.
(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.	[**]	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each major bridge.

Stage of Payment	Weightage	Payment Procedure
1	2	3
(6) Wing walls/return walls	[**]	(6) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified for each major bridge.
(7) Guide Bunds, River Training works etc.	[**]	(7) Guide Bunds, River Training works: Payments shall be made on completion of all guide bunds/river training works etc. complete in all respects as specified for each major bridge.
(8) Approaches (including Retaining walls, stone pitching and protection works for floor, embankment slope etc.)	[**]	(8) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified for each major bridge.
B.1 -Widening and repairs of (a) ROB (b) RUB (1) Foundation	[**]	Cost of each ROB/RUB shall be determined on pro rata basis with respect to the total linear length (m) of the ROB/RUBs. (1) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of each of the ROB/RUB as specified here in under.
(i) Pile Foundation (a) Piling - On completion of pile upto bottom of pile cap (b) Pile Cap : On completion of pile cap		(i) Pile Foundation (a) Piling : Payment of 70% shall be made on completion of piling upto bottom of pile cap for each pile on prorata basis. (b) Pile Cap : Payment of 30% on pro-rata basis shall be made on completion of pile cap. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Open Foundation		(ii) Open Foundation: Payment shall

Stage of Payment	Weightage	Payment Procedure
1	2	3
		be made on completion of a stage i.e. on completion of atleast one foundation.
(2) Sub-structure	[**]	(2) Sub-Structure:. Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments/piers upto abutment/pier cap level of each of the ROB/RUB.
(3) Super-structure (including bearings)	[**]	(3) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of superstructure upto deck slab including bearings of at least one span as specified here in under : If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(4) Wearing Coat including expansion joints in case of ROB. In case of RUB, rigid pavement under RUB including drainage facility as specified.	[**]	(4) Wearing Coat: Payment shall be made on completion of (a) in case of ROB- wearing coat including expansion joints complete in all respects as specified for each of the ROB and (b) in case of RUB- rigid pavement under RUB including drainage facility complete in all respects as specified for each of the RUB.
(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.	[**]	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each of the ROB/ RUB.
(6) Wing walls/return walls	[**]	(6) Wing walls/return walls:

Stage of Payment	Weightage	Payment Procedure
1	2	3
		Payments shall be made on completion of all wing walls/return walls complete in all respects as specified for each of the ROB/ RUB.
(7) Approaches (including Retaining walls, stone pitching and protection works)	[**]	(7) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified for each of the ROB/ RUB.
B.2- New (a) ROB (b) RUB (1) Foundation	[**]	Cost of each ROB/RUB shall be determined on pro rata basis with respect to the total linear length (m) of the ROB/RUBs. (1) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of each of the ROB/RUB as specified here in under:
(i) Well Foundation (a) On completion of Cutting Edge + Well Curb (b) Wellsteining : On completion of well steining upto bottom of well cap. (c) On completion of bottom plug + top plug (if provisioned as per design) + well cap		(i) Well Foundation (a) Cutting Edge + Well Curb: Payment of 10% shall be made on completion of a stage i.e. completion of cutting edge + well curb. (b) Well steining : Payment of 65% shall be made on completion of well steining upto bottom of well cap. The payment stage shall be further sub-divided on pro-rata basis i.e. (i) on completion upto 10 m and (ii) on completion of each subsequent 5 m or part thereof. (c) Bottom plug + top plug (if provisioned as per design) + well cap: Payment of 25% shall be made on completion of a stage i.e. completion of bottom plug, back fill, top plug and well cap.
(ii) Pile Foundation (a) Piling - On completion of pile upto bottom of pile		(ii) Pile Foundation (a) Piling : Payment of 70% shall be made on completion of piling upto

Stage of Payment	Weightage	Payment Procedure
1	2	3
cap (b) Pile Cap : On completion of pile cap		bottom of pile cap for each pile on prorota basis. (b) Pile Cap : Payment of 30% shall be made on completion of pile cap. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(iii) Open Foundation		(iii) Open Foundation: Payment shall be made on completion of a stage i.e. on completion of atleast one foundation.
2) Sub-structure	[**]	(2) Sub-Structure: Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments/piers upto abutment/pier cap level of each of the ROB/RUB.
(3) Super-structure (including bearings)	[**]	(3) Super-structure: Payment shall be made on prorata basis on completion of a stage i.e. completion of superstructure upto deck slab including bearings of at least one span as specified here in under : If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book. Applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(4) Wearing Coat including expansion joints in case of ROB. In case of RUB, rigid pavement under RUB including drainage facility as specified.	[**]	(4) Wearing Coat: Payment shall be made on completion of (a) in case of ROB- wearing coat including expansion joints complete in all respects as specified for each of the ROB and (b) in case of RUB- rigid pavement under RUB including drainage facility complete in all respects as specified for each of the RUB.

Stage of Payment	Weightage	Payment Procedure
1	2	3
(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.	[**]	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each of the ROB/RUB.
(6) Wing walls/return walls	[**]	(6) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified for each of the ROB/RUB.
(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[**]	(7) Approaches: Payments shall be made on completion of both approaches of each ROB including stone pitching, protection works, etc. complete in all respects as specified here in under : If reinforced soil wall is used with facia panel/blocks, interim payment shall be made @75% of the Cost of that element as derived from MoRTH data Book. Applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
C.1- Widening and repairs of Elevated Section/Flyovers/ Grade Separators (i) Foundation		Cost of each structure shall be determined on pro rata basis with respect to the total linear length (m) of the structures. (1) Foundation : Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of each of the structure as specified here in under :
(i) Pile Foundation (a) Piling - On completion of pile upto bottom of pile cap (b) Pile Cap : On		(i) Pile Foundation (a) Piling : Payment of 70% shall be made on completion of piling upto bottom of pile cap for each pile on prorata basis. (b) Pile Cap : Payment of 30% on pro-

Stage of Payment	Weightage	Payment Procedure
1	2	3
completion of pile cap		rata basis shall be made on completion of pile cap. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Open Foundation		(ii) Open Foundation: Payment shall be made on completion of a stage i.e. on completion of atleast one foundation.
(2) Sub-structure	[**]	(2) Sub-Structure: Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments/piers upto abutment/pier cap level of each of the structure.
(3) Super-structure (including bearings)	[**]	(3) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure upto deck slab including bearings of at least one span as specified here in under : If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(4) Wearing Coat including expansion joints	[**]	(4) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified for each of the structure.
(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.	[**]	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each of the structure.

Stage of Payment	Weightage	Payment Procedure
1	2	3
(6) Wing walls/return walls	[**]	(6) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified for each of the structure.
(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[**]	(7) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects of each structure.
C.2 -New Elevated Section/Flyovers/ Grade Separators		Cost of each structure shall be determined on pro rata basis with respect to the total linear length (m) of the structures.
(1) Foundation	[**]	(1) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of each of the structure as specified here in under :
(i) Well Foundation (a) On completion of Cutting Edge + Well Curb (b) Wellsteining : On completion of well steining upto bottom of well cap. (c) On completion of bottom plug + top plug (if provisioned as per design) + well cap		(i) Well Foundation (a) Cutting Edge + Well Curb: Payment of 10% shall be made on completion of a stage i.e. completion of cutting edge + well curb. (b) Well steining : Payment of 65% shall be made on completion of well steining upto bottom of well cap. The payment stage shall be further sub-divided on pro-rata basis i.e. (i) on completion upto 10 m and (ii) on completion of each subsequent 5 m or part thereof. (c) Bottom plug + top plug (if provisioned as per design) + well cap: Payment of 25% shall be made on completion of a stage i.e. completion of bottom plug, back fill, top plug and well cap.
(ii) Pile Foundation		(ii) Pile Foundation

Stage of Payment	Weightage	Payment Procedure
1	2	3
(a) Piling - On completion of pile upto bottom of pile cap (b) Pile Cap : On completion of pile cap		(a) Piling : Payment of 70% shall be made on completion of piling upto bottom of pile cap for each pile on pro-rata basis. (b) Pile Cap : Payment of 30% shall be made on completion of pile cap. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(iii) Open Foundation		(iii) Open Foundation: Payment shall be made on completion of a stage i.e. on completion of atleast one foundation.
(2) Sub-structure	[**]	(2) Sub-Structure: Payment against Sub- structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments/piers upto abutment/pier cap level of each of the structure.
(3) Super-structure (including bearings)	[**]	(3) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super- structure upto deck slab including bearings of at least one span as specified here in under: If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(4) Wearing Coat including expansion joints	[**]	(4) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified for each of the structure.

Stage of Payment	Weightage	Payment Procedure
1	2	3
(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.	[**]	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each of the structure.
(6) Wing walls/return walls	[**]	(6) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified for each of the structure.
(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[**]	(7) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified here in under : If reinforced soil wall is used with facia panel/blocks, interim payment shall be made @75% of the Cost of that element as derived from MoRTH data Book. Applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.

1.3.4 Other works.

Procedure for estimating the value of other works done shall be as stated in table 1.3.4.

Table 1.3.4

Stage of Payment	Weightage	Payment Procedure
1	2	3
(i) Toll plaza	[**]	Unit of measurement is each completed toll plaza. Payment for each toll plaza shall be made on pro rata basis with respect to the total of all toll plazas as specified here in under :

Stage of Payment	Weightage	Payment Procedure
1	2	3
(a) DLC(LHS)		(a) DLC (LHS) : Payment of 12.5% on pro-rata basis shall be made on completion of a stage i.e. completion of DLC on LHS.
(b) DLC (RHS)		(b) DLC (RHS) : Payment of 12.5% on pro-rata basis shall be made on completion of a stage i.e. completion of DLC on LHS.
(c) PQC(LHS)		(c) PQC(LHS): Payment of 25% on pro-rata basis shall be made on completion of a stage i.e. completion of PQC on LHS.
(d) PQC(RHS)		(d) PQC(RHS): Payment of 25% on pro-rata basis shall be made on completion of a stage i.e. completion of PQC on RHS.
(e) Admin Building		(e) Admin Building: Payment of 10% on pro-rata basis shall be made on completion of a stage i.e. completion of Admin Building and miscellaneous works.
(f) Toll Booth, canopy, safety items and all other associated works		(f) Toll Booth, canopy, safety items and all other associated works: Payment of 15% on pro-rata basis shall be made on completion of a stage i.e. completion of Toll Booth, canopy, safety items and all other associated works.
(ii) Road side drains	[**]	
(a) Drains		a) Drains: Unit of measurement is linear length in metre . Payment shall be made on pro rata basis on completion of a stage in a length of not less than 100 m on one side.
(b) Cover Slabs		(b) Cover slabs: Unit of measurement is linear length in metre. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 100 m on one side.

Stage of Payment	Weightage	Payment Procedure
1	2	3
(iii) Road signs, markings, km stones, safety devices, ...	[**]	Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than one Km on both sides.
(iv) Overhead gantry mounted signs	[**]	Unit of measurement is each number. Payment shall be made on pro-rata basis on completion of each overhead gantry mounted sign
(v) Project Facilities (a) Bus bays (b) Truck lay-byes (c) Rest areas (d) others	[**] [**] [**] [**]	Unit of measurement is each number. Payment shall be made on pro rata basis for completed facilities.
(vi) Roadside plantation	[**]	Unit of measurement is linear length in Km. Payment shall be made on pro rata basis on completion of one Km.
(vii) Protection works other than approaches to the bridges, elevated sections/ flyovers/grade separators and ROBs/ RUBs (a) Crash- Barrier (b) Retaining wall (c) Breast wall	[**] [**] [**]	Unit of measurement is linear length. Payment against items (a), (b) & (c) shall be made on pro rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length and 100 m whichever is less.
(viii) Safety and traffic management during construction	[**]	Payment shall be made on prorata basis every six months.

Note: (1) In case of innovative Major Bridge Projects like cable suspension/cable stayed and exceptionally long span bridges, the schedule may be modified as per site requirements before bidding with due approval of Competent Authority.

- (2) The Schedule for exclusive Tunnel Projects may be prepared as per site requirements before bidding with due approval of Competent Authority.
- (3)
 - (a) In order to maintain cash flow in the project, the Authority shall also make interim monthly payments to the Contractor for the work done during the month for which the corresponding stage, as mentioned in Schedule-H, has not been achieved. Such work shall be measured, in a length, number or area as specified in corresponding stage of Schedule-H and valued in accordance with the proportion of the weightage of Contract Price assigned to that stage in Schedule-H. '90% of value of such work shall be paid as an 'Interim Monthly Payment' under clause 19.3 (i) of Contract Agreement.
 - (b) For Pre cast/ pre-fabricated elements to be used in permanent works, interim payments to be made @ 75% of cost of that element (to be derived from MoRT&H data book) as per schedule H.
 - (C) Upon completion of the defined 'stage', a reconciliation of the interim payments shall be carried out, and any balance amount shall be paid. For the avoidance of doubt, it is clarified that the interim monthly payments are made solely to maintain cash flow in the project. In the event of termination of the project, under Clause 23.1, 23.2 or 23.3, as the case may be, such interim payments shall be dealt with as per Clause 23.5 (i) (b) of the Contract Agreement.

No. NH-24028/14/2014-H(Vol-II) (E-134863)
Government of India
Ministry of Road Transport & Highways
(Highways Section)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 31 May, 2023

To

1. DG(RD) & SS, Ministry of Road Transport & Highways
2. The Chairman, NHAI, G-5&6, Sector -10, Dwarka, New Delhi-110075
3. The Managing Director, NHIDCL, PTI Building, New Delhi-110001
4. Principal Secretaries/Secretaries of all States/UTs Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
5. All Engineers-in-Chief and Chief Engineers of Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
6. The Director General Border Roads, Seema Sadak Bhawan, Ring Road, New Delhi-110010
7. All CE-ROs, ROs and ELOs of the Ministry of Road Transport & Highways

Subject: Inclusions of provisions regarding accepting E-Bank Guarantee and Insurance Surety Bonds as 'Bid Security' and 'Performance Security' in standard documents of EPC, HAM and BOT (Toll)

Sir(s)/Madam(s),

After the amendments done by Department of Expenditure in GFR, 2017 relating to inclusion of e-bank guarantee and Insurance Surety Bonds as means to accept 'Bid Security' and 'Performance Security', this Ministry has approved the changes in necessary clauses in the standard documents (RFP and MCA) of EPC, HAM and BOT (Toll) modes which are enclosed as **Annexure**.

2. For all the existing contracts - including road development, toll contracts, ropeways and any other contract wherein Ministry has prescribed a BG - any instrument of Bid Security / Performance Security may be replaced by Insurance Surety Bond as per availability. Further, if bank guarantee is being taken as bid security or performance security and it is not possible to furnish the same in the form of e-bank guarantee, physical BG can be accepted.

