



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

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

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 • G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष/Phone : 91-11-25074100 / 25074200



NHAI/Policy Guidelines/ Bank Guarantee/2022

Policy Circular No.3.1.36/ 2022 dated 05th December, 2022

{Decision taken on E-Office File No. F.NHAI/CGM(F)/e-BG/2022/e-157054-1 (Comp. No. 162641)}

Sub.: Amendment in General Financial Rule (GFR), 2017 - Acceptance of electronic Bank Guarantee (e-BG) -reg.

Ministry of Road transport & Highways vide letter no. NH-35014/20/2020-H dated 12.08.2022 (Annexure I) has forwarded Ministry of Finance (Department of Expenditure) OM no. F.1/4/2022-PPD dated 05.08.2022 regarding amendments in the Rule 170(i) and Rule 171(i) of General Financial Rules 2017 related to 'Bid Security and Performance Security'. MoRTH has also requested all the implementing agencies of MoRTH & PWDs of States/UTs dealing with National Highways works to accept only electronic Bank Guarantee in place of physical Bank Guarantees from 31.08.2022 onwards.

2. In light of above, it has been decided to accept the 'Bid Security and Performance Security' in the form of Account Payee Demand Draft, Banker's Cheque or e - Bank Guarantee with immediate effect. The relevant existing clauses vis-à-vis amended clauses of the Standard documents for EPC, HAM and BOT (Toll) Projects are accordingly attached at Annexure II, Annexure III and Annexure IV respectively for necessary compliance by all concerned.

3. This issues with the approval of Competent Authority.

Encl.: As stated above

(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.

No. NH-35014/20/2020-H
 Government of India
 Ministry of Road Transport & Highways
 (Highway Section)
 Transport Bhawan, 1, Parliament Street, New Delhi-110001

New Delhi, the 12th August, 2022

To

- (i) The Principal Secretaries/ Secretaries of all States/UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
- (ii) The Engineers-in-Chief and Chief Engineers of all States/UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
- (iii) DG (RD) & SS, MoRTH
- (iv) The Chairperson, National Highways Authority of India (NHAI), G 5&6, Sector-10, Dwarka, New Delhi-110075.
- (v) The Managing Director, National Highways Infrastructure Development Corporation Ltd., 3rd Floor, PTI Building, Parliament Street, New Delhi-110001

Subject: Amendment in General Financial Rules (GFR), 2017- Acceptance of electronic Bank Guarantee (e-BG)-reg.

Sir (s)/Madam(s),

I am directed to forward herewith Ministry of Finance, Department of Expenditure's OM No. F. 1/4/2022-PPD dated 05.08.2022 regarding amendments in the Rule 170(i) and Rule 171(i) of General Financial Rules (GFR), 2017 relating with Bid Security and Performance Security.

2. The amendments made by Department of Expenditure are reproduced as under:-

Rule/Para	Existing Provision	Amended Rule
170(i)	The bid security may be accepted in the form of insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.	The bid security may be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.

171(i)	Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.	Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (Including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.
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3. In this regard, all the implementing agencies of MoRTH & PWDs of States/UTs dealing with National Highways works are requested that in case bank guarantee is being taken as bid security or performance security, only electronic Bank Guarantees may be accepted in place of physical Bank Guarantees for all National Highways Projects/works from 31.08.2022 onwards.

4. Contents of this letter may be brought to the notice of all the concerned for immediate compliance.

5. This issues with the approval of the Secretary (RT&H).

Yours faithfully,



(Sushant Sudan)

Encls: as above

Deputy Secretary to the Government of India
Telephone No. 011-23724515

Copy for information to:

- (i) Sr. PPS to Secretary (RT&H)
- (ii) Sr. PPS to AS & FA/ Sr. PPS to AS (H)/ PPS to all ADGs
- (iii) Sr. Director (Technical), NIC, MoRTH with a request to upload this letter on the website of MoRTH



