#### राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार प्रथम तल, टावर ए, वर्ल्ड ट्रेंड सेंटर, नौरोजी नगर, नई दिल्ली—110029,







National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Government of India
First Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi-110029, Tel: +91 11 26768950, www.nhidcl.com

(भारत सरकार का उद्यम)

( A Government of India Enterprise)

## NHIDCL/HQ/WB/Lava-Pedong/2025/248388/3029

22.07.2025

To,

All the Prospective Bidders,

Name of work: "Widening and Up-gradation of existing carriageway into 2-lane with paved shoulder from Lavamore to Start of Pedong Bypass along NH-717A from existing km 61.100 to km 79.700 in the State of West Bengal on EPC Mode."-Corrigendum-03: Reg.

Tender ID: 2025\_NHIDC\_861248\_1

### Corrigendum No. 03

V		
Clause	Existing Provision	Modified Provision
Sheet-II (Annex-I to Schedule-B)		Clear Copy of Utility Relocation Plan is enclosed.
2.21.1 (i) and 2.21.1 (ii) of RFP	(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.	(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.
Annex – II (Schedule - G) (See Clause 19.2)	Form for Guarantee for Advance Payment.	Refer Annexure-A of NHIDCL Circular No. 30/2025 dated 28.04.2025 (Copy enclosed) regarding Form for Insurance Surety Bond for Advance Payment.

Article 19 of DCA.	Article 19.2 (ii), (iii), (iv), (vi) & (vii)	Refer Annexure-B of NHIDCL Circular No. 30/2025 dated 28.04.2025 ( <i>Copy enclosed</i> ) regarding <b>Payments</b> .
2.2.2.6 (i) (c) of RFP	For projects upto Rs. 100 Cr.: the capital cost of the project should be more than 5% of the amount specified as the Estimated Project Cost; and  For projects more than Rs. 100 Cr.: the capital cost of the project should be more than 10% of the amount specified as the Estimated Project Cost.	For projects upto Rs 100 crore: No Change  For projects more than Rs 100 crore: the capital cost¹ of the project should be more than 10% of the amount specified as the Estimated Project Cost and receipts² of less than 10% of the
		Estimated Project Cost.  1 The actual capital cost of the project should be more than 10% of the amount specified as the estimate project cost.  2 The actual capital cost of the project should be less than 10% of estimate project cost.
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 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, In the case of a Joint Venture (JV), each member is required to hold a minimum of 26% (twenty six percent) in the JV.	Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall met at least 60% requirements of Bid Capacity, Technical and Financial Capacity, required as per 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, In the case of a Joint Venture (JV), each member is required to hold a minimum of 26% (twenty six percent) of the total equity or shareholding in the JV.

\*Rest of the provisions of RFP shall remain unchanged.

- 2. Further, the following additional provisions are also added in the subject project:
  - (i) <u>Damage to structures outside ROW</u>:- The Contractor shall adopt such work methodology ensuring that there shall be no damages to structures located outside RoW (either private or Govt. structures such as permanent or temporary building structures, sheds, utilities, trees, or other immovable structures) on account of the construction and maintenance of the project highway. To avoid the above issues, it is clarified that the cost of the repair/damaged structures, failing outside the ROW, should be borne by the Contractor, wherever damages are on account of the Contractor. Further, it is Contractor's responsibility to retain videographic and photographic records of structures at



vulnerable areas.

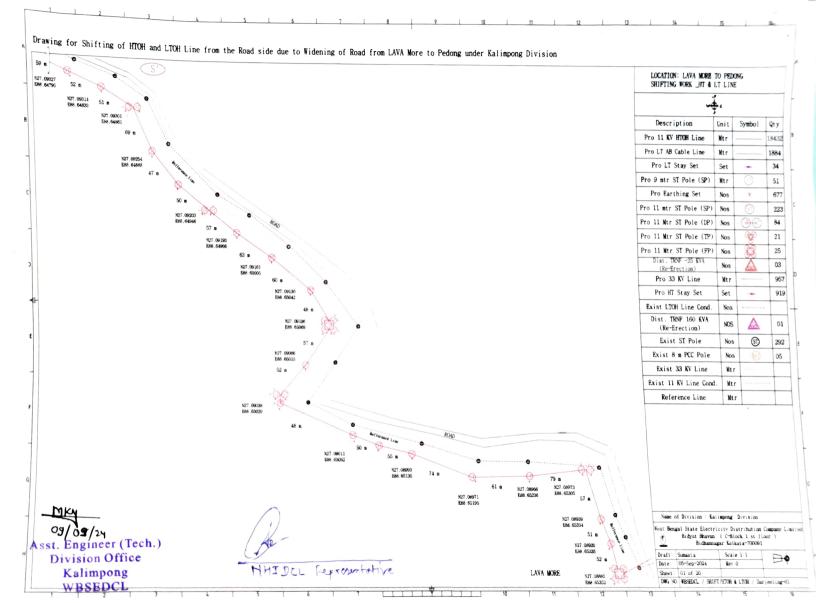
(ii) (Muck Dump Disposal:- The proposed project would involve a number of civil engineering activities leading to the production of muck. The EPC Contractor shall have to present a Muck Disposal Plan according to the applicable rules and regulations of the Government of West Bengal and the Government of India. The excavated material available from the excavation may be used by the EPC Contractor for the construction of project-related works, provided it meets the standards and specifications as defined in Schedule D and after payments of all applicable royalties and levies, including taxes as per the Government of West Bengal and the Government of India rules and regulations. The EPC Contractor shall relocate and dump the excess material (at its own cost) at the suitable area identified by the Authority, in a way to avoid any negative impact on the terrestrial and aquatic environment.