3. This issues with the approval of Hon'ble Minister (RT&H).

Yours faithfully,



(Sushant Sudan)
Deputy Secretary to the Government of India
Telephone No. 011-23724515

Copy to:

1. Sr. PPS to Secretary (RT&H)
2. AS&FA, MoRTH
3. AS(H&LA)
4. All Joint Secretaries in the MoRTH
5. All ADGs/CEs in the MoRTH
6. Sr. Director (NIC), MoRTH for uploading on the website of the Ministry

Annexure

Modifications in Standard RFP & Agreement of EPC

(A) Amendments in Standard RFP of EPC issued vide MoRTH Letter No. RW/NH-37010/4/2010-EAP (Printing) Vol. - IV dated 05.03.2019				
S.No.	Clause no.	Existing Clause	Amended Clause	
1.	1.2.4	A Bidder is required to submit, along with its BID, a BID Security of Rs.***** ¹ (the "BID Security"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. This Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH/State PWD/NHIDCL/BROs Bank. The Bidders shall also submit Demand Draft for Rs.____ ^{**4} issued from a scheduled Bank in India in favour of ["Pay & Accounts Officer, Ministry of Road Transport & Highways, New Delhi /National Highways Authority of India"] payable at [New Delhi].	A Bidder is required to submit, along with its BID, a BID Security of Rs. ***** ² (the "BID Security"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. BID Security shall be submitted in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee) . The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e - Bank Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH/State PWD/ NHIDCL/BROs Bank. The Bidders shall also make online payment towards Cost of Tender Document of Rs. ****/- (Rupees ***** Only) in Authority's designated bank account and also upload online payment receipt of the same. Details of designated bank account are as under:	
			S. No	Particulars
			.	Details

¹ The Bid Security shall be an amount equivalent to 1% of the Estimated Project Cost. However, the Authority may, in its discretion, prescribe a higher Bid Security not exceeding 2% of the Estimated Project Cost. In case of a project having an Estimated Project Cost of Rs. 2,000 cr. Or above, the Authority may, in its discretion, reduce the Bid Security, but not less than 0.5% of the Indicative Project Cost in any case

² The Bid Security shall be an amount equivalent to 1% of the Estimated Project Cost. However, the Authority may, in its discretion, prescribe a higher Bid Security not exceeding 2% of the Estimated Project Cost. In case of a project having an Estimated Project Cost of Rs. 2,000 cr. Or above, the Authority may, in its discretion, reduce the Bid Security, but not less than 0.5% of the Indicative Project Cost in any case

			1.	Name of Beneficiary	National Highways Authority of India
			2.	Name of Bank	
			3.	Account No.	
			4.	IFSC Code	
2.	2.11.1 (f)	BID Security of Rs. ****(Rs. ****) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well);	BID Security of Rs. ****(Rs. ****) in the form of Insurance Surety Bond (in the format at Appendix - IX issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee (in the format at Appendix-II from a Scheduled Bank)		
3.	2.11.2 (d)	BID Security of Rs. ****(Rs. ****) in the form of Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank;	BID Security of Rs. ****(Rs. ****) in the form of Insurance Surety Bond (in the format at Appendix - IX issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee (in the format at Appendix-II from a Scheduled Bank).		
4.	Below 2.11.2		While submitting Bid Security and Performance Security via Account Payee demand draft or Banker's cheque, it is to be ensured by the bidder that Account Payee demand draft or Banker's cheque are submitted physically latest within 5 working days of the Bid Due Date (upto 11:00 hours) to the following address placed in a sealed envelope and bearing the identification "Name of the Project" [Address: National Highways Authority of India G-5 & 6, Sector-10, Dwarka, New Delhi-110075]. Else the bid submitted will be rejected.		
5.	2.20.1	The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 herein above in the form of a bank guarantee issued by	The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 herein above in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance		

		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-II (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]’ Bank. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.	Regulatory and Development Authority of India in the format at Appendix IX) , Account Payee Demand Draft, Banker’s Cheque or e - 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-II (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. The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e - Bank Guarantee shall be transmitted through SFMS Gateway to [Ministry/NHAI/NHIDCL/ State PWD/BRO]’ Bank. In case the e - Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Account Payee Demand Draft, Banker’s Cheque or e - Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.
6.	2.21.1	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Appendix-VII (the “Performance Security”) for an amount equal to 5% (five percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Appendix - X, Account Payee Demand Draft, Banker’s Cheque or irrevocable and unconditional guarantee e - Bank Guarantee from a Bank in the form set forth in Appendix-VII (the “Performance Security”) for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the

		also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the “Additional Performance Security”) for an amount calculated as under: (i) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder. (ii) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder. (iii) This Additional Performance Security shall be treated as part of the Performance Security.	Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - X), Account Payee Demand Draft, Banker’s Cheque or an irrevocable and unconditional e - Bank Guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the “Additional Performance Security”) for an amount calculated as under (i) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost/Cost put to tender, the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder. (ii) Maximum Limit of additional performance security shall be limited to 3% of the Bid price offered by the selected bidder. (iii) This Additional Performance Security shall be treated as part of the Performance Security.
7.	Appendix IA Point 21	The BID Security in the form of a Bank Guarantee is attached.	The BID Security in the form of Insurance Surety Bond, Account Payee Demand Draft/ Banker’s Cheque / e - Bank Guarantee (Strike out whichever is not applicable) is attached.

Amendments in Standard EPC Agreement issued vide MoRTH Letter No. RW/NH-37010/4/2010-EAP (Printing) Vol. - IV dated 05.03.2019

S.No.	Clause no.	Existing Clause	Amended Clause
1.	Article-7 7.1 PS	7.1 Performance Security (i) (A) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Annex-I of Schedule-G (the "Performance Security") for an amount equal to 5% (five percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Annex-I of Schedule-G towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under: (a) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder. (b) If the Bid Price offered by the Selected Bidder is lower than 20% of the	7.1 Performance Security (i) (A) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the form set forth in Annex III of Schedule -G, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank in the form set forth in Annex-I of Schedule-G (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of Insurance Surety Bond (in the same form given at Annex III of Schedule -G), Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank in the same form given at Annex-I Schedule-G towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under: (a) if the Bid price offered by the selected bidder is lower than 20% of the estimated project cost/cost put to tender, the additional performance security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder. (b) Maximum limit of additional performance security shall be limited to 3% of the Bid price offered by the selected bidder. (c) This Additional Performance Security shall be treated as part of the Performance Security.

		Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder. (c) This Additional Performance Security shall be treated as part of the Performance Security.	
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Modifications in Model RFP & Concession Agreement for HAM

(A) Amendments in Model RFP of HAM version 2015			
Sl. No.	Clause no.	Existing Clause	Amended Clause
1.	1.2.4	A Bidder is required to deposit, along with its Bid, a Bid Security ³ of Rs. *** Crores (Rupees **** only) (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with 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 and that	A Bidder is required to deposit, along with its Bid, a Bid Security ⁴ of Rs. *** Crores (Rupees **** only) (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee) acceptable to the Authority, and in such event, the validity period of the Insurance Surety Bond ,Account Payee Demand Draft, Banker's Cheque e - Bank Guarantee shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with 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 and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The

³ The Bid Security shall generally be 1% of the Estimated Project Cost. However, the Authority may, if deemed necessary, prescribe a higher Bid Security not exceeding 2% of the Estimated Project Cost. In case of a project having an Estimated Project Cost of Rs. 2,000 cr. Or above, the Authority may reduce the Bid Security, but not less than 0.5% in any case

⁴ The Bid Security shall generally be 1% of the Estimated Project Cost. However, the Authority may, if deemed necessary, prescribe a higher Bid Security not exceeding 2% of the Estimated Project Cost. In case of a project having an Estimated Project Cost of Rs. 2,000 cr. Or above, the Authority may reduce the Bid Security, but not less than 0.5% in any case

		the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	Insurance Surety Bond shall be verified from the specific portal created for this purpose. This e-Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH/ State PWD/ NHIDCL/BROs Bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
2.	2.1.6	The Bidder shall deposit a Bid Security of Rs. **** Crores (Rupees **** only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders shall also submit proof of online payment of Rs. **** (Rupees **** only) towards cost of bid document.	The Bidder shall deposit a Bid Security of Rs. **** Crores (Rupees **** only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security as Insurance Surety Bond as per the format at Appendix - VII, Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders shall also make online payment towards cost of bid document of Rs. **** (Rupees **** only) transmitted online to NHAI.
3.	2.1.7	The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not	The validity period of the Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be

		accompanied by the Bid Security. The Bid Security shall be refundable no later than 90(ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.	refundable no later than 90(ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.
4.	2.11.1 (i)	BID Security of Rs. ****(Rs. ****) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank.	BID Security of Rs. ****(Rs. ****) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee (in the format at Appendix-II from a Scheduled Bank)
5.	2.11.2 (e)	Bid Security of Rs. *** (Rupees ****only) in the form of Original Demand Draft or Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank	Bid Security of Rs. *** (Rupees ****only) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee in the format at Appendix-II from a Scheduled Bank
6.	Below 2.11.2		While submitting Bid Security via Account Payee demand draft or Banker's cheque, it is to be ensured by the bidder that Account Payee demand draft or Banker's cheque are submitted physically latest within 5 working days of the Bid Due Date

			(upto 11: 00 hours) to the following address placed in a sealed envelope and bearing the identification "Name of the Project" [Address: National Highways Authority of India G-5 & 6, Sector-10, Dwarka, New Delhi-110075]. Else the bid submitted will be rejected.
7.	2.20.1	The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a bank guarantee issued by nationalised 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-II (the "Bank Guarantee") and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and 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. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined	The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee issued by nationalised 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-II (the "Bank Guarantee") and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and 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. In case the e - Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934

		under Section 2(e) of the Reserve Bank of India Act, 1934	
8.	Annexure IA Pt 23	The Bid Security in the form of a Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached	The Bid Security in the form of a Insurance Surety Bond, Account Payee Demand Draft/ Banker's Cheque / e-Bank Guarantee (strikeout whichever is not applicable) is attached
(B) Amendments in MCA of HAM issued vide MoRTH letter dated 10.11.2020			
Sl.No.	Clause no.	Existing Clause	Amended Clause
1.	Article 9 Clause 9.1.1	Performance Security 9.1.1 The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority no later than 30(thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. ***** crore ⁵ (Rupees ***** crore) in the form set forth in Schedule-F (the "Performance Security"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release	Performance Security 9.1.1 The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority no later than 30(thirty) days from the date of this Agreement, an Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the form set forth in Annexure II of Schedule-F), Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank for a sum equivalent to Rs. ***** crore ⁶ (Rupees ***** crore) in the form set forth in Schedule-F (the "Performance Security"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid

⁵ Calculated @5% (five percent) of the Bid Project Cost

⁶ Calculated @5% (five percent) of the Bid Project Cost

		the Bid Security to the Concessionaire.	Security to the Concessionaire.
2.	Article 9 Clause 9.7	The Concessionaire shall alongwith the Performance Security provide to the Authority an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore) ⁷ in the form set forth in Schedule-F (the “Additional Performance Security”), to be modified, mutatis mutandis, for this purpose as security to the Authority if the Bid Project Cost of the Selected Bidder is lower by more than 10% with respect to the Estimated Project Cost. The requirement of submitting the Additional Performance Security shall be a Condition Precedent. Failure to maintain the Additional Performance Security shall be treated as Concessionaire Default as per Clause 31.1.1.	The Concessionaire shall alongwith the Performance Security provide to the Authority an Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) , Account Payee Demand Draft, Banker’s Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore) ⁸ in the form set forth in Schedule-F (the “Additional Performance Security”), to be modified, mutatis mutandis, for this purpose as security to the Authority if the Bid Project Cost of the Selected Bidder is lower by more than 10% with respect to the Estimated Project Cost. The requirement of submitting the Additional Performance Security shall be a Condition Precedent. Failure to maintain the Additional Performance Security shall be treated as Concessionaire Default as per Clause 31.1.1.
4.	Article 33 Clause 33.2.3	The Concessionaire may, for the performance of its obligations under this Article 33, provide to the Authority a guarantee from a Bank for a sum equivalent to the	The Concessionaire may, for the performance of its obligations under this Article 33, provide to the Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance

⁷Calculated @ 10% of the difference in the Estimated Project Cost and the Bid Project Cost.

⁸Calculated @ 10% of the difference in the Estimated Project Cost and the Bid Project Cost. Provided that, amount of Additional Performance Security shall not exceed the amount of Performance Security.

		amount determined under Clause 33.2.1 or 33.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the “Performance Guarantee”), to be modified, mutatis mutandis, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire’s risk and cost in accordance with the provisions of this Article 33. Upon furnishing of a Performance Guarantee under this Clause 33.2.3, the retention of funds in the Escrow Account in terms of Clause 33.2.1 or 33.2.2, as the case may be, shall be dispensed with.	Regulatory and Development Authority of India), Account Payee Demand Draft, Banker’s Cheque or e - Bank Guarantee from a Bank for a sum equivalent to the amount determined under Clause 33.2.1 or 33.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the “Performance Guarantee”), to be modified, mutatis mutandis, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire’s risk and cost in accordance with the provisions of this Article 33. Upon furnishing of a Performance Guarantee under this Clause 33.2.3, the retention of funds in the Escrow Account in terms of Clause 33.2.1 or 33.2.2, as the case may be, shall be dispensed with.
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**Modifications in Model Combined RFP & Concession Agreement for BOT
(Toll) Projects**

(A) Amendments in Combined Single Stage RFP for BOT (Toll) Projects issued vide MoRTH letter dated 25.08.2020			
Sl. No	Claus e no.	Existing Clause	Amended Clause
1.	1.2.4	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs***** (Rupees *****only) ⁹ (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred and 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 and that the validity of the demand draft	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs***** (Rupees ***** only) ¹⁰ (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of Insurance Surety Bond, Account Payee Demand Draft, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee) acceptable to the Authority, and in such event, the validity period of Insurance Surety Bond ,Account Payee Demand Draft, Banker's Cheque and e - Bank Guarantee shall not be less than 180

⁹ Equivalent to about 1% (one percent) of the Estimated Project Cost.

