Date:07.02.2025

Corrigendum-03

Sub: Improvement To 2-Lane with Paved Shoulder of old NH-40 (new NH-206) from Km 37.550 to Km 45.760 (Design Km 0.000 to Km 7.760, Design Length 7.760 Km) (Package-III) Pynursla Bypass on EPC Mode in the State of Meghalaya- **Corrigendum-03-reg.**

Tender ID: 2024_NHIDC_837277_1.

(a) **Modifications in RFP & NIT document**

<table>
<tr><th>Sr. no.</th><th>Clause Reference</th><th>Existing Provision</th><th>Modified Provision</th></tr>
<tr><td>1.</td><td>RFP Clause: 2.2.2.2 Technical Capacity</td>
<td>2.2.2.2 Technical Capacity
(i) 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 & (ii), is more than [Rs. 280.96 Crore] (the "Threshold Technical Capacity").

15(five) years in case of normal highway projects and 10(Ten) years in case of standalone specialized projects (Major) Bridges/ROB/Flyover/Tunnel)

2This amount should be as follows:
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<tr><th>S. No.</th><th>Estimated Project Cost (EPC) of the Project being invited</th><th>Threshold Technical Capacity</th></tr>
<tr><td>1.</td><td>Estimated project cost <= 100 Crore</td><td>0.75 time of EPC</td></tr>
<tr><td>2.</td><td>Estimated project cost > 100 Crore & <= 500 Crore</td><td>1.0 time of EPC</td></tr>
<tr><td>3.</td><td>Estimated project cost > 500 Crore</td><td>1.0 time of EPC</td></tr>
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1.	Estimated project cost < 100 Crore	0.75 time of EPC
2.	Estimated project cost > 100 Crore	1.0 time of EPC
3.	Estimated project cost > 500 Crore & <= 1000 Crore	1.0 time of EPC
4.	Estimated project cost > 1000 Crore	1.0 time of the estimate project cost or Rs.1000 crore, whichever is less
5.	Estimated project cost > 1000 Crore of stand-alone specialize projects	1.0 time of the estimate project cost or Rs.1000 crore, whichever is less

(ii) For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels):

Provided that at least one similar work of 20% of Estimated Project Cost [Rs. 56.192 Cr.] 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 projects 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 on MDRs with loan assistance from multilateral agencies or on BOT basis.

(c) Widening/reconstruction/up-gradation work 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, railways (construction/re-construction of railway tracks,

3.	Estimated project cost > 500 Crore & <= 1000 Crore	1.0 time of EPC
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(e) Construction/reconstruction of linear projects like airport runways, railways (construction/re-construction of railway tracks, yards for keeping containers etc) metro rail and ports (including construction/re-construction of Jetties)

If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the Bidder shall necessarily demonstrate additional experience in construction of Major Bridge/ROBs/Flyovers/Tunnel in the last 10 (Ten) financial years preceding the Bid

		yards for keeping containers etc) metro rail and ports (including construction/re-construction of Jetties) If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the Bidder 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 Bridge/ROB/Flyover/Tunnel of following sizes: (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. (c) in case of tunnel is a part of project having length less than or equal to 200m, then no additional qualification is required. (d) 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 this project or 2 km, whichever is less. For the purpose of this requirement, tunnel may have single/twin tubes for roads/railways/metro rail/irrigation/hydroelectricity projects etc. (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 Bidder 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 or 100 m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be at least 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	Due Date i.e., shall have completed at least one similar Bridge/ROB/Flyover/Tunnel of following sizes: (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. (c) in case of tunnel is a part of project having length less than or equal to 200m, then no additional qualification is required. (d) 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 this project or 2 km, whichever is less. For the purpose of this requirement, tunnel may have single/twin tubes for roads/railways/metro rail/irrigation/hydroelectricity projects etc. (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 Bidder 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 or 100 m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be at least 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. (a2) In case the cost of specialized project is more than Rs. 1,000 Cr: The Bidder 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 ₹ 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 ₹ 1000 Cr., whichever is less.

<table>
<tr>
<td></td>
<td></td>
<td>more than 20% of the Estimated Project Cost.
(a2) In case the cost of specialized project is more than Rs. 1,000 Cr:
The Bidder 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 ₹ 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 ₹ 1000 Cr., whichever is less.

(b) Tunnel project:
The Bidder shall have completed at least 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 crore, 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 ₹ 1000 Cr., whichever is less.