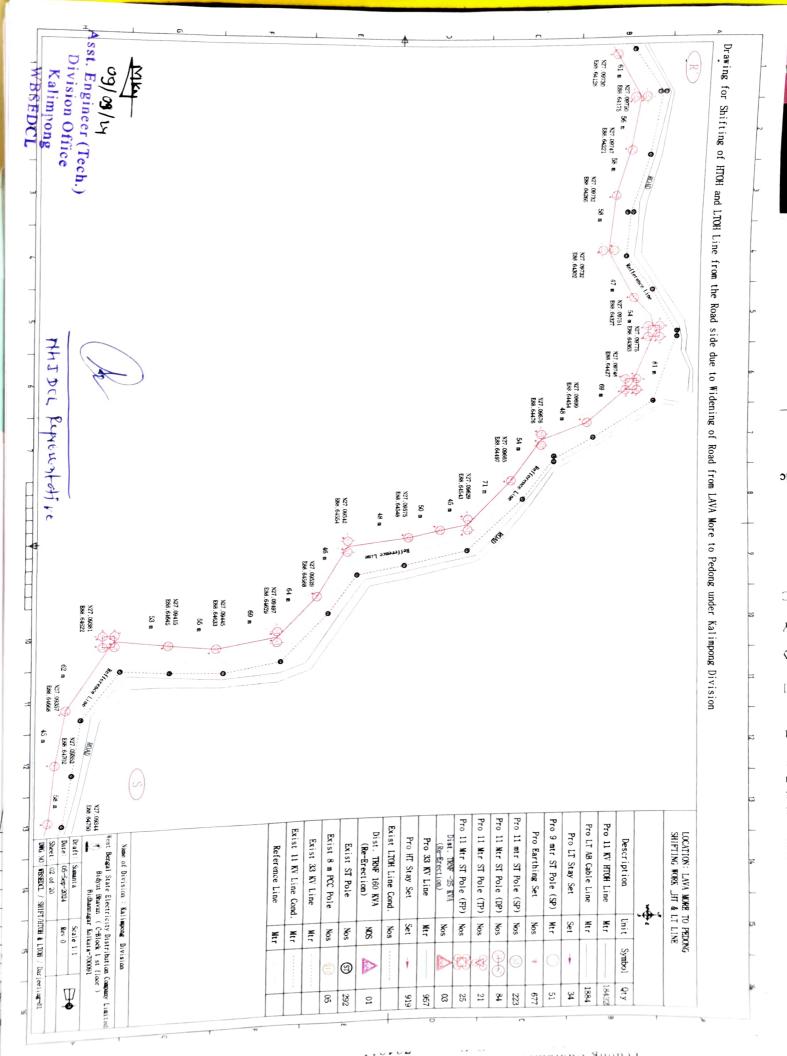
If additional area is required more than the suitable area identified by the Authority, the Contractor shall have to identify the excess suitable area in or around the project site, at its own cost, to relocate and dump the excess material in accordance with the applicable rules and regulations of the Government of West Bengal and the Government of India. For stabilization of dumped material, engineering measures and/or other measures, retaining structures shall be proposed by the EPC Contractor (at its own cost), with individual plans and cross sections for all muck disposable areas. The NGT Order dated 01.11.2018 shall be followed for the disposal of muck.

3. This is for information & necessary action.

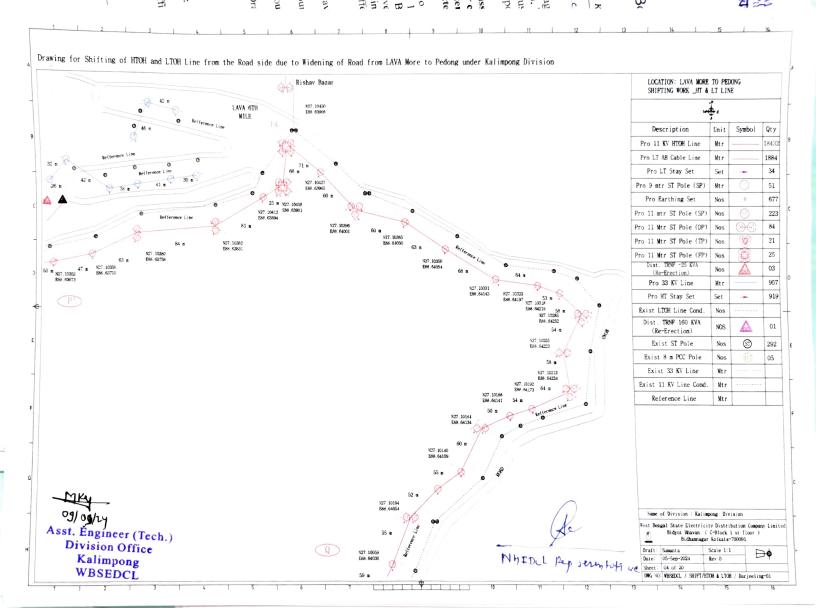
Yours faithfully,

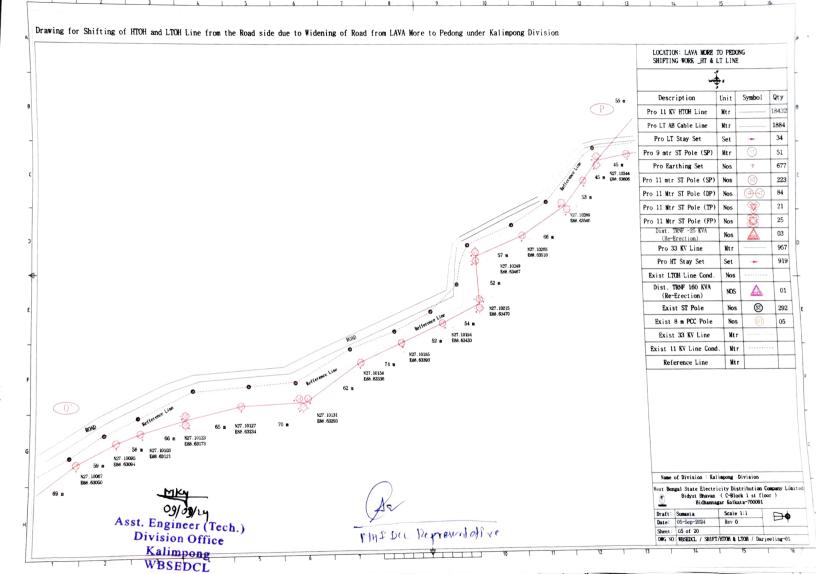
(Ankush Mehta) General Manager (T)