¹⁰ Equivalent to about 1% (one percent) of the Estimated Project Cost

		shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	(one hundred and 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 and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The Insurance Surety Bond shall be verified from the specific portal created for this purpose This e-Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH/ State PWD/ NHIDCL/BROs Bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
2.	2.1.7	The Bidder shall deposit a Bid Security of Rs. ***** (Rupees **** only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders shall also submit copy of demand draft of Rs.	The Bidder shall deposit a Bid Security of Rs. ***** Crores (Rupees **** only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security as Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or in the form of e - Bank Guarantee acceptable to

		**** (Rupees **** only) towards cost of Bidding Document.	the Authority. The Bidders shall also make online payment towards cost of bid document of Rs. **** (Rupees **** only) transmitted online to NHAI.
3.	2.1.8	The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Concession Agreement.	The validity period of the Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or e - Bank , as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Concession Agreement.
4.	2.11.1 (i)	BID Security of Rs. **** Crores(Rupees**** only) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank	BID Security of Rs. ****(Rs. ****) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at

			Appendix - VII), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee in the format at Appendix-II from a Scheduled Bank
5.	2.11.2 (e)	Bid Security of Rs *** Crores(Rupees ****only) in the form of Original Demand Draft or Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank;	Bid Security of Rs *** (Rupees ****only) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee in the format at Appendix-II from a Scheduled Bank
6.	Below 2.11.2		While submitting Bid Security via Account Payee demand draft or Banker's cheque, it is to be ensured by the bidder that Account Payee demand draft or Banker's cheque are submitted physically latest within 5 working days of the Bid Due Date (upto 11: 00 hours) to the following address placed in a sealed envelope and bearing the identification "Name of the Project" [Address: National Highways Authority of India G-5 & 6, Sector-10, Dwarka, New Delhi-110075]. Else the bid submitted will be rejected.
7.	2.20.1 Bid Security	The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by nationalised bank,	The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of Insurance Surety Bond (issued by

		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-II (the “Bank Guarantee”) and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and 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. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.	Insurance Company authorized by Insurance Regulatory and Development Authority of India) in the format at Appendix-VII, Account Payee Demand Draft, Banker’s Cheque or e - Bank Guarantee issued by nationalised 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-II (the “Bank Guarantee”) and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and 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. In case the e - Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
8.	Appendix IA Pt 23	The Bid Security in the form of a Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached	The Bid Security in the form of Insurance Surety Bond , Account Payee Demand Draft/ Banker’s Cheque / e-Bank Guarantee (strikeout whichever is not applicable) is attached
(B) Amendments in Model Concession Agreement for BOT (Toll) - 4 Lane issued in Aug 2020 & Model Concession Agreement for capacity			

Augmentation issued vide MoRTH OM dated 09.12.2020			
Sl. No.	Clause no.	Existing Clause	Amended Clause
1	Article 9 Clause 9.1	The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 180 (one hundred and eighty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)¹¹ in the form set forth in Schedule-F (the “Performance Security”). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire	The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 180 (one hundred and eighty) days from the date of this Agreement, in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the form set forth in Annexure I of Schedule-F), Account Payee Demand Draft, Banker’s Cheque or irrevocable and unconditional e - Bank Guarantee from a Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)¹² in the form set forth in Schedule-F (the “Performance Security”). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the

¹¹ Performance Security shall be fixed at the higher of 5% (five per cent) of the amount specified in the definition of Total Project Cost and the anticipated toll revenues for 12 (twelve) months.

¹² Performance Security shall be fixed at the higher of 5% (five per cent) of the amount specified in the definition of Total Project Cost and the anticipated toll revenues for 12 (twelve) months

			Authority shall release the Bid Security to the Concessionaire
2 .	39.2. 3	The Concessionaire may, for the performance of its obligations under this Article 39, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 39.2.1 or 39.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the “Performance Guarantee”), to be modified, <i>mutatis mutandis</i>, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire’s risk and cost in accordance with the provisions of this Article 39. Upon furnishing of a Performance Guarantee under this Clause 39.2.3, the retention of funds in the Escrow Account in terms of Clause 39.2.1 or 39.2.2, as the case may be, shall be dispensed with.	The Concessionaire may, for the performance of its obligations under this Article 39, provide to the Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the form set forth in Annexure I of Schedule-F), Account Payee Demand Draft, Banker’s Cheque or e - Bank Guarantee from a Bank for a sum equivalent to the amount determined under Clause 39.2.1 or 39.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the “Performance Guarantee”), to be modified, <i>mutatis mutandis</i>, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire’s risk and cost in accordance with the provisions of this Article 39. Upon furnishing of a Performance Guarantee under this Clause 39.2.3, the retention of funds in the

			Escrow Account in terms of Clause 39.2.1 or 39.2.2, as the case may be, shall be dispensed with
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APPENDIX - IX
Surety Bond format as Bid Security
(Refer Clauses 2.20)

1. In consideration of you,, *having its office at*,
(.....,
2. 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 (a Company registered under Companies Act.1956/2013) 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 *National Highway* (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 Surety Insurer*) having our registered office at and one of its branches at (hereinafter referred to as the "*Surety Insurer*"), at the request of the Bidder, do hereby in terms of 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.
3. 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 Surety Insurer*.
4. 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* *only)*
5. This *Surety Bond* 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 *Surety Insurer*, and shall continue to be enforceable till all amounts under this *Surety Bond* have been paid.

6. 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.
7. 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.
8. 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 Bills 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 *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.
9. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given 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.
10. 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 which shall be deemed to have been duly authorised to receive the said notice of claim.

11. 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.
12. 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.
13. 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*.
14. 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)].
15. This *Surety Bond* shall also be operatable at our Branch 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 thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
16. The *Insurance Surety Bond* shall be verified from the specific portal created for this purpose

Signed and Delivered by _____ Surety Insurer

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

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

3645/2020/Highways Section

No. NH-35014/35/2020-H

Government of India

Ministry of Road Transport & Highways

(Highway Division)

Transport Bhawan, 1, Parliament Street, New Delhi - 110001

Date: ~~October~~, 2020

02 Nov,

To

1. The Chairman, National Highways Authority of India, G-5 7 6, Sector-10, Dwarka, New Delhi-110075
2. Director General (RD) & Special Secretary, Ministry of Road Transport & Highways
3. The Managing Director, NHIDCL, PTI Building, New Delhi-110001
4. Principal Secretaries/Secretaries of all States/UTs Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
5. All Engineers-in-Chief and Chief Engineers of Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
6. The Director General Border Roads, Seema Sadak Bhawan, Ring Road, New Delhi-110010
7. All CE-ROs, ROs and ELOs of the Ministry of Road Transport & Highways

Subject: Changes in Bidder Eligibility Criteria for EPC Projects - reg.

Sir,

A Committee was constituted under the chairmanship of Additional Secretary & Financial Adviser, MoRTH, vide Order No. CD-14040/15/2020-Coord./185715 dated 22.6.2020, to review the RFP documents of EPC, BOT, HAM & ToT Projects to check whether the eligibility conditions of these documents result in unreasonable exclusion of the domestic contractors/ concessionaires in the bidding process in light of the Department for Promotion of Industry & Internal Trade (DPIIT) Make in India (Preference to Make in India) Order dated 04.06.2020.

2. On the basis of the recommendations/report of the Committee, the changes in the bidder eligibility criteria for EPC Projects have been considered and approved by the competent authority, as per the statement attached (Annexure).

3. Relevant provisions of the standard RFP of EPC Projects stand modified to this effect. All the executing agencies of MoRTH are directed to implement the aforesaid changes with immediate effect.

Yours faithfully,

Encl: As above



(Ramandeep Chowdhary)

Deputy Secretary to the Govt. of India

Copy to:

1. Sr. PPS to Secretary (RT&H)
2. AS&FA, MoRTH
3. All Joint Secretaries in the MoRTH
4. All ADGs/CEs in the MoRTH
5. Director (NIC), MoRTH for uploading on the website

MODIFICATION IN THE CLAUSES OF RFP OF EPC PROJECTS

Sl. No.	Clause No.	Existing Provision	Modified Provision												
Threshold Technical Capacity															
1.	2.2.2.2 (i) of RFP	For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past [5 (five)] financial years preceding the Bid Due Date, have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum total thereof, as further adjusted in accordance with clause 2.2.2.5 (i) & (ii), is more than [Rs.***crore (Rs. ****)] (the "Threshold Technical Capacity") ¹ .	For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past (five)] ¹ financial years preceding the Bid Due Date, ha received payments for construction of Eligible Project(s) has undertaken construction works by itself in a p project, such that the sum total thereof, as further adjust in accordance with clause 2.2.2.5 (i) & (ii), is more th [Rs.***crore (Rs. ****)] (the "Threshold Technical Capacity") ² .												
1. This amount should be as follows:															
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3	Estimated Project Cost> 2 times of EPC 500 Crore of normal highway project	2 times of EPC													
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(A) For Normal highway project:															
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3	Estimated Project Cost> 500 Crore	1.0 time of EPC													

Sl. No.	Clause No.	Existing Provision	Modified Provision
Threshold Technical Capacity			
	4	Estimated Project Cost $\leq$ As in the case of 1000 Crore of Stand-alone normal highway specialized projects	(B) For Stand-alone specialized projects:
	5	Estimated Project Cost $>$ Greater than or 1000 Crore of Stand-alone equal to Rs.2000 specialized projects Crores	
			Sl. No
			Estimated Project Cost (EPC) of the Project being invited
			Threshold Technical Capacity
	1	Estimated Project Cost $\leq$ 100 Crore	0.75 time of EPC
	2	Estimated Project Cost $>$ 100 Crore $\& \leq$ 500 Crore	1.0 time of EPC
	3	Estimated Project Cost $>$ 500 Crore $\& \leq$ 1000 Crore	1.0 time of EPC
	4	Estimated Project Cost $>$ 1000 Crore	1.0 time of th estimate Project cost or Rs. 100 crore, whichever is less
	5	Estimated Project Cost $>$ 1000 Crore of Stand-alone specialized projects	1.0 time of th estimate Project cost or Rs. 100 crore, whichever is less



Sl. No.	Clause No.	Existing Provision	Modified Provision
Threshold Technical Capacity			
2.	2.2.2.2 (ii) of RFP	For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels): Provided that at least one similar work of 25% of Estimated Project Cost [Rs. ***crore (Rs.***)] shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the estimated project cost. If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridge/ROBs/Flyovers/Tunnel in the last 5 (Five) financial years preceding the Bid Due Date i.e. shall have completed atleast one similar Major Bridge/ROB/Flyover having span equal to or greater than 50% of the longest span of the structure proposed in this project and in case of tunnel, if any, shall have completed construction of atleast one tunnel consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast 50% of the cross-sectional area and 25% length of the tunnel to be constructed in this project.	For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels): Provided that at least one similar work of 20% of Estimated Project Cost [Rs. ***crore (Rs.***)] shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost. If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridge/ROBs/Flyovers/Tunnel in the last 10 (Ten) financial years preceding the Bid Due Date i.e. shall have completed atleast one similar Major Bridge/ROB/Flyover having span equal to or greater than: (a) In case, longest span of Bridge/ROB/flyover is less than or equal to 60m, no additional qualification is required. (b) when longest span is more than 60 m : 50% of the longest span or 100 m, whichever is less, of the structure proposed in this project and in case of tunnel, if any, shall have completed construction of atleast one tunnel consisting of single twin tubes (including tunnel(s) for roads/Railway/Met



Sl. No.	Clause No.	Existing Provision	Modified Provision
		Threshold Technical Capacity	
3.	2.2.2.2 (iii) of (a) (a1) of RFP	For Stand-alone specialized projects: (a) Major Bridges/ROB/Flyovers projects: (a1) In case the cost of specialized project is less than or equal to Rs. 1,000 Cr: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one similar Major Bridge/ROB/Flyover project in the last 5 (Five) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span of the structure proposed in this project and also the cost of such similar project shall be atleast 25% of the Estimated Project Cost. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the Estimated Project Cost.	rail/irrigation/hydro-electric projects etc.) having atleast (a) In case Tunnel is a part of project having length less than or equal to 200 m, then no additional qualification required. (b) when length of tunnel more than 200 m : 50% of the cross sectional area of proposed tunnel or two lane highway tunnel cross-sectional area, whichever is less and 20% length of the tunnel to be constructed in the project or 2 km, whichever is less. For Stand-alone specialized projects: (a) Major Bridges/ROB/Flyovers projects: (a1) In case the cost of specialized project is less than or equal to Rs. 1,000 Cr: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one similar Major Bridge/ROB/Flyover project in the last 10 (Ten) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span or 100 m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost.

Sl. No.	Clause No.	Existing Provision	Modified Provision
Threshold Technical Capacity			
4.	2.2.2.2 (iii) (a) (a2) of RFP	For Stand-alone specialized projects: (a) Major Bridges/ROB/Flyovers projects: (a2) In case the cost of specialized project is more than Rs. 1,000 Cr: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one similar Major Bridge/ ROB/ Flyover project in the last 07 (seven) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span of the structure proposed in this project or 100m, whichever is less, and also the cost of such similar project shall be atleast 25% of the Estimated Project Cost or Rs. 1000Cr. whichever is less. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the Estimated Project Cost or Rs. 1000 Cr., whichever is less.	For Stand-alone specialized projects: (a) Major Bridges/ROB/Flyovers projects: (a2) In case the cost of specialized project is more than Rs. 1,000 Cr: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one similar Major Bridge/ ROB/ Flyover project in the last 10 (ten) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span of the structure proposed in this project or 100m, whichever is less, and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost or Rs. 1000Cr. whichever is less. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost or Rs. 1000 Cr., whichever is less
5.	2.2.2.2 (iii) (b) of RFP	For Stand-alone specialized projects: (b) Tunnel project: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one tunnel project in the last 5 (Five) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/ irrigation/ hydro-electric projects etc.) having atleast 50% of the cross-sectional	For Stand-alone specialized projects: (b) Tunnel project: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one tunnel project in the last (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast 50% of the cross-sectional area of t

Sl. No.	Clause No.	Existing Provision	Modified Provision
Threshold Technical Capacity			
		area and 25% length of the tunnel to be constructed in this project and the cost of such project shall be atleast 25% of the Estimated Project Cost. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the Estimated Project Cost.	tunnel to be constructed or cross sectional area of 2 la highway tunnel, whichever is less, and 20% length of t tunnel to be constructed in this project or 2 ki whichever is less and the cost of such project shall atleast 20% of the Estimated Project Cost or Rs. 1000 C whichever is less. For this purpose, a project shall considered to be completed, if more than 90% of the val of work has been completed and such completed value work is equal to or more than 20% of the Estimated Proje Cost or Rs. 1000 Cr., whichever is less.
Threshold Financial Capacity			
6.	2.2.2.3 (ii) of RFP	The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of [Rs. ***crore (Rs. ***)] ¹ for the last 5 (five) financial years. ¹ This amount should be 20% (twenty percent) of the Estimated Project Cost of the Project for which bids are being invited.	The Bidder shall have a minimum Average Annual Turnov (updated to the price level of the year based on factr indicated in table below) of [Rs. ***crore (Rs. ***)] ¹ for t last 5 (five) financial years. ¹ This amount should be 15% (fifteen percent) of t Estimated Project Cost of the Project for which bids a being invited.
Threshold Technical Capacity			
7.	2.2.2.4(iii) of RFP (11)	For requirement of 2.2.2.2 (ii), one similar work of 25% of Estimated Project Cost should have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5 individually by any of the JV members as a single work.	For requirement of 2.2.2.2 (ii), one similar work of 20% Estimated Project Cost should have been completed fr the Eligible Projects in Category 1 and/or Category specified in Clause 2.2.2.5 individually by any of the members as a single work.