(iv) The updation factor to update the price of the eligible projects for the year indicated in table below:
<table>
<tr><td>Year</td><td>Year-1</td><td>Year-2</td><td>Year-3</td><td>Year-4</td><td>Year-5</td></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>
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</table>

(v) No sub-contracting shall be allowed for the Major bridge work in the project.
</td>
</tr>
<tr>
<td>2.</td>
<td>Clause 2.21 of RFP</td>
<td>2.21 Performance Security
(a) Within 30 (thirty) days of receipt of Letter of Acceptance, the</td>
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		selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Appendix - X, Account Payee Demand Draft, FD, BG, 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 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, FD, BG, Banker's Cheque or an revocable 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:	Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Appendix - X, Account Payee Demand Draft, FD, E-BG, 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 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 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, FD, BG, Banker's Cheque or an revocable 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:
NIT, Section-7 of Data Sheet			
3.	Last date of Request for BID Document	**11.02.2025 up to 1500 Hrs**	27.02.2025 up to 1500hrs
4.	BID Due Date	**11.02.2025 up to 1500 Hrs**	27.02.2025 up to 1500hrs
5.	Physical Submission of Bid Security /POA etc.	**12.02.2025 up to 1500 Hrs**	28.02.2025 up to 1500hrs
6.	Opening of Technical BIDs at venue 2.11.4 (i)	**12.02.2025 up to 1530 Hrs**	28.02.2025 up to 1530hrs

(b) Modifications in DCA

<table>
<tr>
<td>1.</td>
<td>Article 7 Performance Security Of DCA</td>
<td>7.1 Performance Security

(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 physical Bank Guarantee/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 physical Bank Guarantee / 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:

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.

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

This Additional Performance Security shall be treated as part of the Performance Security.

(B) The Performance Security shall be valid until 60(sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (twenty-eight) days after Project Completion Date.

(i) The Selected Bidder has the option to provide 50% of the</td>
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(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 physical Bank Guarantee/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 5% (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 physical Bank Guarantee / 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:

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.

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

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(B) The Performance Security shall be valid until 60(sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (twenty-eight) days after Project Completion Date.

(i) The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing</td>
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		Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of this agreement. (ii) In the event the Selected Bidder fails to provide the remaining Performance Security and Additional Performance Security, if any, as prescribed herein, it may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Security and Additional Performance Security, if any, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and the Additional Performance Security is provided. For avoidance of any doubt, in case of failure of submission of Performance Security and additional Performance Security, if any, within the additional 60 days' time period, the Authority may withdraw the LOA and debar the Selected Bidder from participating in the future projects of NHIDCL for a period of One year, on account of failure of the Selected Bidder to acknowledge the LOA. Thereupon all rights, privileges, claims and entitlements of the contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority. (iii) For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the additional 60 days' time period, the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be	of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of this agreement. (ii) In the event the Selected Bidder fails to provide the remaining Performance Security and Additional Performance Security, if any, as prescribed herein, it may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Security and Additional Performance Security, if any, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and the Additional Performance Security is provided. For avoidance of any doubt, in case of failure of submission of Performance Security and additional Performance Security, if any, within the additional 60 days' time period, the Authority may withdraw the LOA and debar the Selected Bidder from participating in the future projects of NHIDCL for a period of One year, on account of failure of the Selected Bidder to acknowledge the LOA. Thereupon all rights, privileges, claims and entitlements of the contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority. (iii) For avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the additional 60 days' time period, the award shall be deemed to be cancelled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority.

		deemed to have been withdrawn by the Authority. 7.2 Extension of Performance Security and Additional Performance Security The Contractor may initially provide the Performance Security for a period of 2 (two) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Authority shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security. 7.3 Appropriation of Performance Security (i) Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default. (ii) Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate the Agreement in accordance with Article 23. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor's Default, and in the event of the Contractor not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article23. 7.4 The Authority shall return the Performance Security to the	7.2 Extension of Performance Security and Additional Performance Security The Contractor may initially provide the Performance Security for a period of 2 (two) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Authority shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security. 7.3 Appropriation of Performance Security (i) Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default. (ii) Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate the Agreement in accordance with Article 23. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor's Default, and in the event of the Contractor not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article23. 7.4 Release of Performance Security The Authority shall return the 2% of BG (out of 5%) after 6th year of maintenance viz. after laying of BC overlay (incl. Marking, Boards and road safety items) in 6th year to the Contractor & remaining 3% of Performance Security to the within 60 (sixty) days of the expiry of the Maintenance Period or the Defects Liability Period, whichever is later, under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the