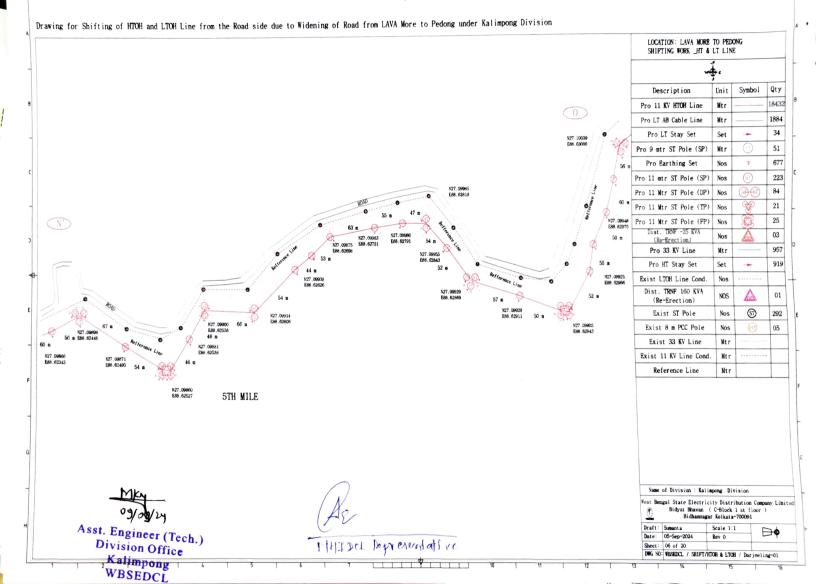


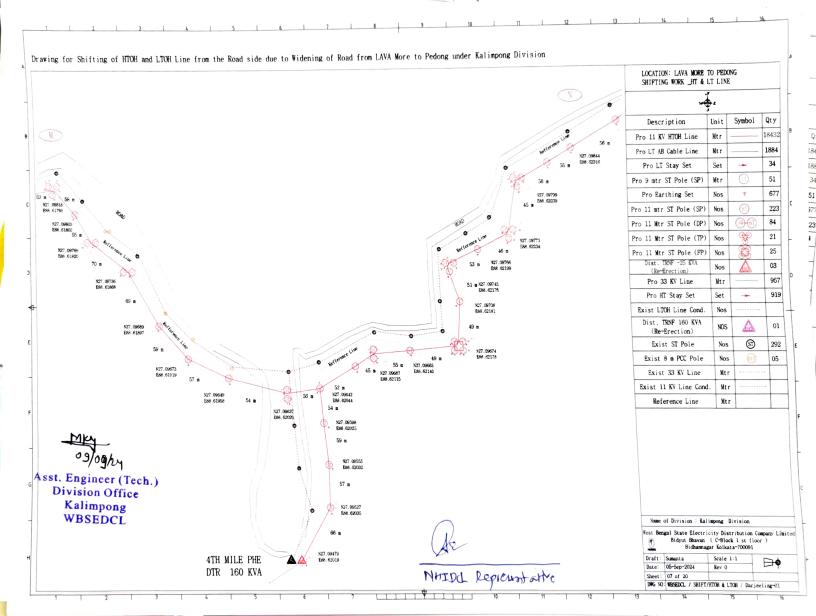


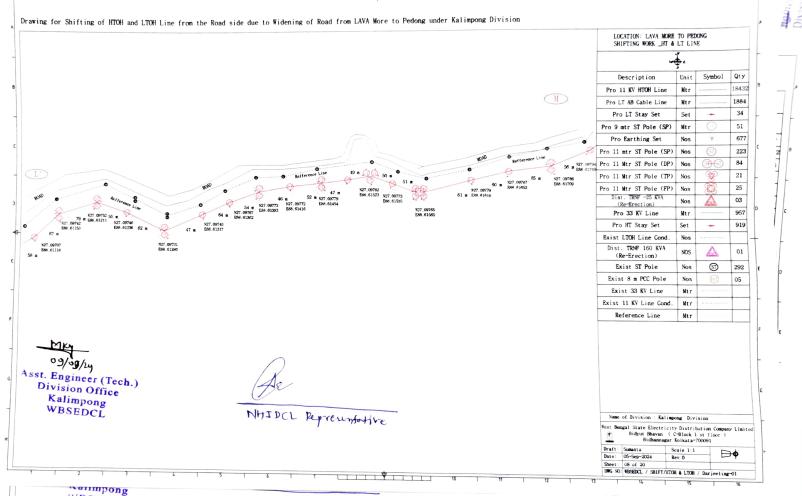
Drawing for Shifting of HTOH and LTOH Line from the Road side due to Widening of Road from LAVA More to Pedong under Kalimpong Division LOCATION: LAVA MORE TO PEDONG PR9 63000 SHIFTING WORK \_HT & LT LINE 127.09985 EAR 63975 Symbol Qty Description Unit 77 m 18432 Pro 11 KV HTOH Line Mtr Pro LT AB Cable Line Mtr 1884 Pro LT Stay Set Set 34 E88.63978 Pro 9 mtr ST Pole (SP) Mtr 51 N27.09896 51 D88.63965 Pro Earthing Set 677 Nos \* Pro 11 mtr ST Pole (SP) 223 ESS 63954 £88.63917 Pro 11 Mtr ST Pole (DP) Nos 84 N27 . 09856 E88.63889 Nos ¥ Pro 11 Mtr ST Pole (TP) 21 25 Pro 11 Mtr ST Pole (FP) Nos Dist. TRNF -25 KVA S5 m 03 Nos (Re-Erection) 957 Pro 33 KV Line Mtr N27.09821 E88.63874 Pro HT Stay Set Set 919 Exist LTOH Line Cond. Nos 50 m Dist. TRNF 160 KVA 01 NOS (Re-Erection) ST Exist ST Pole 292 Exist 8 m PCC Pole Nos 05 N27.09738 PRN 63863 Exist 33 KV Line Mtr 50 m Exist 11 KV Line Cond. Mtr N27.09708 E88.63841 Reference Line Mtr 52 m N27.09690 E88.63813 N27.09673 E88.64051 N27.09653 61 m E88.63814 Name of Division : Kalimpong Division N27.09629 Asst. Engineer (Tech.) West Bengal State Electricity Distribution Company Limited 52 m Bidyut Bhavan (C-Block 1 st floor ) N27.09619 Bidhannagar Kolkata-700091 51 m N27.09626 57 m E88.63849 N27.09619 E88.63969 Division Office Draft: Scale 1:1 E88.64015 Sumanta E88.63932  $\Rightarrow$ MHIDCL 05-Sep-2024 Date: Rev 0 Kalimpong N27 09600 Sheet: 03 of 20 E88.63883 DWG NO: WBSEDCL / SHIFT/HTOH & LTOH / Darjeeling-01 WBSEDCL