Sl. No.	Clause No.	Existing Provision	Modified Provision																																								
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8.	2.2.2.5 (i) of RFP	Subject to the provisions of Clause 2.2.2 the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 2.2.2.6 (i) & (ii) (the "Eligible Projects"). In case the Bidder has experience across different categories, the experience for each category would be computed as per weight of following factors to arrive at its aggregated Eligible Experience: <table border="1"> <thead> <tr> <th>Category</th><th>Project experience Projects</th><th>Construction on Eligible</th><th>Factors</th></tr> </thead> <tbody> <tr> <td>1</td><td>Project in highways sector that qualify under Clause 2.2.2.6 (i)</td><td>1</td><td>1</td></tr> <tr> <td>2</td><td>Project in core sector that qualify under Clause 2.2.2.6 (i)</td><td>0.70</td><td>0.70</td></tr> <tr> <td>3</td><td>Construction in highways sector that qualify under Clause 2.2.2.6 (ii)</td><td>1</td><td>1</td></tr> <tr> <td>4</td><td>Construction in core sector that qualify under Clause 2.2.2.6 (ii)</td><td>0.70</td><td>0.70</td></tr> </tbody> </table>	Category	Project experience Projects	Construction on Eligible	Factors	1	Project in highways sector that qualify under Clause 2.2.2.6 (i)	1	1	2	Project in core sector that qualify under Clause 2.2.2.6 (i)	0.70	0.70	3	Construction in highways sector that qualify under Clause 2.2.2.6 (ii)	1	1	4	Construction in core sector that qualify under Clause 2.2.2.6 (ii)	0.70	0.70	Subject to the provisions of Clause 2.2.2 the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 2.2.2.6 (i) & (ii) (the "Eligible Projects"). In case the Bidder has experience across different categories, the experience for each category would be computed as per weight of following factors to arrive at its aggregated Eligible Experience: <table border="1"> <thead> <tr> <th>Category</th><th>Project experience Projects</th><th>Construction on Eligible</th><th>Factors</th></tr> </thead> <tbody> <tr> <td>1</td><td>Project in highways sector that qualify under Clause 2.2.2.6 (i)</td><td>1</td><td>1</td></tr> <tr> <td>2</td><td>Project in core sector that qualify under Clause 2.2.2.6 (i)</td><td>0.75</td><td>0.75</td></tr> <tr> <td>3</td><td>Construction in highways sector that qualify under Clause 2.2.2.6 (ii)</td><td>1</td><td>1</td></tr> <tr> <td>4</td><td>Construction in core sector that qualify under Clause 2.2.2.6 (ii)</td><td>0.75</td><td>0.75</td></tr> </tbody> </table>	Category	Project experience Projects	Construction on Eligible	Factors	1	Project in highways sector that qualify under Clause 2.2.2.6 (i)	1	1	2	Project in core sector that qualify under Clause 2.2.2.6 (i)	0.75	0.75	3	Construction in highways sector that qualify under Clause 2.2.2.6 (ii)	1	1	4	Construction in core sector that qualify under Clause 2.2.2.6 (ii)	0.75	0.75
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9.	2.2.2.5 (iii) (b) of RFP	(b) core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.), airports, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage	(b) core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.), airports, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage																																								

Sl. No.	Clause No.	Existing Provision	Modified Provision
Threshold Technical Capacity			
		and real estate development.	irrigation, water supply, stadium, hospitals, hotels, smart city, warehouses/Silos, oil and gas and real estate development.
10.	2.2.2.5 (iii) (b) (ii) of RFP	Maintenance works are not considered as eligible project for evaluation as per Instruction No.6 to Annex-IV. As such works with nomenclature like PR, OR, FDR, SR, site/micro grading, surface renewal, resurfacing work, Tarring, B.T. surface work, temporary restoration, urgent works, periodic maintenance, repair & rehabilitation, one time maintenance, permanent protection work of bank, external pre stressing, repair of central hinge, short term OMT contract of NHAI, any type of work related to border fencing, work of earthwork alone, construction of buildings/ hostels/hospitals, etc, or not specified, shall not be considered. However, such maintenance works shall be considered as eligible projects in case of Maintenance works to be taken up on EPC mode.	Maintenance works are not considered as eligible project for evaluation as per Instruction No.6 to Annex-IV. As such works with nomenclature like PR, OR, FDR, SR, site/micro grading, surface renewal, resurfacing work, Tarring, B.T. surface work, temporary restoration, urgent works, periodic maintenance, repair & rehabilitation, one time maintenance, permanent protection work of bank, external pre stressing, repair of central hinge, short term OMT contract of NHAI, any type of work related to border fencing, work of earthwork alone, construction of buildings/ hostels, etc, or not specified, shall not be considered. However, such maintenance works shall be considered as eligible projects in case of Maintenance works to be taken up on EPC mode.
11.	2.2.2.6 (i) (c) of RFP	the capital cost of the project should be more than 10% of the amount specified as the Estimated Project Cost; and	the capital cost of the project should be more than 5% of the amount specified as the Estimated Project Cost; and
12.	2.2.2.6 (ii) of RFP	For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received/ work executed, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However,	For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction work executed, fully or partially, or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received/ work executed, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However,

Sl. No.	Clause No.	Existing Provision	Modified Provision
Threshold Technical Capacity		receipts of or work executed amount less than [Rs. ** crore (Rs.*** crore)]¹ shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land and also cost towards pre-construction activities (like shifting of utilities etc.) shall not be included hereunder. ¹ This amount should not be less than 10% of the Estimated Project Cost	work executed amount less than [Rs. ** crore (Rs.*** crore)]¹ shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land and also cost towards pre-construction activities (like shifting of utilities etc.) shall not be included hereunder. ¹ This amount should not be less than 5% of the Estimated Project Cost



No.RW/NH-37010/4/2010-EAP(Printing) vol.-IV
Government of India
Ministry of Road Transport & Highways
(EAP Section)
Transport Bhawan, 1, Parliament Street, New Delhi - 110001

Dated: 07th October, 2019

To,

1. The Principal Secretaries/Secretaries of all States/UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
2. The Engineers-in-Chief and Chief Engineers of all States/UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
3. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-1t), Dwarka, New Delhi-110 075.
4. The Managing Director, National Highway Infrastructure Development Corporation Ltd., 3rd floor, PTI Building, Parliament Street, New Delhi- 110 001

Sub: Standard Request for Proposal (RFP) for National Highways and centrally sponsored road works proposed to be implemented on EPC Mode of Contract- *Amendments-I to RFP regarding.*

Ref: Ministry's letter no. RW/NH-37010/4/2010/PIC-EAP (Printing) dated 05.03.2019.

Sir,

This is in continuation to Ministry's circular referred above.

- 1.1 As per the provision of existing Standard RFP issued vide Ministry's circular dated 05.03.2019, the Technical and Financial bids shall be submitted on CPPP e-procurement portal. Earlier, Ministry's circular of even number dated 28.11.2018, the Technical Bids were proposed to be uploaded on BIMS portal and Financial bids on CPPP portal. However, due to some technical reasons, the uploading of Technical bids on the BIMS portal was suspended till further orders. Now, the requisite updation of BIMS portal has been made by NIC to capture the requisite data of bidders and evaluation of the bids automatically as per the standard RFP requirements.



- 1.2 From the past experience and to avoid any legal complications at a later date, it has been decided that the bids should be invited using BIMS portal as well as the existing system i.e. e-procurement procedure of CPPP portal. However, the evaluation of the bids will be carried out by using both mechanism i.e. (i) as per the existing mechanism and (ii) using BIMS portal. The final decision of the evaluation has to be taken based on the report finalized as per the existing mechanism of e-procurement and the evaluation carried out using BIMS portal will be considered only for comparison and validation purposes for further improvement of BIMS. The uploading of bids on the BIMS portal shall commence with immediate effect and this arrangement of evaluation of bids as per the existing mechanism and using BIMS portal only for comparison purpose shall be valid upto 31st December, 2019. From 1st January, 2020, all Technical bids shall be submitted and their evaluation shall be carried out through BIMS portal only.
2. Bid Security - As per clause 2.20 of RFP, the bidder has to furnish a Bank Guarantee against the Bid Security as per the provision of clause 1.2.4 of the Standard RFP. In this context, Ministry of Commerce and Industry vide their order no. P-25020/13/2019-EODB dated 11.09.2019 advised the following for rationalisation of system of Earnest Money Deposits:
- "Rule 170 (iii) of GFR 2017: In place of Bid Security, the Ministries/Departments may require bidders to sign a Bid securing declaration accepting that if they withdraw or modify their bids during the period of validity or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline define in the request for bids documents, they will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the bids".*

In view of the above, following clauses of RFP are hereby amended:

- (i) Clause 1.2.4 shall be read as:
- "A Bidder is required to submit, along with its BID, a BID Securing Declaration⁵. The Bidders shall also submit Demand Draft for Rs.—**⁶ issued from a scheduled Bank in India in favour of ["Pay & Accounts Officer, Ministry of Road Transport & Highways, New Delhi /National Highways Authority of India"] payable at [New Delhi]."



Footnote 5 shall be read as:

"⁵The Bid Securing Declaration shall be submitted as per Clause 2.20 of this RFP."

(ii) Clause 2.20 shall be read as:

"The bidder has to sign a Bid securing declaration accepting that if the bidder withdraw or modify its bid during the period of validity i.e. not less than 180 (one hundred eighty) days 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 for bid documents, the bidder will be suspended for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL and works under other Centrally Sponsored Schemes, 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)".

3. Appendix-1B - It has been observed that some bidders are uploading the financial bids on CPP portal in the format of Appendix-1B as scanned documents as well as filling the data separately in the prescribed format made for submission of financial bids on CPP portal. Sometimes, there is a mismatch in the financial figures in both the formats submitted by the bidder which may create legal complications at a later date and invite arbitration/court cases. In order to avoid such type of complications, it has been decided that Appendix-1B as part of RFP shall be treated for reference only and not to be filled by the bidder. The financial bid shall be evaluated considering financial figures filled-in in the prescribed format only available on CPP portal.

4. Format of Letter of Acceptance (LOA) Appendix-VIII - In addition to the existing format for issue of LOA as per Appendix-VIII, the following shall be added at the bottom left corner of the format:

"Accepted by

(Name of the Authorized person)

(Name of the sole bidder/lead partner of JV)

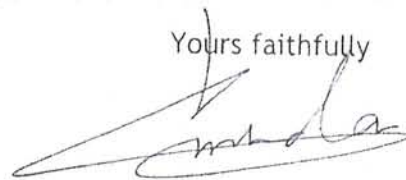
Seal of the bidder"



- 4 —
5. Contents of this circular may be brought to the notice of all the concerned for immediate compliance.
 6. This circular shall be effective from the date of its issue.
 7. This issues with approval of Competent Authority.

Encl: As above

Yours faithfully



(Khushal Chand)
Chief Engineer (EAP)

Copy to:

1. All Technical Officers at the Headquarters
2. Secretary General, Indian Roads Congress
3. Director, IAHE, NOIDA
4. All ROs and ELOs of MoRT&H.

Copy for information to:

1. PPS to Secretary (RT&H), PPS to DG(RD) & SS, PS to AS&FA, PS to AS/JS(EAP), PS to ADG I/II.
2. NIC- with the request to upload in the Ministry's portal

— 5 —

APPENDIX - II
Bid Securing Declaration
(Refer Clauses 2.20)

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, *[Name of the bidder]*, either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, *[Name of the bidder]*, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in clause 7 of the Request for Proposal (RFP), then *[Name of the bidder]* will be suspended for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work.

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



RW/NH-37010/4/2010-EAP(Printing) Vol. IV
Government of India
Ministry of Road Transport & Highways (EAP
Section)

Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 30/04/2020

To

1. The Chairman, National Highways Authority of India, G-5&6, Sector-10, Dwarka, New Delhi-110075
2. The Managing Director, National Highways Infrastructure Development Corporation Ltd., 3rd Floor, PTI Building, Parliament Street, New Delhi-110001
3. The Principal Secretaries/Secretaries of all states/UTs, Public Works Department dealing with National Highways, other sponsored schemes & State Schemes
4. The Engineer-in-Chief/Chief Engineers of all states/UTs, Public Works Department dealing with National Highways, other sponsored schemes & State Schemes

Subject: Standard Request for Proposal(RFP) for National Highways and centrally sponsored road works proposed to be implemented on EPC mode- Amendment No. 2 to RFP- regarding.

Ref:(i) Ministry's Letter No. RW/NH-37010/4/2010/PIC-EAP(Printing) dated 05.03.2019.

(ii) Ministry's Letter No. RW/NH-37010/4/2010-EAP(Printing) Vol.IV dated 07.10.2019

Sir,

This is in continuation to Ministry's circulars referred above.

2 It is mentioned that due to COVID-19, there is lockdown status in most of States/UTs. It has been observed that bidders are not able to produce or submit the various original documents referred at various clauses in the RFP like Copy of online receipt/ original Demand Draft towards payment of cost of Bid document, Original Power of Attorney for signing the BID as per format at Appendix-III, Original Joint Bidding Agreement as well as Power of Attorney (POA) on behalf of Joint Venture, Integrity Pact and an undertaking from the person having POA that they agree and abide by the Bid documents uploaded by Authority and amendments uploaded, if any on due date of submission of bids.

3. Keeping in view the above circumstances and to ease the tendering process, it has been decided that the bidder shall submit the scanned copy of the

-2-

original documents as stated in para 2 above alongwith the bid on or before due date of submission. Evaluation of bids can be carried out with the available scanned copy of Original documents as per RFP requirement. However, the successful bidder has to submit the original documents physically with the concerned authority before issue of LOA.

4. **Evaluation of Bids:** The Evaluation /Screening Committee as per existing guidelines shall evaluate bids using VC. Minutes of Meeting of the committee may be finalized through e-mail and e-office. The Final Minutes of Meeting shall be signed by the chairman of the Committee and need not be signed by all other members. The other members shall sign the Minutes of Meeting and send scanned copy of the same to the Chairman of Committee for record and reference.

5 It shall be ensured that the due date of submission of bid should be atleast seven days from the date of issue of corrigendum in regards to the above amendments, if required the due date of submission of the bid shall be extended accordingly.

6 The above mentioned mechanism will be applicable till further orders.

7 Contents of this circular may be brought out to the notice of all the concerned for immediate compliance.

8 This circular will effective from the date of its issue.

9 This issues with the approval of the Competent Authority.

Yours Sincerely



(Khushal Chand)
Chief Engineer (EAP)

Copy to:

1. All Technical Officers, MORT&H at Headquarters
2. The Secretary General, Indian Roads congress
3. The Director, IAHE, Noida
4. All CE-ROs/ROs/ELOs, MORT&H

Copy for information to :

1. PPS to Secretary(RT&H), PPS to DG(RD)&SS, PPS to Special Secretary, PS to ADG, PS to AS&FA
2. NIC- with the request to upload on Ministry's web portal



RW/NH-33044/29/2015-S&R(R)pt.
GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS
Transport Bhavan, No.1, Parliament Street, New Delhi-110001.

Dated: 11th February, 2021

To

1. The Chief Secretaries of all the State Governments/ UTs
2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department dealing with National Highways, other centrally sponsored schemes.
3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing with National Highways, other centrally sponsored schemes.
4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.
5. The Chairman, National Highway Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110075
6. The Managing Director, NHIDCL, PTI Building, New Delhi-110001
7. All CE-ROs, ROs and ELOs of the Ministry

Sub: - Utility Shifting Works for development of National Highways - Standard Operating Procedures (SOP).