Annexure - II

Proposed Modifications in Standard RFP & Agreement of EPC

(A) Proposed amendments in Standard RFP of EPC issued vide MoRTH Letter No. RW/NH-37010/4/2010-EAP (Printing) Vol. - IV dated 05.03.2019																		
Sl. 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. ___ ² 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 Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee). 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:															
		<table><tr><th>S. No.</th><th>Particulars</th><th>Details</th></tr><tr><td>1.</td><td>Name of Beneficiary</td><td>National Highways Authority of India</td></tr><tr><td>2.</td><td>Name of Bank</td><td>Canara Bank</td></tr><tr><td>3.</td><td>Account No.</td><td>8598201005819</td></tr><tr><td>4.</td><td>IFSC Code</td><td>CNRB0008598</td></tr></table>		S. No.	Particulars	Details	1.	Name of Beneficiary	National Highways Authority of India	2.	Name of Bank	Canara Bank	3.	Account No.	8598201005819	4.	IFSC Code	CNRB0008598
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4.	IFSC Code	CNRB0008598																
		Reference NHAI Policy circular no. NHAI/Policy Guidelines/Procurement/2019 No. 9.1.11/2019 Dated 06.06.2019																

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

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 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 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 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 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and 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 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, Account Payee Demand Draft, Banker's Cheque or e -	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 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 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be mutually agreed between the Authority and the Bidder from time to time. 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

		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.	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 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	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of 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 Authority in the form of 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.	Reference (i) MoRTH OM No. F. No. G-20016/01/2020-TF-11 dated 17.11.2020 b) NHAI Circular No. 11.42/ 2022 dated 13.09.2022

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		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.		
7.	Appendix IA Point 21	The BID Security in the form of a Bank Guarantee is attached.	The BID Security in the form of Account Payee Demand Draft/ Banker's Cheque / e - Bank Guarantee (Strike out whichever is not applicable) is attached.	
(B) Proposed amendments in Standard EPC Agreement issued vide MoRTH Letter No. RW/NH-37010/4/2010-EAP (Printing) Vol. - IV dated 05.03.2019				
Sl.No	Clause no.	Existing Clause	Amended Clause	Remarks
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)	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 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 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.	Reference (i) MoRTH OM No. F. No. G-20016/01 /2020-TF-II dated 17.11.2020 ii) NHAI Circular No. 11.42/ 2022 dated 13.09.2022

Signature

		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 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.	(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.
2.	19.2 Advance Payment	(i) The Authority shall make an interest-bearing advance payment (the "Advance Payment") @ "Bank Rate + 3%", equal to 10 % (ten percent) of the Contract Price, exclusively for mobilisation expenses. The Advance Payment for mobilisation expenses shall be made in two instalments each equal to 5% (five percent) of the Contract Price. The second 5% (five percent) mobilization advance would be released after submission of utilization certificate by the Contractor for the first 5% (five per cent) advance already released earlier. (ii) In addition to above, the Authority shall make an additional interest-bearing Advance Payment against newly purchased key Construction equipment required for the works as per agreed Construction programme and brought to the site, if so requested by the Contractor subject to the same terms and conditions specified for Advance Payment for mobilisation expenses in this Agreement. The maximum of such advance shall be 5% (five per cent) of the Contract Price against e - Bank Guarantee. This advance shall be further subject to the	

conditions specified for Advance Payment for mobilisation expenses in this Agreement. The maximum of such advance shall be 5% (five per cent) of the Contract Price against Bank Guarantee. This advance shall be further subject to the condition that:

(a) such new equipment are considered by the Authority's Engineer to be necessary for the works and

(b) these new equipment should be procured in the name of Contractor and is verified by Authority's Engineer to have been brought to site.

The Advance Payment for mobilization expenses and for acquisition of key new Construction equipment would be deemed as interest bearing advance at the applicable interest rate (@Bank rate + 3%), to be compounded annually on a reducing balance basis. The interest would be recovered along with the recovery of mobilization Advance Payment as per provision laid down for the mobilization advance recovery.

(iii) The Contractor may apply to the Authority for the first instalment of the Advance Payment at any time after the Appointed Date, along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.

(iv) At any time, after 60 (sixty) days from the Appointed Date, the Contractor may apply to the Authority for the second instalment of the Advance Payment along with an irrevocable and unconditional e - Bank Guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.