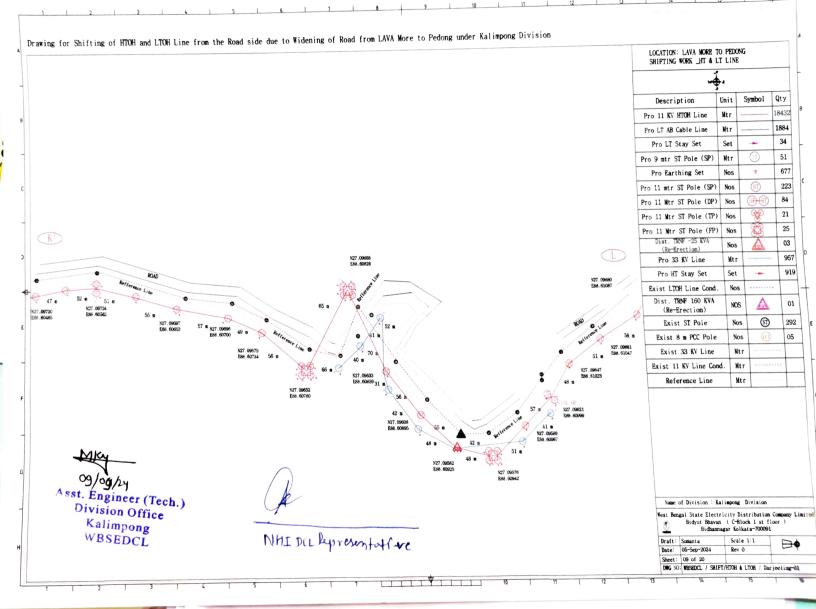


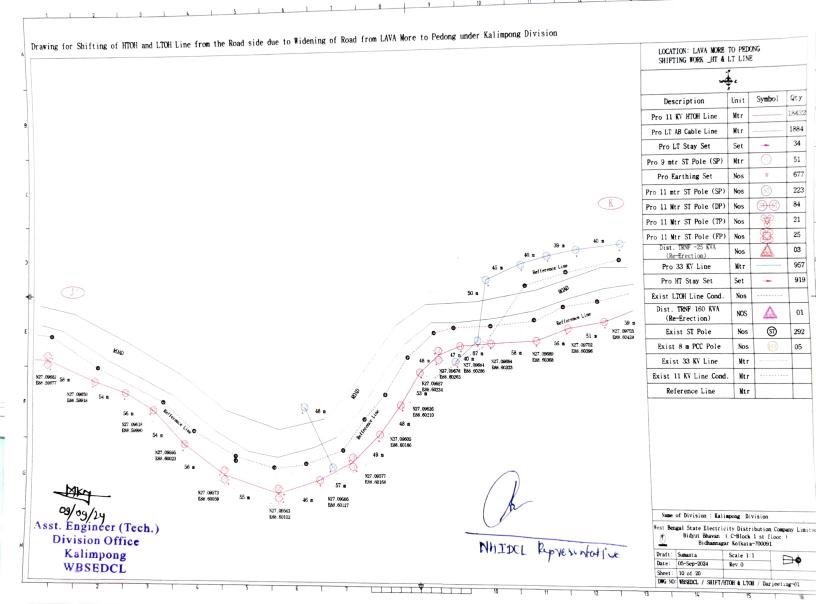


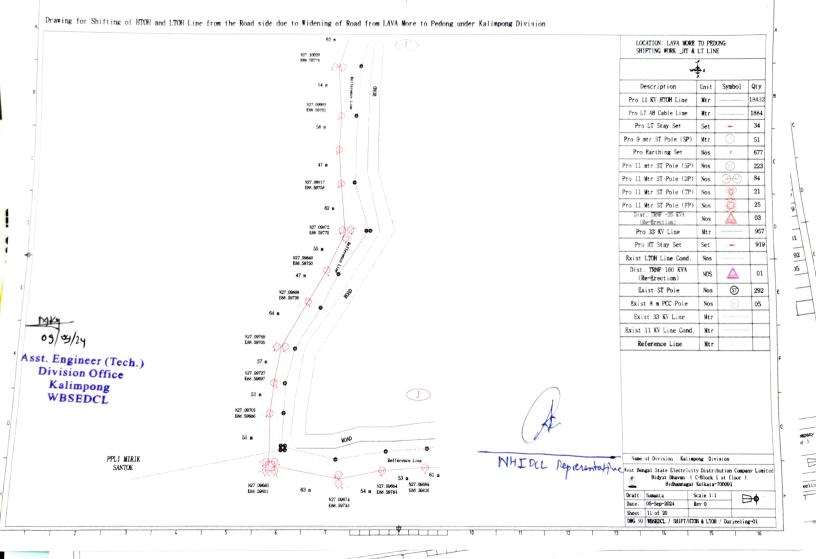


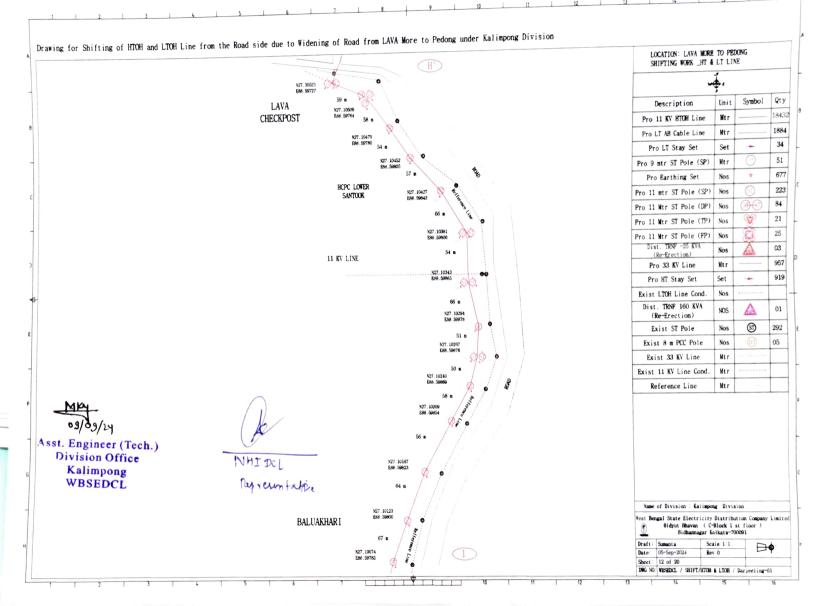




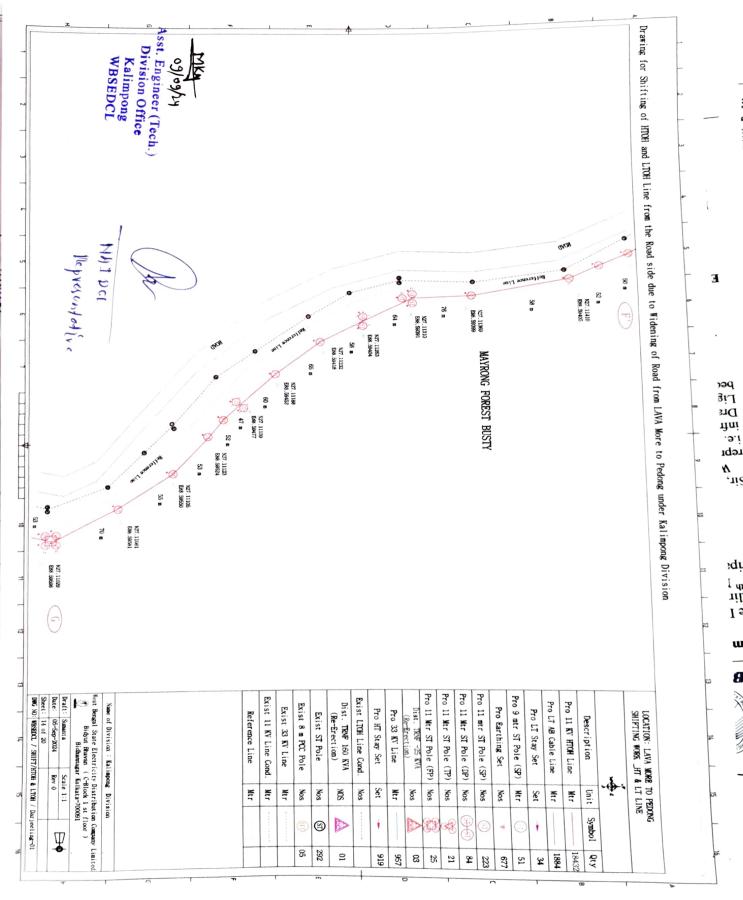








Drawing for Shifting of HTOH and LTOH Line from the Road side due to Widening of Road from LAVA More to Pedong under Kalimpong Division LOCATION: LAVA MORE TO PEDONG SHIFTING WORK \_HT & LT LINE 57 m N27.10946 D88 . 59553 Description Unit Symbol Qty Pro 11 KV HTOH Line 18432 Pro LT AB Cable Line Mtr 1884 Pro LT Stay Set Set 34 Pro 9 mtr ST Pole (SP) 51 Pro Earthing Set 677 Pro 11 mtr ST Pole (SP) 223 Pro 11 Mtr ST Pole (DP) Nos (ST) (ST 84 Pro 11 Mtr ST Pole (TP) Nos **₩** N27.10843 21 Pro 11 Mtr ST Pole (FP) 25 Dist. TRNF -25 KVA 03 Nos (Re-Erection) Pro 33 KV Line N27.10791 Mtr 957 P88 59509 Pro HT Stay Set Set 919 Exist LTOH Line Cond. 74 m Nos Dist. TRNF 160 KVA 01 NOS N27.10739 (Re-Erection) E88.59536 Exist ST Pole (23) Nos 292 Exist 8 m PCC Pole Nos 05 Exist 33 KV Line Exist 11 KV Line Cond. Mtr N27.10676 E88 .59637 Reference Line Mtr N27.10650 09/09/29 58 m Asst. Engineer (Tech.) N27.10608 E88.59673 Division Office Kalimpong N27.10579 WBSEDCL Name of Division : Kalimpong Division NHIPCL Representative West Bengal State Electricity Distribution Company Limited Bidyut Bhavan (C-Block 1 st floor ) Bidhannagar Kolkata-700091 N27.10540 Sumanta Scale 1:1 E88.59729  $\Rightarrow$ 05-Sep-2024 Date: Rev 0 13 of 20 Sheet: DWG NO: WESEDCL / SHIFT/HTOH & LTOH / Darjeeling-01