Sir,

It has been observed that delays in shifting of utilities is one of the major reasons affecting timely completion of the project. Sometimes, various utilities are not properly accounted/estimated in the DPR which adversely affects execution of the projects.

2. Matter has been considered in detail and following guidelines are issued which shall be strictly followed by the consultants/executing agencies for timely completion of the project: -

2.1 Utilities (both overground and underground) that are required to be shifted for a National Highway project shall be clearly assessed by the DPR consultant during project preparation stage. The scope of work and estimated cost of shifting of utilities (excluding the supervision charges and without credit of dismantled scrape material) shall be included in the bids under civil construction cost as per the detailed estimates duly reviewed/verified by the DPR Consultants and sanctioned by the utility agencies at the appropriate level. Executing Agencies of the Ministry would ensure that the DPR consultants have checked/verified the estimates before sanction by utility owning agencies broadly on following points:

(i) Utility shifting plans would show the existing utilities to be shifted and proposed utilities with offsets, development plan of project highway duly dimensioned and proposed Right Of Way.

(ii) There should be no variation in the quantum of existing utilities to be shifted and new facilities to be provided except where the variation is technically explained and

justified and accepted by Executing Agencies. A comparative statement of existing utilities and proposed provision should be prepared and included in the estimates.

(iii) There should not be any upgradation/augmentation of facilities except where the corresponding technologies/codal provisions are obsolete. In case, upgradation/augmentation insisted upon by utility owning agencies, then the difference in the cost of such upgradation/augmentation shall be borne by the utility owning agencies.

(iv) Reference/code no. of SOR items shall invariably be given in the estimates and no percentages/contingency and shall be allowed on percentage basis unless the same are provisioned in the applicable SOR having reference/code no.

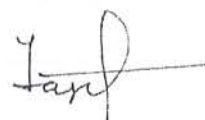
(v) Market rate of non-scheduled items shall be supported with variable documentary evidence verified by concerned Executing Agency.

(vi) Credit of dismantled material shall be given on realistic basis with detailed calculation/quantities and rates instead of lumpsum/percentage basis.

2.2 In view of the fact that the credit of dismantled material is already accounted for in the cost estimates, the dismantled material/scrap of existing utility to be shifted/dismantled shall belong to the contractor/concessionaire who would be free to dispose of the dismantled material as deemed fit.

2.3 The following provisions of EPC contract agreement shall be amended as under:

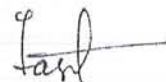
S.No.	Mode	Clause No.	Existing Clause	Amended Clause
1.	EPC	9.2	<u>Shifting of Obstructing Utilities</u> The Contractor shall, in accordance with Applicable Laws and with the assistance of the Authority, undertake the work of shifting of any utility (including electric lines, water pipes, gas pipelines and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Highway in accordance with this Agreement. <u>The cost of such</u>	<u>Shifting of Obstructing Utilities</u> The contractor shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility (including electric lines, water pipes and telephone cables), to an appropriate location or alignment, if such utility or obstruction adversely affected the execution of works or maintenance of the project Highway in accordance with this Agreement, as per the scope given in Schedule B and in accordance with applicable standards and specifications of concerned utility owning entity. The cost of shifting of such utilities indicated in Schedule B is payable to the Contractor as per Schedule H. Cost of shifting utilities not included in the Schedule B, if any, shall be treated as Change of Scope. The Authority will provide assistance to the Contractor for obtaining



			shifting, as per estimate prepared by the entity owning the utility and approved by the authority shall be reimbursed by the authority to the contractor. The scope of work such shifting of utility shall be indicated in Schedule B-1. In the event of any delay in such shifting on the part of the contractor, no extension of time for completion of the project and no claims in any manner shall be admissible on this account against the authority. The work of shifting of utilities can be taken up by the contractor any time after signing of the agreement.	the estimates for shifting of such utilities from the entity owning such electric lines, water pipes or telephone cables, as the case may be. The Contractor shall execute such utility shifting works under the supervision of utility owning agency and Authority Engineer (AE) in accordance with the provision of agreement. The supervision charges only shall be paid by the Authority to the Utility Owning Entity. In the event of any delay in shifting thereof, the Contractor shall be responsible for failure to perform any of its obligations here under if such failure is not as a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be. The dismantled material/scrap of existing Utility to be shifted dismantled shall belong to the Contractor who would be free to dispose-off the dismantled materials as deemed fit by them. The work of shifting of utilities can be taken up by the Contractor any time after signing of the Agreement.
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2.4 The following provision of HAM concession agreement shall be amended as under:

S.No.	Mode	Clause No.	Existing Clause	Amended Clause
1	HAM	11.2	11.2.1 The Concessionaire shall subject to applicable laws and with assistance of the authority, undertake shifting of any utility including electric lines, water pipe and telephone	11.2.1 The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility (including electric lines, water pipes and telephone cables), to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of works or maintenance of the Projects



			cables to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the project. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be	Highway in accordance with this Agreement, as per the scope given in Schedule B and in accordance with applicable standards and specifications of concerned utility owing entity. <u>The cost of shifting of such utilities indicated in Schedule B is payable to the Concessionaire as part of Bid Project Cost.</u> Cost of shifting utilities not included in the Schedule B, if any, shall be treated as Change of Scope. The Authority will provide assistance to the Concessionaire for obtaining the estimates for shifting of such utilities from the entity owing such electric lines, water pipes or telephone cables, as the case may be. The Concessionaire shall execute such utility shifting works under the supervision of utility owning agency and Independent Engineer (IE) in accordance with the provision of Agreement. The supervision charges only shall be paid by the Authority to the Utility Owning Entity. In the event of any delay in shifting thereof, the Concessionaire shall be responsible for failure to perform any of its obligations hereunder if such failure is not as a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be. The dismantled materials/scrap of existing Utility to be shifted/dismantled shall belong to the Concessionaire who would be free to dispose-off the dismantled materials as deemed fit by them. The work of shifting of utilities can be taken up by the Concessionaire any time after signing of the Agreement. 11.2.2 In case Appointed Date is not achieved and the Concession Agreement is
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[Handwritten Signature]

				terminated prior to achievement of Appointed Date, the Concessionaire shall be reimbursed the cost of utility shifting carried out during Development Period by the Authority after due certification by the Authorized Representative of the Authority. For the purpose of such reimbursement, the rates in the approved estimates by the concerned utility department shall be paid as per actual work carried out at site. For the avoidance of doubt, the Concessionaire would be reimbursed the cost of utility shifting only in case of termination prior to Appointed Date and only if it carries out the utility shifting as envisaged in Clause 11.2.1
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2.5 The details of existing utilities shall be added in Annexure-I of the Schedule A as given in Sheet-I for both EPC contract agreement & HAM concession agreement.

2.6 Scope of work of proposed utilities shall be added in Annexure-I to Schedule B1 as per utility shifting plans and drawing incorporating the details, such as the length and category of the lines, types of circuits, type and number of poles, size and type of the conductor/cable, the number and type of crossings and the capacity and the number of transformer etc. Annexure-I to Schedule-B1 shall be as given in Sheet-II for both EPC contract agreement & HAM concession agreement.

2.7 For EPC contracts, proportion of contract price corresponding to the utility shifting work (excluding the supervision charges) shall be added under clause 1.2 of Schedule-H as given in Sheet-III. For EPC contracts, the procedure of estimating the value of utility shifting work to be done shall be added under Clause 1.3 of Schedule-H as given in Sheet-IV.

2.8 For Hybrid Annuity Projects, proportion of contract price (excluding the supervision charges) for different stages of utility shifting works shall be added under Clause 1.2 of Annexure-I of Schedule-G enclosed as given in Sheet-V.

2.9 Following shall be added in Schedule D of for both EPC contract agreement & HAM concession agreement: -

"As regards, the work of utility shifting, the relevant specification, relevant rules, regulations and acts of Utility Owning Department/Agencies shall be applicable."

2.10 The clauses 19.1 (ii) of EPC contract agreement shall be added as under:

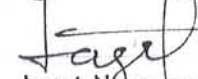
Sanj

"The Contract Price also includes the cost of shifting of obstructing Utilities (including all centages as applicable by the utility owning department except supervision charges) as given in clause 9.2 and Schedule B."

3. This issue with the approval of competent Authority.

Encl: as above

Yours faithfully,


Jagat Narayan

Superintending Engineer (S&R) (R)
For Director General (Road Development) & SS

Copy to:

1. All CEs in the Ministry of Road Transport & Highways
2. The Secretary General, Indian Roads Congress
3. Technical circular file of S&R (R) Section
4. NIC-for uploading on Ministry's website under "What's new"

Copy for kind information to:

1. Sr. PPS to Secretary (RT&H)
2. PPS to DG (RD) & SS
3. PS to all ADGs
4. PS to all JSs

Sheet-I (Annexure-I to Schedule-A)

(i) Electrical utilities

The site includes the following electrical utilities: -

(a) Extra High-Tension Lines (EHT Lines) *

S. No	Chainage		Length(in Km)				Crossings			
	From	To	400KV	220KV	110KV	66KV	400KV	220KV	110KV	66KV

(b) High Tension/Low Tension Lines (HT/LT Lines) *

S. No	Chainage		Length(in Km)			Crossings			Transformers	
	From	To	33KV	11KV	LT	33KV	11KV	LT	No	Capacity

(ii) Public Health utilities (Water/Sewage Pipe Lines) *

The site includes the following Public Health utilities: -

S. No	Chainage		Length(in Km)				Crossings			
	From	To	Water Supply line		Sewage line		Water Supply line		Sewage line	
			With Pumping	With Gravity flow	With Pumping	With Gravity flow	With Pumping	With Gravity flow	With Pumping	With Gravity flow

(iii) Any Other Line

(* This is illustrative and may change as per features of existing utilities.)

Utility Shifting.

Shifting of obstructing existing utilities indicated in Schedule A to an appropriate location in accordance with the standards and specifications of concerned Utility Owing Department is part of the scope of work of the Contractor/Concessionaire*. The bidders may visit the site and assess the quantum of shifting of utilities for the projects before submission of their bid. Copy of utility relocation plan is enclosed. The specifications of concerned Utility Owing Department shall be applicable and followed.

Notes:

- (a) The type/ spacing/ size/ specifications of poles/ towers/ lines/ cables to be used in shifting work shall be as per the guidelines of utility owning department and it is to be agreed solely between the Contractor/Concessionaire* and the utility owning department. No change of scope shall be admissible and no cost shall be paid for using different type/ spacing/ size/ specifications in shifted work in comparison to those in the existing work or for making any overhead crossings to underground as per requirement of utility owning department and/or construction of project highway. The Contractor/Concessionaire* shall carry out joint inspection with utility owning department and get the estimates from the utility owning department. The assistance of the Authority is limited to giving forwarding letter on the proposal of Contractor/Concessionaire* to utility owning department whenever asked by the Contractor/Concessionaire*. The decision/ approval of utility owning department shall be binding on the Contractor/Concessionaire*.
- (b) The supervision charges at the rates/ charges applicable of the utility owning department shall be paid directly by the Authority to the Utility Owing department as and when Contractor/Concessionaire* furnishes demand of Utility Owing Department along with a copy of estimated cost given by the later.
- (c) The dismantled material/scrap of existing Utility to be shifted/ dismantled shall belong to the Contractor/ Concessionaire* who would be free to dispose-off the dismantled material as deemed fit by them unless the Contractor/Concessionaire* is required to deposit the dismantled material to utility owning department as per the norm and practice and in that case the amount of credit for dismantled material may be availed by the Contractor/Concessionaire* as per estimate agreed between them.
- (d) The utilities shall be handed over after shifting work is completed to Utility Owing Department to their entire satisfaction. The maintenance liability shall rest with the Utility Owing Department after handing over process is complete as far as utility shifting works are concerned.

Note -II Copy of utility shifting plans enclosed as Annexure-II to Schedule B1.

*Strike out which is not applicable

Sheet-III (In EPC, to be added in Clause 1.2 of Schedule H)

Item	Weightage in percentage to the Utility Shifting Price	Stage for payment	Percentage weightage
Electrical utilities and public Health Utilities (Water pipe lines and sewage lines)	[****]	(i) EHT line	[***]
		(ii) EHT crossings	[***]
		(iii) HT/ LT line	[***]
		(iv) HT/ LT crossings	[***]
		(v) Water pipeline	[***]
		(vi) Water pipeline crossings	[***]
		(vii) Sewage lines	[***]
		(viii) Sewage line crossings	[***]

* This is illustrative and may require modification as per scope of work.

Sheet-IV (In EPC, to be added in clause 1.3 of Schedule 'H')

Stage of Payment	Weightage	Payment procedure
(i) EHT line	[**]	Unit of measurement is as per completed activities. Cost per activity shall be determined on pro-rate basis as per its weightage with reference to total cost of EHT line. Payment shall be made for completed activity. (The average weightage of major activities (only for payment purpose) in shifting work is (i) Erection of Poles-20%, (ii) Conductor stringing including laying of cable-30%, (iii) DTR erection (if involved)-15% and (iv) Charging of line including dismantling and site clearance-35% (with DTR) and 50% without DTR)
(ii) EHT crossings	[**]	Cost of each crossing shall be determined on pro-rata basis with reference to total no. of crossings. Payment shall be made for not less than 25% of the

		crossings subject to a minimum of 4 crossings.
(iii) HT/ LT line (including transformers if any)	[**]	Unit of measurement is as per completed activities. Cost per activity shall be determined on pro-rata basis as per its weightage with reference to total cost of LT/ HT line. Payment shall be made for completed activity. (The average weightage of major activities (only for payment purpose) in shifting work is (i) Erection of Poles-20% (ii) Conductor stringing including laying of cable-30%, (iii) DTR erection (if involved)-10% and (iv) Charging of line including dismantling and site clearance-40% (with DTR) and 50% without DTR)
(iv) HT/ LT crossings	[**]	Cost of each crossing shall be determined on pro-rata basis with reference to total no. of crossings. Payment shall be made for not less than 25% of the crossings subject to a minimum of 10 crossings.
(v) Water pipeline	[**]	Unit of measurement is as per completed activities. Cost per activity shall be determined on pro-rata basis as per its weightage with reference to total cost of pipe line. Payment shall be made for completed activity. (The average weightage of major activities (only for payment purpose) in shifting work is laying of pipe-50%, Charging of line including all miscellaneous works and dismantling and site clearance-50%)
(vi) water pipeline crossings	[**]	Cost of each crossing shall be determined on pro-rata

		basis with reference to total no. of crossings. Payment shall be made for not less than 25% of the crossings subject to a minimum of 8 crossings.
(vii) Sewage lines	/**	Unit of measurement is as per completed activities. Cost per activity shall be determined on pro-rata basis as per its weightage with reference to total cost of pipe line. Payment shall be made for completed activity. (The average weightage of major activities (only for payment purpose) in shifting work is laying of pipe-50%, Charging of line including all miscellaneous works and dismantling and site clearance-50%)
(viii) Sewage line crossings	/**	Cost of each crossing shall be determined on pro-rata basis with reference to total no. of crossings. Payment shall be made for completed activity. (The average weightage of major activities in shifting work is laying pipe-50%, Charging of line including all miscellaneous works and dismantling and site clearance-50%)

* This is illustrative and may require modification as per scope of work.