		Contractor within 60 (sixty) days of the expiry of the Maintenance Period or the Defects Liability Period, whichever is later, under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified. (i) The Authority shall return the Additional Performance Security to the Contractor within 28 (twenty-eight) days from the date of issue of Completion Certificate under Article 12 of this Agreement. (ii) The Authority shall be liable to pay interest @ 9% (nine per cent) per annum for any delay in the return of Performance Security and Additional Performance Security, if any, beyond the period prescribed above for the period of delay. 7.5 Retention Money10 (i) From every payment for Works due to the Contractor in accordance with the provisions of Clause 19.5, the Authority shall deduct 6% (six per cent) thereof as E-Bank Guarantee money for performance of the obligations of the Contractor during the Construction Period (the "Retention Money") subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price. (ii) Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default. (iii) Within 15 (fifteen) days of the date of issue of the Completion Certificate, the Authority shall refund the balance of Retention Money remaining with the Authority after adjusting the amounts appropriated under the provisions of Clause 7.5(ii). (iv) The Parties agree that in the event of Termination of this Agreement, the Retention Money specified in this Clause 7.5 shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment under Clause 23.6. **(v) The contractor may, upon furnishing an irrevocable and unconditional E-Bank Guarantee substantially in the form provided**	Performance Security until all Defects identified during the Defects Liability Period have been rectified. (i) The Authority shall return the Additional Performance Security to the Contractor within 28 (twenty-eight) days from the date of issue of Completion Certificate under Article 12 of this Agreement. (ii) The Authority shall be liable to pay interest @ 9% (nine per cent) per annum for any delay in the return of Performance Security and Additional Performance Security, if any, beyond the period prescribed above for the period of delay. 7.5 Retention Money10 (i) From every payment for Works due to the Contractor in accordance with the provisions of Clause 19.5, the Authority shall deduct 6% (six per cent) thereof as E-Bank Guarantee money for performance of the obligations of the Contractor during the Construction Period (the "Retention Money") subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price. (ii) Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default. (iii) Within 15 (fifteen) days of the date of issue of the Completion Certificate, the Authority shall refund the balance of Retention Money remaining with the Authority after adjusting the amounts appropriated under the provisions of Clause 7.5(ii). (iv) The Parties agree that in the event of Termination of this Agreement, the Retention Money specified in this Clause 7.5 shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment under Clause 23.6. (v) The contractor may, upon furnishing an irrevocable and unconditional E-Bank Guarantee substantially in the form provided at Annex-III of Schedule – G, require the Authority to refund the Retention Money deducted by the Authority under the provisions of clause 7.5 (i) Provided that the refund hereunder shall be made in

		at Annex-III of Schedule – G, require the Authority to refund the Retention Money deducted by the Authority under the provisions of clause 7.5 (i) Provided that the refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price.	tranches of not less than 1% (one per cent) of the Contract Price.
2.	**19.20 Bonus for early completion (DCA)**	**Bonus for early completion**	**Deleted**
3.	**Clause 14.1 of Article 14 of DCA**	**14.1Maintenance obligations of the Contractor** (i) The Contractor shall maintain the Project Highway for a period of [5 (five) / 10 (ten)] years, corresponding to the Defects Liability Period, commencing from the date of the Completion Certificate (the "**Maintenance Period**"). For the performance of its Maintenance obligations, the Contractor shall be paid: (a) For flexible pavement with 5 years Maintenance Period including structures: no maintenance charges shall be paid for the first year; 0.50%of the Contract Price each for the second, third and fourth year; and 1% of the Contract Price for the fifth year (b) For rigid pavement with 10 years Maintenance Period including structures: 0.25% of the Contract Price each for the first, second and third year, 0.5% of the Contract Price each for fourth, fifth, sixth and seventh year, and 0.75% of the Contract Price each for eighth, ninth and tenth year. (c) For flexible perpetual pavement with 10 years maintenance period including structures: no maintenance charges shall be paid for the first year; 0.5% of the Contract Price each for the second, third and fourth year; 0.75%	**14.1Maintenance obligations of the Contractor** (ii) The Contractor shall maintain the Project Highway for a period of [5 (five) / 10 (ten)] years, corresponding to the Defects Liability Period, commencing from the date of the Completion Certificate (the "**Maintenance Period**"). For the performance of its Maintenance obligations, the Contractor shall be paid: (a) For flexible pavement with 5 years Maintenance Period including structures: no maintenance charges shall be paid for the first year; 0.50%of the Contract Price each for the second, third and fourth year; and 1% of the Contract Price for the fifth year (b) For rigid pavement with 10 years Maintenance Period including structures: 0.25% of the Contract Price each for the first, second and third year, 0.5% of the Contract Price each for fourth, fifth, sixth and seventh year, and 0.75% of the Contract Price each for eighth, ninth and tenth year. (c) For flexible perpetual pavement with 10 years maintenance period including structures: no maintenance charges shall be paid for the first year; 0.5% of the Contract Price each for the second, third and fourth year; 0.75% of the Contract Price each for the subsequent years till laying of the renewal layer or end of maintenance period, whichever is earlier. The requirement for the renewal layer shall be worked out based on the survey and investigation of the existing pavement and the cost of such renewal works shall be

