



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)

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भाराराप्रा/ नीति दिशानिर्देश / मानक दस्तावेज /2026 नीति परिपत्र संख्या 11.84 / 2026 दिनांक 13th फ़रवरी, 2026

((ई-ऑफिस फ़ाइल सं. CDMDIV- 25/3/2026-CMD Division (कंप्यूटर सं. 3070004) पर लिए गए निर्णय))

NHAI/Policy Guidelines/ Standard Documents /2026 Policy Circular No.11.84 / 2026 dated 13th February, 2026

{(Decision taken on E-office file No. CDMDIV -25/3/2026 - CMD Division (Comp. No. 307004))}

विषय: भाराराप्रा स्तर पर स्वीकृत एनआरसीडब्ल्यू, ओएंडएम/एसटीएमसी, ब्लैकस्पॉट कार्य आदि की चल रही निविदा प्रक्रियाओं एवं भावी कार्यों में अतिरिक्त निष्पादन प्रतिभूति, विवाद निवारण तंत्र तथा बीमा श्योरिटी बॉन्ड से संबंधित प्रावधानों में संशोधन।

Sub: Modifications in the provisions relating to Additional Performance Security, Dispute Resolution Mechanism and Insurance Surety Bonds in ongoing bidding processes and future works of NRCW, O&M/STMC, Black Spot Works, etc. sanctioned at NHAI level.

संज्ञान में आया है कि भाराराप्रा के क्षेत्रीय अधिकारी वर्तमान में ओएंडएम/ब्लैकस्पॉट्स/एसटीएमसी से संबंधित कार्यों के लिए भाराराप्रा नीति मामला-तकनीकी (213/2016) दिनांक 01.09.2016 द्वारा जारी ओएंडएम कार्यों के लिए मानक निविदा दस्तावेज का उपयोग कर रहे हैं। इसी प्रकार, भाराराप्रा नीति परिपत्र संख्या 11.78/2025 दिनांक 01.12.2025 द्वारा परिचालित मद दर (प्रतिशत) आधार पर एफआईडीआईसी दस्तावेज पर आधारित गैर-नियमित सिविल कार्यों के लिए मानक बोली दस्तावेज का उपयोग ओएंडएम/ब्लैकस्पॉट्स/एसटीएमसी/ मद दर (प्रतिशत) आधार पर कार्यों के लिए किया जा रहा है। इसके अतिरिक्त, सड़क परिवहन और राजमार्ग मंत्रालय द्वारा दिनांक 05.03.2019 को जारी मानक आरएफपी और मानक ईपीसी अनुबंध, समय-समय पर संशोधित, को भाराराप्रा स्तर पर अनुमोदित ईपीसी आधार पर गैर-नियमित सिविल कार्यों के लिए अपनाया जा रहा है।

It has been observed that NHAI Regional Officers are presently using the Standard Bid Document for O&M Works issued vide NHAI Policy Matter-Technical (213/2016) dated 01.09.2016 for works relating to O&M/Blackspots/STMC. Similarly, the Standard Bidding Document for Non-Regular Civil Works based on FIDIC document on Item Rate (Percentage) basis, circulated vide NHAI Policy Circular No. 11.78/2025 dated 01.12.2025 is being used for O&M/Blackspots/STMC/Item Rate (Percentage) basis works. Further, the Standard RFP and Standard EPC Agreement issued by MoRTH on 05.03.2019 as amended from time to time, are being adopted for Non-Regular Civil Works on EPC basis approved at the level of NHAI.

Contd.2/-

2. कार्यकारी समिति (ईपीसी) ने दिनांक 09.02.2026 को आयोजित अपनी 702वीं बैठक में ईपीसी कार्यसूची मद संख्या 702.01(10) द्वारा निर्णय लिया है कि भाराराप्रा स्तर पर स्वीकृत एनआरसीडब्ल्यू/ब्लैकस्पॉट कार्य (मद दर एवं ईपीसी), ओएंडएम अनुबंध आदि की कम बोली वाली निविदाओं के लिए अतिरिक्त निष्पादन प्रतिभूति, मध्यस्थता खंड और बीमा प्रतिभूति बांड से संबंधित संशोधनों को चल रही बोली प्रक्रियाओं के साथ-साथ भविष्य के ऐसे सभी कार्यों में शामिल किया जाएगा।

Executive Committee (EC), in its 702nd Meeting held on 09.02.2026, vide EC Agenda Item No. 702.01(10), has decided that the amendments relating to Additional Performance Security for low-quoted bids, arbitration clause and Insurance Surety Bond in bids of NRCW/Blackspot Works (Item Rate & EPC), O&M Contracts, etc., sanctioned at NHAI level shall be incorporated in ongoing bidding processes as well as in all future such works.