Sheet-V (in HAM, to be added under clause 1.2 of Annexure1 to Schedule-G)

Item	Stage for measurement of physical progress	Unit	Quantity	Weightage in percentage to the Contract Price
Electrical and public health utilities	EHT Line	Km		
	EHT crossing*	Number		
	HT/LT lines	Km		
	(including Transformers if			

	any)			
	HT/LT crossings	Number		
	Water Pipelines	Km		
	Water Pipelines crossing	Number		
	Sewage line	Km		
	Sewage line crossing	Number		

*This is illustrative and may require modification as per scope of work

No. NH-35014/35/2020-H-Part(II) (E-196662)
Government of India
Ministry of Road Transport & Highways
(Highways Section)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 16 December, 2021

Office Memorandum

Subject: (i) Changes in standard RFP & MCA of EPC, BOT(Toll) and HAM project in order to ensure compliance of PPP-Mll Order, 2017 and Rule 144 (xi) of GFR, 2017

(ii) Change in the clause no. 2.2.2.1 of the standard RFP of EPC to include all awarded works for determination of available BID Capacity.

Consequent upon the decision taken in the meeting of the Inter Ministerial Committee (IMC) held under the chairmanship of Secretary(RT&H) on 15.11.2021 on the above subject, NHAI has issued following 3 policy circulars (**copies enclosed**) incorporating the corresponding changes in standard RFP & MCA of EPC, BOT (Toll) and HAM project :

(i) **Policy Circular no. 11.32/2021 dated 07th December, 2021:** Amendment in the Standard Request for Proposal (RFP) and Standard EPC Agreement for National Highways and other centrally sponsored road projects proposed to be implemented on EPC mode of contract to make procurement compliant of Public Procurement (Preference to Make in India) Order, 2017 , Rule 144 (xi) of GFR and Changes in determination of Bid Capacity .

(ii) **Policy Circular no. 11.33/2021 dated 07th December, 2021 :** Amendment in the Combined Single Stage Request for Proposal (RFP) and Model Concession Agreement for National Highways and other centrally sponsored road projects proposed to be implemented on BOT(Toll) mode of contract to make procurement compliant of Public Procurement (Preference to Make in India) Order, 2017 , Rule 144 (xi) of GFR.

(iii) **Policy Circular no. 11.34/2021 dated 07th December, 2021 :** Amendment in the Standard Request for Proposal (RFP) and Model Concession Agreement for National Highways and other centrally sponsored road projects proposed to be implemented on Hybrid Annuity Model (HAM) mode of contract to make procurement compliant of Public Procurement (Preference to Make in India) Order, 2017 , Rule 144 (xi) of GFR.

2. It is conveyed that the above changes are applicable for projects implemented on the aforesaid modes of contract by all the executing agencies of MoRTH.

3. This issues with the approval of the competent authority.

Encl : As above


(Rajesh Gupta)
Director (LA)
Telephone No. 011-23718527

To

1. DG(RD) & SS, MoRTH
2. MD, NHIDCL

Copy to:

The Chairperson, NHAI

Copy also to:

1. Sr. PPS to Secretary (RT&H)
2. Sr. PPS to Additional Secretary (Highways)
3. Director (Technical), NIC, MoRTH to upload this OM on the website of MoRTH



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514

NHAI/Policy Guidelines/ Standard Document/2021
Policy Circular no. 11.32/2021 dated 07th December, 2021
(Decision taken on e-office file No. NHAI/CMD/Misc/2021Comp. No.85726)

Sub.: Amendment in the Standard Request for Proposal (RFP) and Standard EPC Agreement for National Highways and other centrally sponsored road projects proposed to be implemented on EPC mode of contract to make procurement compliant of Public Procurement (Preference to Make in India) Order 2017, Rule 144 (xi) of GFR and Changes in determination of Bid Capacity- reg.

It may be mentioned that an Inter - Ministerial Committee meeting was held under the chairmanship of Secretary (RT&H) on 15.11.2021 to discuss the changes in Model RFP of EPC, BOT(Toll) and HAM project in order to ensure compliance of Public Procurement (Preference to Make in India) Order 2017 (amended on 16.09.2020), Rule 144(xi) of GFR, 2017 and changes in clause 2.2.2.1 of Model RFP of EPC document regarding determination of Bid Capacity. Based on the decision taken during the meeting, following amendments shall be made in the Standard Request for Proposal (RFP) and Standard EPC Agreement for National Highways and other centrally sponsored road projects proposed to be implemented on EPC mode of contract:

A. Amendment in the Standard Request for Proposal (RFP) issued by MoRTH vide letter no. RW/NH-37010/4/2010-EAP (Printing) Vol.-IV dated 05.03.2019

Sl. No.	Clause no.	Existing Provision	Proposed Provision
1	1.2.7	Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh BIDs.	Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4) & Clause 3.3.1, the Authority shall annul the Bidding Process and invite fresh BIDs.
2	1.2.10	New clause	A Bidder is required to submit, along with its technical BID, a self- certification that the item offered meets the local content requirement for 'Class - I local Supplier' / 'Class - II local Supplier', as the case may be. The self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as 'Non- Local Supplier'. In the above pretext, the Class - I Local Supplier, Class - II Local Supplier and the Non- Local Supplier are defined as under:

Sl. No.	Clause no.	Existing Provision	Proposed Provision
			(i) 'Class - I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - I local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class - I local Supplier' is minimum 50%. (ii) 'Class - II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - II local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class - II local Supplier' is minimum 20%. (iii) 'Non - local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class - II local supplier' under this RFP. (iv) 'Local content' means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I local supplier' / 'Class - II local supplier' shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
3	2.1.15	New Clause	All Orders of Ministry of Finance/DPIIT/any other Government agencies, as applicable and prevalent on the date of LOA, shall be applicable.
4	2.1.16	New Clause	Entities of countries which have been identified by Ministry of Road Transport & Highways as not allowing Indian companies to participate in their Government procurement for any item related to



Sl. No.	Clause no.	Existing Provision	Proposed Provision
			Ministry of Road Transport & Highways shall not be allowed to participate in Government procurement in India for all items related to Ministry of Road Transport & Highways, except for the list of items published by the Ministry of Road Transport & Highways permitting their participation.
5	2.2.1 (d)	New Clause	For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply: (i) Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA (Copy enclosed). (ii) "Bidder from a country which shares a land border with India" means: - An entity incorporated, established or registered in such a country, or - A subsidiary of an entity incorporated, established or registered in such a country; or - An entity substantially controlled through entities incorporated, established or registered in such a country; or - An entity whose beneficial owner is situated in such a country; or - An Indian (or other) agent of such an entity; or - A natural person who is a citizen of such a country; or - A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above. (iii). Beneficial owner for the purpose of (ii) above means: - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Sl. No.	Clause no.	Existing Provision	Proposed Provision
			Explanation: a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. (iv). An Agent is a person employed to do any act for another, or to represent another in dealings with third person.



Sl. No.	Clause no.	Existing Provision	Proposed Provision
			(v) The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1(d)(ii) above. <u>Certificate regarding Compliance:</u> A certificate on the letterhead of the Bidder shall be required to be submitted by the bidders certifying the following: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered." It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law. <u>Validity of Registration:</u> In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.



Sl. No.	Clause no.	Existing Provision	Proposed Provision
6	2.2.2.1	Bidders who <i>inter alia</i> meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per Clause 1.1.1). The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA: Assessed Available BID capacity = $(A \times N \times 2.5 - B + C)$, Where N= Number of years prescribed for completion of work for which Bid is invited. A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note- 3 below) taking into account the completed as well as works in progress. The EPC projects include turnkey project/ Item rate contract/ Construction works. B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which Appointed Date/ Commencement Date has been declared or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B. C = The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below). Note: 1. The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect	Bidders who <i>inter alia</i> meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per Clause 1.1.1). The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA: Assessed Available BID capacity = $(A \times N \times 2.5 - B + C)$, Where N= Number of years prescribed for completion of work for which Bid is invited. A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note- 3 below) taking into account the completed as well as works in progress. The EPC projects include turnkey project/ Item rate contract/ Construction works. B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which the bidder has emerged as the winner of the bids or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which bidder has emerged as the winner of the bids but LOA has not been issued as on the day before opening the financial bids shall also be considered while calculating value of B. C = The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below). Note: 1. The Statement showing the value of all existing commitments, works for which the contractor has emerged as the winner of the bid as given by bidder and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below

Sl. No.	Clause no.	Existing Provision	Proposed Provision																								
		of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor. 2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects. 3. The factor for the year for updation to the price level is indicated as under: <table><tr><th>Year</th><th>Year-1</th><th>Year-2</th><th>Year-3</th><th>Year-4</th><th>Year-5</th></tr><tr><td>Up-dation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.20</td></tr></table>	Year	Year-1	Year-2	Year-3	Year-4	Year-5	Up-dation factor	1.00	1.05	1.10	1.15	1.20	the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor. 2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects. 3. The factor for the year for updation to the price level is indicated as under: <table><tr><th>Year</th><th>Year-1</th><th>Year-2</th><th>Year-3</th><th>Year-4</th><th>Year-5</th></tr><tr><td>Up-dation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.20</td></tr></table> 4. The Bid capacity status of the bidder to be updated as on the day before opening the financial bids.	Year	Year-1	Year-2	Year-3	Year-4	Year-5	Up-dation factor	1.00	1.05	1.10	1.15	1.20
Year	Year-1	Year-2	Year-3	Year-4	Year-5																						
Up-dation factor	1.00	1.05	1.10	1.15	1.20																						
Year	Year-1	Year-2	Year-3	Year-4	Year-5																						
Up-dation factor	1.00	1.05	1.10	1.15	1.20																						
7	3.3.1	Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 and who quotes lowest price shall be declared as the selected Bidder (the "Selected Bidder").	Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6. The bidder shall be declared as the selected Bidder (the "Selected Bidder") in pursuance to the procedure defined hereunder: (i) Among all the responsive bidder, the lowest bidder will be termed as L1. If L1 is 'Class -I Local Supplier', the contract will be awarded to L1. (ii) If L1 is not 'Class - I local supplier', the lowest bidder among the 'Class - I local supplier', will be invited to match L1 price subject to Class - I local supplier's quoted price falling within the margin of purchase preference, and the contract will be awarded to such 'Class - I local supplier' subject to matching the L1 price. (iii) In case such lowest eligible 'Class - I local supplier' fails to match the L1 price, the 'Class - I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class - I local																								

Sl. No.	Clause no.	Existing Provision	Proposed Provision
			supplier' within the margin of purchase preference matches the L1 price, the contract shall be awarded to the L1 bidder. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class - I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
8	2.11.1:	New Clause <u>Self-Certification</u> (to be inserted below the heading Financial Bid)	Self- certification by the Bidder that its Bid meets the Local Content requirement for 'Class - I Local supplier' / 'Class - II Local supplier', as the case may be. The Self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder do not submit the aforesaid Certification, the bidder will be summarily treated as 'Non Local Supplier'. In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local supplier' / 'Class - II Local supplier' shall have to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of Suppliers other than Companies) giving the percentage of Local Content upon Construction of the Project.

B. Amendment in the Standard EPC Agreement issued by MoRTH vide letter no. RW/NH-37010/4/2010-EAP(Printing) Vol.-IV dated 05.03.2019

Sl. No.	Clause no.	Existing Provision	Proposed Provision
1	4.14	New Clause 4.14 Obligations relating to Local Content	The Contractor [Class I Local Supplier/ Class II Local Supplier/ Non Local Supplier] undertakes to ensure minimum Local Content in the Project Highway of at least [50%/20%] duly complying with the provisions of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India Order No. P-45021/2/2017-PP (BE- II) dated September 16, 2020, as amended or modified till Bid Due Date and the provisions under Rule 144(xi) of GFR, 2017.



2. This issues with the approval of Competent Authority.


20/12/2021

(Sanjay Kumar Patel)
General Manager (Coord.)

To:

All Officers of NHAI HQ/ ROs/ PIUs/ CMUs/ Site Offices

Copy to:

1. Hindi Officer for translation in Hindi.
2. Library for hosting the circular on library site.
3. Web Admin for circulation.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi





F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the



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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
- a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

[Signature]

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]



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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.



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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;



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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"



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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

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NHAI/Policy Guidelines/ Standard Document/2021

Policy Circular no. 11.33/2021 dated 07th December, 2021

(Decision taken on e-office file No. NHAI/CMD/Misc/2021Comp. No.85726)

Sub.: Amendment in the Combined Single Stage Request for Proposal (RFP) and Model Concession Agreement for National Highways and other centrally sponsored road projects proposed to be implemented on BOT (Toll) mode of contract to make procurement compliant of Public Procurement (Preference to Make in India) Order 2017 and Rule 144 (xi) of GFR- reg.

It may be mentioned that an Inter - Ministerial Committee meeting was held under the chairmanship of Secretary (RT&H) on 15.11.2021 to discuss the changes in Model RFP of EPC, BOT(Toll) and HAM project in order to ensure compliance of Public Procurement (Preference to Make in India) Order 2017 (amended on 16.09.2020) and Rule 144(xi) of GFR, 2017. Based on the decision taken during the meeting, following amendments shall be made in the **Combined Single Stage Request for Proposal (RFP) and Model Concession Agreement for National Highways and other centrally sponsored road projects proposed to be implemented on BOT (Toll) mode of contract:**

A. Amendment in the Combined Single Stage Request for Proposal (RFP) issued by MoRTH vide F. No. NH-35014/25/2017-H (Pt. II) dated 25.08.2020.

Sl. No.	Clause no.	Existing Provision	Proposed Provision
1	1.2.7	Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh bids from the remaining Bidders or annul the Bidding Process.	Generally, the Highest Bidder in terms of percentage of revenue offered as Premium payable to the Authority or the lowest Grant amount payable by the Authority, shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Selected Bidder in case such Selected Bidder withdraws or is not Selected for any reason except the reason mentioned in Clause 3.8. In the event that none of other Bidders match the Bid of the Selected Bidder, the Authority may, in its discretion, either invite fresh bids from the remaining Bidders or annul the Bidding process.