		of the Contract Price each for the subsequent years till laying of the renewal layer or end of maintenance period, whichever is earlier. The requirement for the renewal layer shall be worked out based on the survey and investigation of the existing pavement and the cost of such renewal works shall be made separately to the Contractor based on the principles defined under clause 13.2(iii). After laying of the renewal layer, the Contractor shall be paid @ 0.5% of the original Contract Price each for the remaining years till the end of maintenance period. (d) For stand-alone Bridge/ Tunnel works: the contractor shall be paid @ 0.25% of the Contract Price each for the first five years and @ 0.50% of the Contract Price each for the remaining period of five years. (e) For any other works: The contractor shall be paid at the rate of 0.50% of the contract price for the entire duration of maintenance period. Above amount for the performance of Contractors' Maintenance obligations shall be, inclusive of all taxes. The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI to be determined in accordance with the provisions of Clause 19.12. It is further agreed that the Contract Price hereunder shall be reckoned with reference to the amount specified in Clause 19.1 (i), which shall be adjusted to the extent of Change of Scope and the works withdrawn under the provisions of Clause 8.3 (iii), but shall not include any price adjustments in pursuance of Clause 19.10.	made separately to the Contractor based on the principles defined under clause 13.2(iii). After laying of the renewal layer, the Contractor shall be paid @ 0.5% of the original Contract Price each for the remaining years till the end of maintenance period. (d) For stand-alone Bridge/ Tunnel works: the contractor shall be paid @ 0.25% of the Contract Price each for the first five years and @ 0.50% of the Contract Price each for the remaining period of five years. (e) For any other works: The contractor shall be paid at the rate of 0.50% of the contract price for the entire duration of maintenance period. (f) For flexible pavement with 10 years Maintenance Period including structures: Maintenance Charge @3.5% of contract price with 10-year maintenance period and additional cost @1.5% of Contract price for overlay on 6th year, wherein, no maintenance charges shall be paid for first year, 0.5% of the contract price each for the second, third, fourth and fifth year, 1.5% of contract price for sixth year for overlay, no maintenance charges shall be paid for seventh year and 0.5% of the contract price for each subsequent year till completion of maintenance period. Above amount for the performance of Contractors' Maintenance obligations shall be, inclusive of all taxes. The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI to be determined in accordance with the provisions of Clause 19.12. It is further agreed that the Contract Price hereunder shall be reckoned with reference to the amount specified in Clause 19.1 (i), which shall be adjusted to the extent of Change of Scope and the works withdrawn under the provisions of Clause 8.3 (iii), but shall not include any price adjustments in pursuance of Clause 19.10.

4.	Clause 1 of Schedule-E	1. **Maintenance Requirements** 1.1. The Contractor shall, at all-time maintain the Project Highway in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits. 1.2 The Contractor shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Schedule-E within the time limit specified therein and any failure in this behalf shall constitute non-fulfillment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the Authority shall be entitled to effect reduction in monthly lump sum payment as set forth in Clause 14.6 of this Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof. 1.3. All Materials, works and construction operations shall conform to the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (FIFTH REVISION, April 2013)", including latest corrections slips, issued by the Ministry of Surface Transport & Highways, Government of India and published by the Indian Roads Congress. Where the specifications for a work are not given, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer.	1. **Maintenance Requirements** 1.1. The Contractor shall, at all-time maintain the Project Highway in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits. 1.3 The Contractor shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Schedule-E within the time limit specified therein and any failure in this behalf shall constitute non-fulfillment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the Authority shall be entitled to effect reduction in monthly lump sum payment as set forth in Clause 14.6 of this Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof. 1.3. All Materials, works and construction operations shall conform to the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (FIFTH REVISION, April 2013)", including latest corrections slips, issued by the Ministry of Surface Transport & Highways, Government of India and published by the Indian Roads Congress. Where the specifications for a work are not given, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer. 1.4. Maintenance period is considered for 10 years, with BC overlay including road marking signages, etc., shall be carried out in the sixth year.
5.	Clause 2 of Schedule-H	2. **Procedure for payment for Maintenance.** 2.1 The cost for maintenance shall be as stated in Clause 14.1.(i) 2.2 Payment for Maintenance shall be made in quarterly instalments in accordance with the provisions of Clause 19.7.	2. **Procedure for payment for Maintenance.** 2.1 The cost for maintenance shall be as stated in Clause 14.1.(i) 2.2 Payment for Maintenance shall be made in quarterly instalments in accordance with the provisions of Clause 19.7. 2.3 Maintenance Charge @3.5% of contract price with 10-year maintenance period and additional cost @1.5% of Contract price for BC overlay including road marking signages, etc., on 6th year, wherein, no maintenance charges shall be paid for first year, 0.5% of the contract price each for the second, third, fourth and fifth

			year, 1.5% of contract price for sixth year for overlay, no maintenance charges shall be paid for seventh year and 0.5% of the contract price for each subsequent year till completion of maintenance period.

General Manager (Tech)
HQ NHIDCL.

National Highways & Infrastructure Development Corporation Ltd. ★ New Delhi ★