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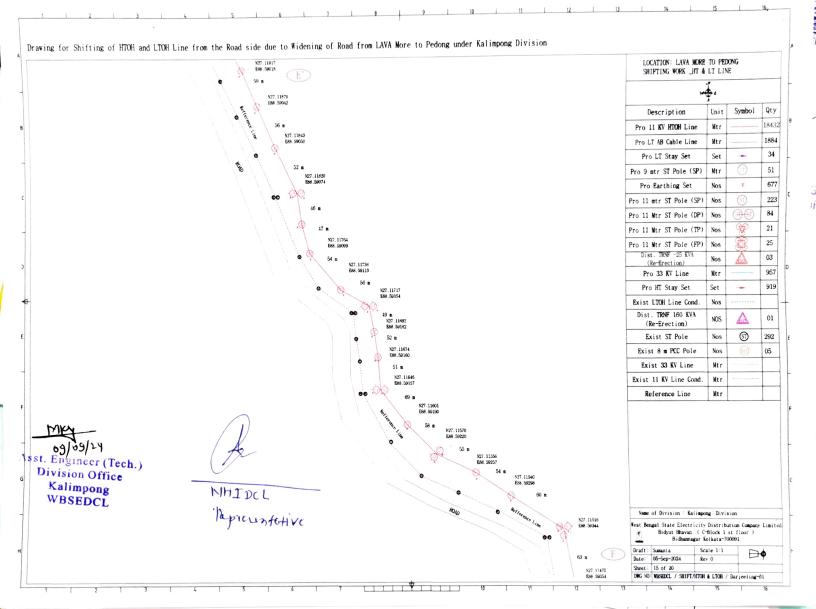
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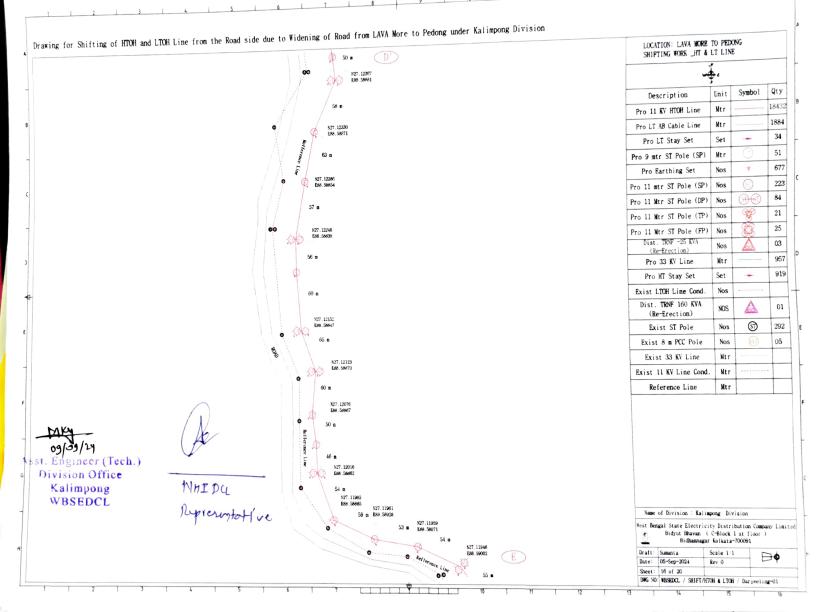
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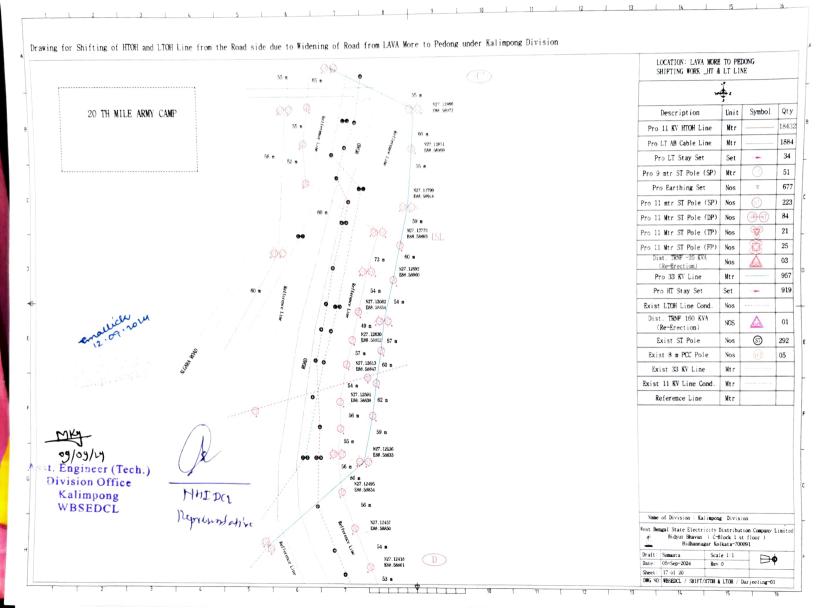
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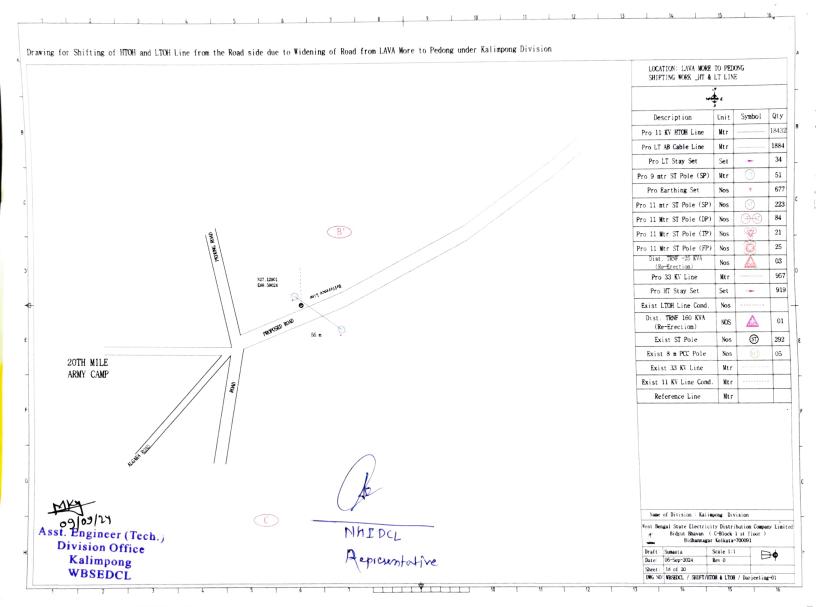
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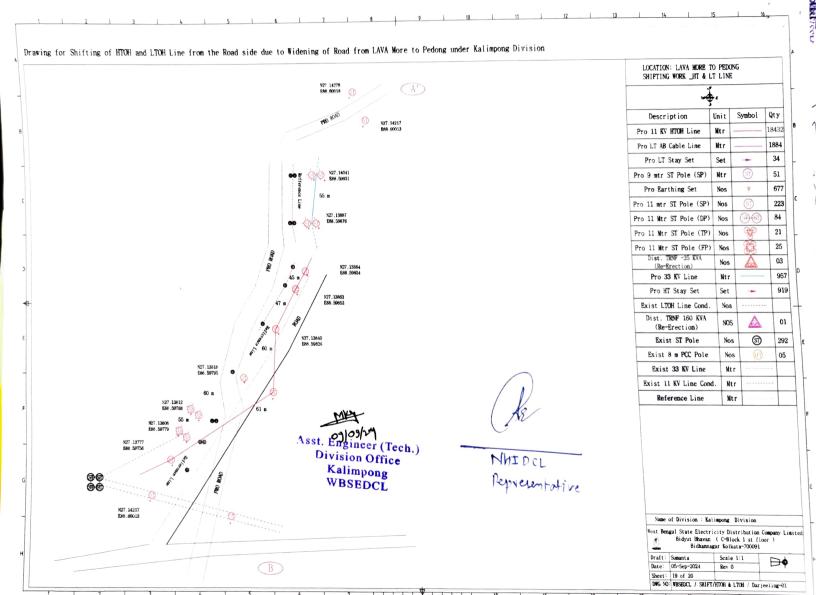