Sl. No.	Clause no.	Existing Provision	Proposed Provision
2	1.2.11	New clause	A Bidder is required to submit, along with its technical BID, a self- certification that its Bid meets the local content requirement for 'Class - I local supplier' / 'Class - II local supplier', as the case may be. The self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as 'Non Local Supplier'. In the above pretext, the Class - I Local Supplier, Class - II Local Supplier and the Non- Local Supplier are defined as under: (i) 'Class - I Local Supplier' means a supplier or service provider, whose Goods, Services or Works offered for Procurement, meets the minimum Local Content as prescribed for 'Class - I local supplier' under this RFP. The 'Local Content' requirement to categorize a supplier as 'Class - I local supplier' is minimum 50%. (ii) 'Class - II Local Supplier' means a supplier or service provider, whose Goods, Services or Works offered for Procurement, meets the minimum Local Content as prescribed for 'Class - II Local supplier' under this RFP. The 'Local Content' requirement to categorize a supplier as 'Class - II Local supplier' is minimum 20%. (iii) 'Non - Local Supplier' means a supplier or service provider, whose Goods, Services or Works offered for Procurement, has Local Content less than that prescribed for 'Class - II Local supplier' under this RFP. (iv) 'Local Content' means the amount of value added in India which shall be the total value of items procured/ proposed to be procured (excluding net domestic indirect taxes) minus the value of Imported Content in the items (including all customs duties) as a proportion of the total value, in percent. In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I local supplier' / 'Class - II local supplier' shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
3	2.1.24	New Clause	All Orders of Ministry of Finance/DPIIT/any other Government agencies, as applicable and prevalent on the date of LOA, shall be applicable.
4	2.1.25	New Clause	Entities of countries which have been identified by Ministry of Road Transport & Highways as not

Sl. No.	Clause no.	Existing Provision	Proposed Provision
			allowing Indian companies to participate in their Government procurement for any item related to Ministry of Road Transport & Highways shall not be allowed to participate in Government procurement in India for all items related to Ministry of Road Transport & Highways, except for the list of items published by the Ministry of Road Transport & Highways permitting their participation.
5	2.2.1 (e)	New Clause	For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply: (i) Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA (Copy enclosed). (ii) "Bidder from a country which shares a land border with India" means: - An entity incorporated, established or registered in such a country, or - A subsidiary of an entity incorporated, established or registered in such a country; or - An entity substantially controlled through entities incorporated, established or registered in such a country; or - An entity whose beneficial owner is situated in such a country; or - An Indian (or other) agent of such an entity; or - A natural person who is a citizen of such a country; or - A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above. (iii). Beneficial owner for the purpose of (ii) above means: - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more



Sl. No.	Clause no.	Existing Provision	Proposed Provision
			judicial person, has a controlling ownership interest or who exercises control through other means. Explanation: a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.



Sl. No.	Clause no.	Existing Provision	Proposed Provision
			(iv). An Agent is a person employed to do any act for another, or to represent another in dealings with third person. (v) The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1(d)(ii) above. <u>Certificate regarding Compliance:</u> A certificate on the letterhead of the Bidder shall be required to be submitted by the bidders certifying the following: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered." It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law. <u>Validity of Registration:</u> In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.
6	2.11.1	New Clause <u>Self-Certification</u>	Self- certification by the Bidder that its Bid meets the Local Content requirement for 'Class - I Local supplier' / 'Class - II Local supplier', as the case may be. The Self-certification shall also have details of the location(s) at which the local value

Sl. No.	Clause no.	Existing Provision	Proposed Provision
		(to be inserted below the heading Financial Bid)	addition is made. In case, bidder do not submit the aforesaid Certification, the bidder will be summarily treated as 'Non Local Supplier'. In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local supplier' / 'Class - II Local supplier' shall have to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of Suppliers other than Companies) giving the percentage of Local Content upon Construction of the Project.
7	3.8	Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and who quotes highest percentage of revenue offered as Premium to the Authority, and in the event that no Bidder offers a Premium, then the Bidder quoting the lowest grant to be paid by the Authority in accordance with Appendix-IB shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bid hereunder.	Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and who quotes highest percentage of revenue offered as Premium to the Authority, and in the event that no Bidder offers a Premium, then the Bidder quoting the lowest Grant to be paid by the Authority in accordance with Appendix-IB, the Bidder shall be declared as the selected Bidder (the "Selected Bidder") in pursuance to the procedure defined hereunder: (i) Among all the responsive Bidders, the Bidder whose Bid quote is the Highest in terms of Premium payable to the Authority and in the event that no Bidder offer a Premium then the Bidder who has quoted Lowest Grant to be paid by the Authority will be termed as L1. If L1 is 'Class -I Local Supplier', the Contract will be awarded to L1, the Selected Bidder. (ii) If L1 is not 'Class - I Local Supplier', the Lowest Bidder among the 'Class - I Local Supplier', will be invited to match the Highest/ Lowest amounts of Premium/ Grant quoted by the L1, the Selected Bidder subject to Class - I Local Supplier's quoted price falling within the margin of Purchase Preference, the Contract will be awarded to such 'Class - I Local Supplier' subject to matching the quote of L1 for Premium or the Grant as the case may be. (iii) In case, such eligible 'Class - I Local Supplier' fails to match the Premium/ Grant amount quoted by L1 Bidder, the 'Class - I Local Supplier' with the next Lower/ Higher quote for Premium/ Grant in the Bid within the margin of Purchase Preference shall be invited to match the quoted Premium/ Grant amount of L1 and so on and the Contract shall be awarded to such Bidder matching the L1 quote. In case none of the 'Class - I Local Supplier' within the Margin of Purchase Preference

Sl. No.	Clause no.	Existing Provision	Proposed Provision
			matches the L1 quoted Premium/ Grant amount, the Contract shall be awarded to the L1 Bidder. 'Margin of Purchase Preference' in the above pretext means the maximum extent to which the price quoted by a 'Class - I Local Supplier' may be above the L1 for the purpose of Purchase Preference. The margin of Purchase Preference shall be 20%.

B. Amendment in the Model Concession Agreement issued by MoRTH vide letter no. NH-35014/25/2017-H dated 24.08.2020

Sl. No.	Clause no.	Existing Provision	Proposed Provision
1	5.9	New Clause 5.9 Obligations relating to Local Content	The Concessionaire [Class I Local Supplier/ Class II Local Supplier/ Non Local Supplier] undertakes to ensure minimum Local Content in the Project Highway of at least [50%/20%] duly complying with the provisions of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India Order No. P-45021/2/2017-PP (BE- II) dated September 16, 2020, as amended or modified till Bid Due Date and the provisions under Rule 144(xi) of GFR, 2017.

2. This issues with the approval of Competent Authority.


 07/12/2021
 (Sanjay Kumar Patel)
 General Manager (Coord.)

To:

All Officers of NHAI HQ/ ROs/ PIUs/ CMUs/ Site Offices

Copy to:

1. Hindi Officer for translation in Hindi.
2. Library for hosting the circular on library site.
3. Web Admin for circulation.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

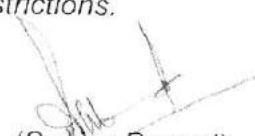
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi





F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
- to all Autonomous Bodies;
 - to public sector banks and public sector financial institutions; and
 - subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

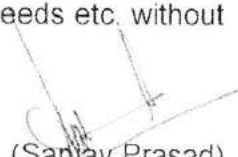
14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
 - i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**



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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.



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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

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NHA/Policy Guidelines/ Standard Document/2021 Policy Circular no. 11.34/2021 dated 07th December, 2021 (Decision taken on e-office file No. NHA/CMD/Misc/2021Comp. No.85726)

Sub.: Amendment in the Standard Request for Proposal (RFP) and Model Concession Agreement for National Highways and other centrally sponsored road projects proposed to be implemented on Hybrid Annuity Model (HAM) mode of contract to make procurement compliant of Public Procurement (Preference to Make in India) Order 2017 and Rule 144 (xi) of GFR- reg.

It may be mentioned that an Inter - Ministerial Committee meeting was held under the chairmanship of Secretary (RT&H) on 15.11.2021 to discuss the changes in Model RFP of EPC, BOT(Toll) and HAM projects in order to ensure compliance of Public Procurement (Preference to Make in India) Order 2017 (amended on 16.09.2020) and Rule 144(xi) of GFR, 2017. Based on the decision taken during the meeting, following amendments shall be made in the Standard Request for Proposal (RFP) and Model Concession Agreement for National Highways and other centrally sponsored road projects proposed to be implemented on Hybrid Annuity Model (HAM) mode of contract:

A. Amendment in the Standard Request for Proposal (RFP) issued by MoRTH (version 24.11.2015)

Sl. No.	Clause no.	Existing Provision	Proposed Provision
1	Clause 1.2.7	Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in clause 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for whatsoever reason. In the event that none of other Bidders match the Bid of the Lowest Bidder. The Authority may, in its discretion, either invite fresh	Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in clause 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 3.3.1. In the event that none of other Bidders match the Bid of the Lowest Bidder. The Authority may, in its discretion, either invite fresh bids from the remaining Bidders or annul the Bidding Process.

Sl. No.	Clause no.	Existing Provision	Proposed Provision
		bids from the remaining Bidders or annul the Bidding Process.	
2	Clause 1.2.12	New clause	A Bidder is required to submit, along with its technical BID, a self- certification that the item offered meets the local content requirement for 'Class - I local Supplier' / 'Class - II local Supplier', as the case may be. The self- certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as 'Non- Local Supplier'. In the above pretext, the Class - I Local Supplier, Class - II Local Supplier and the Non- Local Supplier are defined as under: (i) 'Class - I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - I local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class - I local Supplier' is minimum 50%. (ii) 'Class - II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - II local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class - II local Supplier' is minimum 20%. (iii) 'Non - local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class - II local supplier' under this RFP. (iv) 'Local content' means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I local supplier' / 'Class - II local supplier' shall provide a certificate from the statutory auditor or cost

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Sl. No.	Clause no.	Existing Provision	Proposed Provision
			auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
3	2.1.23	New Clause	All Orders of Ministry of Finance/DPIIT/any other Government agencies, as applicable and prevalent on the date of LOA, shall be applicable.
4	2.1.24	New Clause	Entities of countries which have been identified by Ministry of Road Transport & Highways as not allowing Indian companies to participate in their Government procurement for any item related to Ministry of Road Transport & Highways shall not be allowed to participate in Government procurement in India for all items related to Ministry of Road Transport & Highways, except for the list of items published by the Ministry of Road Transport & Highways permitting their participation.
5	Clause 2.2.1 (e)	New Clause	For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply: (i) Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA. (ii) "Bidder from a country which shares a land border with India" means: - An entity incorporated, established or registered in such a country; or - A subsidiary of an entity incorporated, established or registered in such a country; or - An entity substantially controlled through entities incorporated, established or registered in such a country; or - An entity whose beneficial owner is situated in such a country; or - An Indian (or other) agent of such an entity; or - A natural person who is a citizen of such a country; or



Sl. No.	Clause no.	Existing Provision	Proposed Provision
			g) A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above. (iii). Beneficial owner for the purpose of (ii) above means: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means. Explanation: a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include

Sl. No.	Clause no.	Existing Provision	Proposed Provision
			identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. (iv). An Agent is a person employed to do any act for another, or to represent another in dealings with third person. (v) The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1(d)(ii) above. <u>Certificate regarding Compliance:</u> A certificate on the letterhead of the Bidder shall be required to be submitted by the bidders certifying the following: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019-PPD dated 23rd July 2020. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered." It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law. <u>Validity of Registration:</u> In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly

Sl. No.	Clause no.	Existing Provision	Proposed Provision
			registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.
6	2.11.1:	New Clause <u>Self-Certification</u> (to be inserted below the heading Financial Bid)	Self- certification by the Bidder that its Bid meets the Local Content requirement for 'Class - I Local supplier'/ 'Class - II Local supplier', as the case may be. The Self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder do not submit the aforesaid Certification, the bidder will be summarily treated as 'Non Local Supplier'. In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local supplier' / 'Class - II Local supplier' shall have to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of Suppliers other than Companies) giving the percentage of Local Content upon Construction of the Project.
7	3.8.1	Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.2 and who's assessed Bid Price is the lowest, shall be declared as the selected Bidder (the "Selected Bidder").	Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.2. The bidder shall be declared as the selected Bidder (the "Selected Bidder") as per procedure defined as under: (i) Among all the responsive bidder, who's assessed Bid Price is the lowest will be termed as L1 If L1 is 'Class -I Local Supplier', the contract will be awarded to L1. (ii) If L1 is not 'Class - I local supplier', the lowest bidder among the 'Class - I local supplier', will be invited to match L1 price subject to Class - I local supplier's quoted price falling within the margin of purchase preference, and the contract will be awarded to such 'Class - I local supplier' subject to matching the L1 price. (iii) In case such lowest eligible 'Class - I local supplier' fails to match the L1 price, the 'Class - I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class - I local supplier' within the margin of purchase preference matches the L1 price,



Sl. No.	Clause no.	Existing Provision	Proposed Provision
			the contract shall be awarded to the L1 bidder. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class - I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

B. Amendment in the Model Concession Agreement issued by MoRTH vide letter no. NH-24028/14/2014-H (Vol. II) dated 10.11.2020

Sl. No.	Clause no.	Existing Provision	Proposed Provision
1	5.9	New Clause 5.9 Obligations relating to Local Content	The Concessionaire [Class I Local Supplier/ Class II Local Supplier/ Non Local Supplier] undertakes to ensure minimum Local Content in the Project Highway of at least [50%/20%] duly complying with the provisions of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India Order No. P-45021/2/2017-PP (BE- II) dated September 16, 2020, as amended or modified till Bid Due Date and the provisions under Rule 144(xi) of GFR, 2017.

2. This issues with the approval of Competent Authority.


07/12/2021

(Sanjay Kumar Patel)
General Manager (Coord.)

To:

All Officers of NHAI HQ/ ROs/ PIUs/ CMUs/ Site Offices

Copy to:

1. Hindi Officer for translation in Hindi.
2. Library for hosting the circular on library site.
3. Web Admin for circulation.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

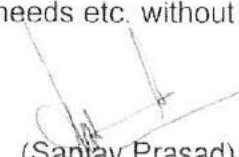
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
 - i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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RW/NH-24036/28/2025-BP&SP (Computer No. 248457)
Government of India
Ministry of Road Transport & Highways
(Highway Section)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Date: 29th April, 2025

To

1. The Chairman, National Highways Authority of India, G-5 7 6, Sector-10, Dwarka, New Delhi-110075
2. The Managing Director, NHIDCL, PTI Building, New Delhi-110001
3. Principal Secretaries/Secretaries of all States/UTs Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
4. All Engineers-in-Chief and Chief Engineers of Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
5. The Director General Border Roads, Seema Sadak Bhawan, Ring Road, New Delhi-110010
6. All CE-ROs, ROs and ELOs of the Ministry of Road Transport & Highways

Subject: Modification in Qualification Criteria for EPC Projects - reg.

Ref: Standard RFP for EPC Projects issued by Ministry's Letter No.RW/NH-37010/4/2010/EAP (Printing) Vol.-IV dated 05.03.2019 and its subsequent Amendments.

Sir,

The Ministry vide letter No.RW/NH-37010/4/2010/EAP (Printing) Vol.-IV dated 05.03.2019 and its subsequent amendments has specified the qualification criteria for contractors for EPC Projects. Numerous relaxation in the qualification criteria for eligibility in case of EPC contracts were given in 2019 to promote competition.