The Contractor has the option of splitting the e - Bank Guarantee against Advance Payment for mobilization expenses into parts, each not less than 2.75% (two point seven five per cent) of the Contract Price. Each part of the e - Bank Guarantee shall remain effective till full repayment of such part advance corresponding to this e - Bank Guarantee. Such part of e - Bank Guarantee shall be

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	irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof. The Contractor has the option of splitting the Bank Guarantee against Advance Payment for mobilization expenses into parts, each not less than 2.75% (two point seven five per cent) of the Contract Price. Each part of the guarantee shall remain effective till full repayment of such part advance corresponding to this bank guarantee. Such part of Bank Guarantee shall be returned to the Contractor on recovery under the Agreement of the full amount of such part guarantee within 30 (thirty) days of the said recovery. (v) The Advance Payment shall be paid by the Authority to the Contractor within 15 (fifteen) days of the receipt of its respective requests in accordance with the provisions of this Clause 19.2. (vi) The Advance Payment shall be repaid through percentage deductions from the stage payments determined by the Authority's Engineer in accordance with Clause 19.5, as follows: (a) deductions shall commence in the first Stage Payment Statement; (b) deductions shall be made at the rate of 15% (fifteen percent) of each Stage Payment Statement until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 80% (eighty percent) of the Schedule Construction Period is over; (c) if total certified stage payments (excluding the Advance Payment and deductions and repayments of the retention) does not exceed 20% (twenty percent) of the Contract Price within 50% of the Scheduled Construction Period from the Appointed Date then the Advance Payment including interest shall be recovered by encashment of the e - Bank Guarantee for the Advance Payment. (vii) If the Advance Payment has not been fully repaid prior to Termination under Clause 21.7 or Article 23, as the case may be, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Authority. Without prejudice to the provisions of Clause 19.2 (vi), in the event of Termination for Contractor Default, the Advance Payment shall be deemed to carry interest @ "Bank Rate+5%" per annum from the date of Advance Payment to the date of recovery by encashment of the e - Bank Guarantee for the Advance	returned to the Contractor on recovery under the Agreement of the full amount of such part e - Bank Guarantee within 30 (thirty) days of the said recovery. (v) The Advance Payment shall be paid by the Authority to the Contractor within 15 (fifteen) days of the receipt of its respective requests in accordance with the provisions of this Clause 19.2. (vi) The Advance Payment shall be repaid through percentage deductions from the stage payments determined by the Authority's Engineer in accordance with Clause 19.5, as follows: (a) deductions shall commence in the first Stage Payment Statement; (b) deductions shall be made at the rate of 15% (fifteen percent) of each Stage Payment Statement until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 80% (eighty percent) of the Schedule Construction Period is over; (c) if total certified stage payments (excluding the Advance Payment and deductions and repayments of the retention) does not exceed 20% (twenty percent) of the Contract Price within 50% of the Scheduled Construction Period from the Appointed Date then the Advance Payment including interest shall be recovered by encashment of the e - Bank Guarantee for the Advance Payment. (vii) If the Advance Payment has not been fully repaid prior to Termination under Clause 21.7 or Article 23, as the case may be, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Authority. Without prejudice to the provisions of Clause 19.2 (vi), in the event of Termination for Contractor Default, the Advance Payment shall be deemed to carry interest @ "Bank Rate+5%" per annum from the date of Advance Payment to the date of recovery by encashment of the e - Bank Guarantee for the Advance
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3.	23.6 (i) (b)	(b) encash and appropriate the Bank Guarantee, if any, for and in respect of the outstanding Advance Payment and interest thereon	(b) encash and appropriate the e - Bank Guarantee, if any, for and in respect of the outstanding Advance Payment and interest thereon	
4.	23.6 (ii) (b)	(b) encash and appropriate the bank guarantee, if any, for and in respect of the outstanding Advance Payment	(b) encash and appropriate the e - Bank Guarantee, if any, for and in respect of the outstanding Advance Payment	

per

Proposed Modifications in Model RFP & Concession Agreement for HAM

(A) Proposed amendment 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 Security¹ 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 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 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. 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.	A Bidder is required to deposit, along with its Bid, a Bid Security² 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 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 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. 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.
			Remarks Reference NHAI circular no 3.1.22/2018 dated 23.01.2018

¹ 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

² 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

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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 as 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 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.	Reference NHAI circular no. NHAI/Policy Guidelines/Procurement/2019 No. 9.1.11/2019 Dated 06.06.2019.
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 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 it has provided a Performance Security under the Agreement.	The validity period of the 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 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 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 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 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 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.	
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 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 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	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 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.	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 Account Payee Demand Draft/ Banker's Cheque / e-Bank Guarantee (strikeout whichever is not applicable) is attached	
(B) Proposed amendments in MCA of HAM issued vide MoRTH letter dated 10.11.2020				

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