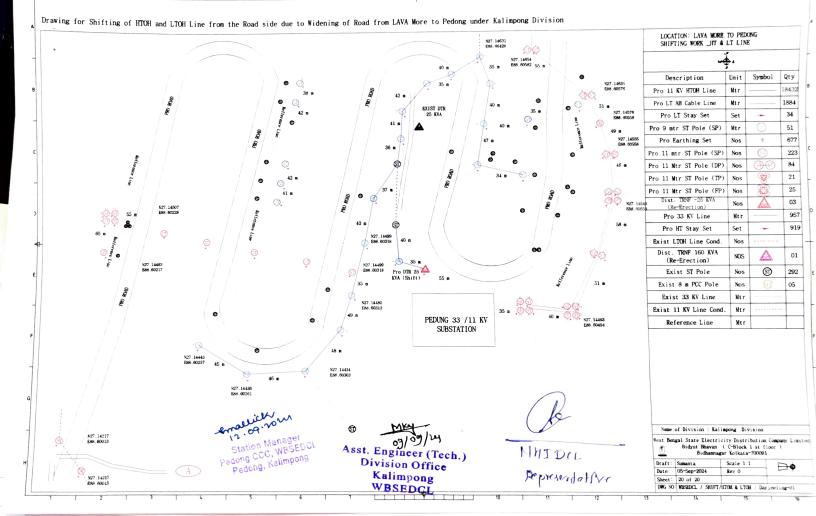














# National Highways & Infrastructure Development Corporation Limited (A Public Sector Undertaking under the Ministry of Road, Transport & Highways, Govt. of India)

CIN -U45400DL2014GOI269062

1st & 2nd Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi-110029

#### No. NHIDCL/HQ/FINANCE/BGMATTER/E-209731

Dated 28th April 2025

#### Circular No 30/2025

Sub: Standard Operating Procedure for inclusion of Provision regarding accepting Insurance Surety Bonds (ISB) for Mobilization Advance in EPC Contracts

Ministry of Finance, Department of Expenditure notified amendment in GFR Rule 170 (i) and Rule 171 (i) regarding Bid Security and Performance Security vide their OM dated 5<sup>th</sup> August 2022. In line with the amendment in the GFR 2017, MoRTH issued OM dated 31<sup>st</sup> May 2023 relating to inclusion of e-Bank Guarantee and Insurance Surety Bonds as means to accept 'Bid Security' and 'Performance Security', and also made amendment in the RFP and Model Contract Agreements of EPC, HAM and BOT Modes. Accordingly, NHIDCL issued a Policy Circular No. NHIDCL/ HQ/Tender Policy/2022-Part (1)/E-215914 dated 26<sup>th</sup> July 2023 for accepting 'Insurance Surety Bonds' as a means to accept 'Bid Security' and 'Performance Security'. On 2<sup>nd</sup> January 2025, NHAI issued Policy Circular No. 3.1.41/2025 for accepting Insurance Surety Bonds for Mobilization advance also.