2. However, now it has been brought to the notice of the Ministry that the said relaxation in the qualification criteria has had a detrimental effect on the quality of construction.

3. In view of the above, the Ministry has revised/modified the qualification criteria of contractors for EPC contracts. The modifications made, inter-alia, include the minimum requirements for both standard highway construction projects as well as stand alone specialized projects such as tunnels, major bridges, ROBs, flyovers etc; a higher requirement for EPC projects with bid price over Rs 100 crore; checks on sub-contracting experience and modification of the highways and core sector definition to tighten the eligibility criteria. The modifications in detail are enclosed as **Annexure**.

4. Relevant provisions of the standard RFP of EPC Projects stand modified to this effect. All the executing agencies of the Ministry are directed to implement the aforesaid changes with immediate effect.

5. This issues with the approval of Hon'ble Minister (RT&H).

Yours faithfully,


(Mayank Tyagi)

Deputy Secretary to the Govt. of India

Encl: As above

Copy to:

1. Sr. PPS to Secretary (RT&H)
2. PSO to DG(RD)&SS
3. AS&FA/AS(H)/AS(T), MoRTH
4. All Joint Secretaries in the MoRTH
5. All ADGs/CEs in the MoRTH
6. Director (NIC), MoRTH for uploading on the Ministry's website and e-office

MODIFICATION IN THE CLAUSES OF RFP DOCUMENTS OF RFP OF EPC PROJECTS

Sr. No.	Particulars	Existing Provision	Modified Provision
1.	Net Worth at the close of the preceding financial year	Footnote: This amount should be 5% (five percent) of the Estimated Project Cost of the Project for which bids are being invited.	Footnote: For projects upto Rs 100 crore No Change For projects more than Rs 100 crore : This amount should be 10% (Ten percent) of the Estimated Cost of the Project for which bids are being invited.
2.	Average Annual Turnover of last 5 Financial Years	Footnote: This amount should be 15% (fifteen percent) of the Estimated Project Cost of the Project for which bids are being invited.	Footnote: This amount should be 20% (twenty percent) of the Estimated Project Cost of the Project for which bids are being invited.
3.	Single Work Criteria (Similar work executed)	Provided that at least one similar work of 20% of Estimated Project Cost [Rs.***crore (Rs.****)] shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost. Eligible project costs shall include the following: (a) Widening/ reconstruction/ up-gradation works on NH/SH/Expressway or on any category of road taken up under CRF, ISC/EI, SARDP, LWE (b) Widening/ reconstruction/ up-gradation works on MDRs with loan assistance from multilateral agencies or on BOT basis. (c) Widening/ reconstruction/ up-gradation works of roads in Municipal Corporation limits, construction of Bypasses. (d) Construction of Stand-alone bridges, ROBs, tunnels. (e) Construction/ reconstruction of linear projects like airport runways,	Provided that at least either of the following: <u>i. two similar completed works costing not less than amount equal to 25% each of estimated cost.</u> <u>Or</u> <u>ii. one similar completed work costing not less than amount equals to 35% each of estimated cost</u> shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. <u>Certificate(s) from the concerned client(s) shall be required for the same. In case the claimed project /(s) are subcontracting/ JV project in such a case Approval from Govt. Authority / Client is required(restricted to allowable subcontracting limit/ JV share in original contract).[D1]</u> For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than <u>the above mentioned criteria in the last 5 (five) financial years preceding the Bid Due Date or till the Bid Due Date.</u> Eligible project

Sr. No.	Particulars	Existing Provision	Modified Provision
		railways, (construction/ reconstruction of railway tracks, yards for keeping containers etc.) metro rail and ports (including construction/re-construction of Jetties).	costs shall include the following: (a) Widening/ reconstruction/ up-gradation works on NH/SH/Expressway or on any category of road taken up under CRF, ISC/EI, SARDP, LW (b) Widening/ reconstruction/ up-gradation works on MDRs with loan assistance from multilateral agencies or on BOT basis. (c) Widening/ reconstruction/ up-gradation works of roads in Municipal Corporation limits, construction of Bypasses. (d) Construction of Stand-alone bridges, ROB, tunnels. (e) Construction/ reconstruction of linear projects like airport runways. (f) Viaducts of Railways/ Metro g) Container yard of ports
4.	Additional Work Criteria (Bridge & Tunnel)	If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridge/ROBs/Flyovers/Tunnel in the last 10 (ten) financial years preceding the Bid Due Date i.e. shall have completed at least one similar Major Bridge/ROB/Flyover having span equal to or greater than: (a) In case, longest span of Bridge/ROB/flyover is less than or equal to 60 m, no additional qualification is required. (b) when longest span is more than 60 m :50% of the longest span or 100 m, whichever is less, of the structure proposed in this project.	If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridge/ROBs/Flyovers/Tunnel in the last <u>7 (seven)</u> financial years preceding the Bid Due Date <u>or till the Bid Due Date</u> i.e. shall have completed at least one similar Major Bridge/ROB/Flyover having length equal to or greater than: (a) In case, longest span of Bridge/ROB/flyover is less than or equal to 60 m, no additional qualification is required. (b) when longest span is more than 60 m :<u>80% of the longest span or 100 m, whichever is less, of the structure proposed in this project and 40% of the length Major Bridge/ROB/Flyover or 2 km, whichever is less, of the structure proposed in this project.</u>

Sr. No.	Particulars	Existing Provision	Modified Provision
		and in case of tunnel, if any, shall have completed construction of atleast one tunnel consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast (a) In case Tunnel is a part of project having length less than or equal to 200 m, then no additional qualification is required. (b) When length of tunnel more than 200m : 50% of the cross sectional area of proposed tunnel or two lane highway tunnel cross-sectional area, whichever is less and 20% length of the tunnel to be constructed in this project or 2km, whichever is less.	And in case of tunnel, if any, shall have completed construction of atleast one tunnel consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having at least (a) In case Tunnel is a part of project having length less than or equal to 200 m, then no additional qualification is required. (b) When length of tunnel more than 200m: <u>80%</u> of the cross sectional area of proposed tunnel or two lane highway tunnel cross-sectional area, whichever is less and 40% length of the tunnel to be <u>constructed (other than cut and cover method)</u> in this project or 2km, whichever is less.
5.	Stand-alone specialized projects	(iii)For Stand-alone specialized projects: (a)Major Bridges/ROB/Flyovers projects: (a1) In case the cost of specialized project is less than or equal to Rs. 1,000 Cr: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one similar Major Bridge/ROB/Flyover project in the last 10 (ten) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span or 100m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost.	(iii)For Stand-alone specialized projects: (a)Major Bridges/ROB/Flyovers projects: The sole Bidder or in case the Bidder being a Joint Venture, Lead member of Joint Venture shall have completed atleast one similar Major Bridge/ROB/Flyover project in the last <u>7 (seven)</u> financial years preceding the Bid Due Date <u>or till the Bid Due Date</u>, having span equal to or greater than <u>80%</u> of the longest span or 100m, whichever is less of the structure proposed in this project and 40% of the length Major Bridge/ RoB/ flyover or 2 km, whichever is less and also the cost of such similar project shall be atleast <u>i. two similar completed works length not less than or equals to 25% each of cost of the Major Bridges/ROB/Flyovers.</u> <u>or</u> <u>ii. one similar completed work</u>

Sr. No.	Particulars	Existing Provision	Modified Provision
		(a2) In case the cost of specialized project is more than Rs. 1,000 Cr: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one similar Major Bridge/ ROB/ Flyover project in the last 10 (ten) financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span of the structure proposed in this project or 100m, whichever is less, and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost or Rs. 1000Cr. whichever is less. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost or Rs. 1000 Cr., whichever is less.	<u>length not less than equals to 35% of cost of the Major Bridges/ROB/Flyovers.</u> For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than <u>the above mentioned criteria. Certificate(s) from the concerned client(s) shall be required for the same. In case the claimed project / (s) are subcontracting/ JV project in such a case Approval from Govt. Authority / Client is required (restricted to allowable sub-contracting limit/ JV share in original contract).</u>[D2]
6.	Tunnel project	(b) Tunnel project: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one tunnel project in the last 10 (ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast 50% of the cross-sectional area of the tunnel to be constructed or cross sectional area of 2 lane highway tunnel, whichever is less, and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less and the cost of such project shall be atleast 20% of the Estimated Project Cost or Rs. 1000 Cr., whichever is less. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal	(b) Tunnel project: The sole Bidder or in case the Bidder being a Joint Venture, Lead member of Joint Venture shall have completed atleast one tunnel project in the last 7 (seven) financial years preceding the Bid Due Date <u>or till the Bid Due Date</u>, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast 80% of the cross-sectional area of the tunnel to be constructed <u>other than Cut & Cover method</u> or cross sectional area of 2 lane highway tunnel, whichever is less, and 40% length of the tunnel. to be constructed in this project or 2 km, whichever is less and the cost of such project shall be atleast

Sr. No.	Particulars	Existing Provision	Modified Provision
		to or more than 20% of the Estimated Project Cost or Rs. 1000 Cr., whichever is less.	<u>i. two similar completed works length not less than equals to 25% each of estimated cost of the tunnel.</u> <u>or</u> <u>ii. one similar completed work length not less than equals to 35% of estimated cost of the tunnel.</u> For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than <u>the above mentioned criteria.</u> <u>Certificate(s) from the concerned client(s) shall be required for the same. In case the claimed project / (s) are subcontracting/ JV project in such a case Approval from Govt. Authority / Concessionaire is required (restricted to allowable subcontracting limit/ JV share in original contract).</u>
7.	Highways sector & Core Sector definition	(a) highways sector would be deemed to include highways, expressways, bridges, tunnels, runways, railways (construction/re-construction of railway tracks, yards for keeping containers etc.) metro rail and ports (including construction/re-construction cost of Jetties, any other linear infrastructure including bridges etc.); and (b) core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.), airports, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage, stadium, hospitals, hotel, smart city, warehouses/ Silos, oil and gas and real estate development. Core sector will also include the projects with the title of RIDF, PMGSY road, link road, city roads, rural road, sector/	(a) highways sector would be deemed to include highways, expressways, bridges, tunnels, runways, (Viaducts of Railways/ Metro, Container yard of ports <u>and</u> (b) core sector would be deemed to include civil construction cost of power sector, commercial setups (SEZs etc.), airports, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage, stadium, hospitals, hotel, smart city, warehouses/ Silos, oil and gas and real estate development. Core sector will also include the projects with the title of RIDF, PMGSY road, link road, city roads, rural road, sector/ municipality road, real estate projects which demonstrate road

Sr. No.	Particulars	Existing Provision	Modified Provision
		municipality road, real estate projects which demonstrate road development/ construction bridges or culverts.	development/ construction bridges or culverts, <u>Performance-Based Maintenance Contracting work (PBMC), O&M work, Short Term Maintenance Contract (STMC), railways (construction/re-construction of railway tracks, etc.) metro rail and ports (including construction/re-construction cost of Jetties, any other linear infrastructure including bridges etc.).</u>
8.	Technical Capacity – Min Value of works to be considered	the capital cost of the project should be more than 5% of the amount specified as the Estimated Project Cost; and receipts of less than 5% of the Estimated Project Cost	For projects upto Rs 100 crore No Change For projects more than Rs 100 crore : the capital cost ¹ of the project should be more than <u>10%</u> of the amount specified as the Estimated Project Cost; and receipts ² of less than <u>10%</u> of the Estimated Project Cost
9.	Original Documents of	The Lowest Bidder shall be required to submit original of documents listed below (before issuance of Letter of Acceptance (LOA) by the Authority: (a) Original Power of Attorney for signing the BID as per format at Appendix-III; (b) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV; (c) (c) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V; (d) (d) Bid Security of Rs. Xx Crore (Rupees only) in the form of Insurance Surety Bond (in the format at Appendix- X issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) in the	The Lowest Bidder shall be required to submit original of documents listed below (before issuance of Letter of Acceptance (LOA) by the Authority: (a) <u>Appendix-IA (Letter comprising the Technical Bid).</u> (b) <u>Appendix-IB (Letter comprising the Financial BID)</u> (c) <u>Annex-V Statement of Legal Capacity</u> (d) Original Power of Attorney for signing the BID as per format at Appendix-III; (e) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV; (f) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V; (g) Bid Security of Rs. Xx Crore (Rupees only) in the form of Insurance Surety Bond (in the format at Appendix- X issued by Insurance Company authorized by Insurance Regulatory and

¹ The actual capital cost of the project (i.e. without escalation) shall be considered for the evaluation.

² The actual payment receipt (i.e. without escalation) shall be considered for the evaluation.

Sr. No.	Particulars	Existing Provision	Modified Provision
		format at Appendix-II from a Scheduled bank; (e) Deleted; (f) Deleted; (g) Bidder shall comply with the provisions of NHAI/Policy Guidelines/Vigilance/2020 Policy Circular No. 5. 8 dated 29th December 2020 issued by NHAI and its subsequent amendments if any, issued by NHAI/MoRT&H (Appendix-VI) regarding Integrity Pact (IP) and the Integrity Pact (IP) duly signed by Authorised signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement; and (h) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by NHAI and amendments uploaded, if any (i) Copy of experience certificates apostille at foreign origin, if any (j) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-XI shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement; and (k) Proof of Registration with the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the "Bidder from a country which shares a land border with India").	Development Authority of India) or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) in the format at Appendix-II from a Scheduled bank; (h) Bidder shall comply with the provisions of NHAI/Policy Guidelines/Vigilance/2020 Policy Circular No. 5. 8 dated 29th December 2020 issued by NHAI and its subsequent amendments if any, issued by NHAI/MoRT&H (Appendix-VI) regarding Integrity Pact (IP) and the Integrity Pact (IP) duly signed by Authorised signatory shall be submitted by the Bidder with the RFP Bid & shall be part of the Contract Agreement; and (i) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by NHAI and amendments uploaded, if any (j) Copy of experience certificates apostille at foreign origin, if any (k) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-XI shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement; and (l) Proof of Registration with the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the "Bidder from a country which shares a land border with India").
10.	Clause 2.1.11 (c) of RFP	Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall met at least 60% requirement of Bid Capacity, Technical and Financial Capacity, required as per	Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall met at least 60% requirement of Bid Capacity, Technical and Financial Capacity, required as per

Sr. No.	Particulars	Existing Provision	Modified Provision
		Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Joint Venture. Other Member(s) shall meet at least 20% requirement of Bid Capacity, Technical and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3 and the JV as a whole shall cumulatively/collectively fulfil the 100% requirement;	Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Joint Venture. Other Member(s) shall meet at least 20% requirement of Bid Capacity, Technical and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) & 2.2.2.3 (except otherwise specified in RFP) and the JV as a whole shall cumulatively/collectively fulfil the 100% requirement; Provided further that, <u>In the case of a Joint Venture (JV), each member is required to hold a minimum of 26% (twenty six percent) in the JV.</u>