Accordingly, it has been decided to accept the 'Insurance Surety Bond' as a security for Mobilization Advance in EPC contracts with immediate effect. The relevant existing clauses *vis-à-vis* amended clauses of the Standard Documents for EPC contracts will also change accordingly. All concerned are requested to ensure compliance of these SOP.

A copy of these formats is also attached at Annexure 'A' and Annexure 'B' for implementation.

This issues with the approval of the Competent Authority.

(Mahesh Gupta) Dy. General Manager (Fin.)

Encl: Annexure "A" and "B"

To:

All Officers of NHIDCL at HQ and ROs

Copy for information to:

- 1. PPS to MD.
- 2. PS to Director (A&F),
- 3. PS to Director (T)-1, and PS to Director (T)-2,
- 4. GM (IT) for uploading on Employee Portal, and
- 5. Assistant Director (Rajbhasha) for translation in Rajbhasha.

#### Annexure - II (Schedule - G)

(See Clause 19.2)

#### Annexure-II: Form for Insurance Surety Bond for Advance Payment

To,
The Managing Director,
National Highways and Infrastructure Development Corporation of India Limited,
1<sup>st</sup> & 2<sup>nd</sup> Floor, Tower A, World Trade Centre, Nauroji Nagar,
New Delhi-110029

#### WHEREAS:

- (A) [Name and address of contractor] (hereinafter called the "Contractor") has executed an agreement (hereinafter called the "Agreement") with the [name and address of the authority], (hereinafter called the "Authority") for the construction of the \*\*\*\* section of [National Highway No. \*\*] on Engineering, Procurement and Construction (the "EPC") basis, subject to and in accordance with the provisions of the Agreement.
- (C) We,...... through our branch at ...... (the "Insurance Company" have agreed to furnish this Insurance Surety Bond (hereinafter called the "Guarantee") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably, guarantees and affirms as follows:

(1) The Insurance Company hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the authority,

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<sup>&</sup>lt;sup>\$</sup> The guarantee amount should be equivalent to 110% of the value of the applicable installment.

upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

A letter from the Authority, under the hand of an officer not below the rank of General Manager in the National Highways and Infrastructure Development Corporation of India Limited that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Insurance Company.

The Insurance Company further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Insurance Company, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

- (2) In order to give effect to this Insurance Surety Bond, the Authority shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance Company, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.
- (3) It shall not be necessary, and the Insurance Company hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.
- (4) The Authority shall have the liberty, without affecting in any manner the liability of the Insurance Company under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Insurance Company shall not be released from its liability and obligation 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 Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Insurance Surety Bond from its liability and obligation under this Guarantee and the Insurance Company hereby waives all of its rights

while

under any such law.

- (5) This Insurance Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.
- (6) Notwithstanding anything contained herein before, the liability of Insurance Company under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Insurance Company under this Guarantee all rights of the Authority under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relieved from its liabilities hereunder.
- (7) The Insurance Surety Bond shall cease to be in force and effect on S\*\*\*\*. Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Insurance Company shall be discharged from its liabilities hereunder.
- (8) The Insurance Company undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Insurance Company.
- (9) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Insurance Company at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- (10) This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed	and	sealed	this	day of	20	at	
0	****	o our ou		uu y UI	40	at	

SIGNED, SEALED AND DELIVERED

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<sup>&</sup>lt;sup>5</sup> Insert a date being 90 (ninety) days after the end of one year from the date of payment of the Advance payment to the Contractor (in accordance with Clause 19.2 of the Agreement)

For and on behalf of the Insurance Company by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

#### NOTES:

- (i) The Insurance Surety Bond should contain the name, designation and code number of the officer(s) signing the Insurance Surety Bond.
- (ii) The address, telephone number and other detail of the head of the Insurance Company as well as issuing branch should be mentioned on the covering letter of issuing branch.

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# Draft Article 19 of Standard EPC Agreement

SI.	Clause	Existing Clause	Amended Clause		
No.					
	clause 19.2 (ii)	P-Article 19 (Payments)  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 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.	for the works and  (b) These new equipment should be procured in the name of Contractor and		
		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.	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.		

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Clause 19.2 (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.

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 bank or Insurance Surety Bond from Insurance Company 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.

Clause 19.2 (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 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.

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 guarantee from a Bank or Insurance Surety Bond from Insurance Company 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 or Insurance Surety against Advance Payment 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 or Insurance Surety Bond shall remain effective till full repayment of such part advance corresponding to this bank guarantee or Insurance Surety Bond. Such part of Bank Guarantee or Insurance Surety Bond shall be returned to the Contractor on recovery under the Agreement of the full amount of such part guarantee or **Insurance Surety Bond** within 30 (thirty) days of the said recovery.

why

Clause	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 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 Bank Guarantee for the Advance Payment.	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 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 Bank Guarantee or Insurance Surety Bond for the Advance Payment.
Clause 19.2 (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.	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.

why

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 **Bank Guarantee** for the Advance Payment. For the avoidance of doubt, the aforesaid interest shall be payable on the unrecovered balance.

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 Bank Guarantee or Insurance Surety Bond for the Advance Payment. For the avoidance of doubt, the aforesaid interest shall be payable on the unrecovered balance.

Mary