3. उपरोक्त के आलोक में, तत्काल प्रभाव से निम्नलिखित संशोधन किए जाते हैं:
In the light of the above, the following amendments are made with immediate effect:

3.1 नीति मामला-तकनीकी (213/2016) दिनांक 01.09.2016 द्वारा जारी संचालन एवं रखरखाव कार्यों के लिए मानक बोली दस्तावेज में संशोधन। (अनुलग्नक-1)
Amendments to the Standard Bid Document for Operation & Maintenance Works issued vide Policy Matter-Technical (213/2016) dated 01.09.2016. (Annexure-1)

3.2 भाराराप्रा नीति परिपत्र दिनांक 01.12.2025 के अनुसार मद दर (प्रतिशत) आधार पर गैर-नियमित सिविल कार्यों के लिए एफआईडीआईसी दस्तावेज के आधार पर मानक बोली दस्तावेज में संशोधन। (अनुलग्नक - 2)
Amendments to the Standard Bidding Document for Non-Regular Civil Works based on FIDIC document on Item Rate (Percentage) basis circulated vide NHAI Policy Circular dated 01.12.2025. (Annexure-2)

3.3 भाराराप्रा स्तर पर अनुमोदित ईपीसी आधार पर किए गए गैर-नियमित सिविल कार्यों के लिए सड़क परिवहन और राजमार्ग मंत्रालय द्वारा दिनांक 05.03.2019 को जारी मानक आरएफपी और मानक ईपीसी अनुबंध में समय-समय पर संशोधन। (अनुलग्नक - 3)
Amendments to the Standard RFP and Standard EPC Agreement issued by MoRTH on 05.03.2019, as amended from time to time, for application to Non-Regular Civil Works taken up on EPC basis and approved at the level of NHAI. (Annexure-3)

4. यह भी निर्णय लिया गया है कि जिन मामलों में बोली की नियत तिथि निर्धारित है, बोली की नियत तिथि को 7 दिनों तक बढ़ाया जाएगा और उपरोक्त प्रावधानों को शामिल करने के बाद ही बोलियाँ प्राप्त की जाएंगी।

It has also been decided that in cases where the bid due date is fixed, the Bid Due Date shall be extended by 7 days and bids shall be received only after incorporating the aforesaid provisions.


Contd.3/-



5. यह सक्षम प्राधिकारी के अनुमोदन से जारी किया जाता है।
This issues with the approval of the Competent Authority.

संलग्नक: यथोपरि

Encl : As stated above


13/02/2026

(सीएस. संजय कुमार पटेल/ CS. Sanjay Kumar Patel)
प्रभारी मुख्य महाप्रबंधक(समन्वय) (i/c.) Chief General Manager (Coord.)

प्रति/ To:

भाराराप्रा मुख्यालय/आरओ/पीआईयू/सीएमयू/साइट कार्यालयों के सभी अधिकारी।
All Officers of NHAI HQ/ ROs/ PIUs/ CMUs/ Site Offices.

प्रतिलिपि/ Copy to:

1. पुस्तकालय की साइट पर प्रकाशन के लिए पुस्तकालय को।
Library for hosting the Circular on Library Site.
2. परिचालन के लिए वेब एडमिन को।
Web Admin for Circulation.
3. सचिव, सड़क परिवहन और राजमार्ग मंत्रालय के प्रधान निजी सचिव को सूचनार्थ।
PPS to Secretary, MoRTH for Kind Information.

Amendments in the Standard Bid Document for Operation & Maintenance Works (O&M) Contract for sections of NHs issued vide NHAI Policy Matter- Technical (213/2016) dated 01.09.2016

S.No.	Amendments
1	<p>The existing Clause 12.2 (a) of Instruction to Bidders of Section -II is modified as under:</p> <p>Earnest Money/Bid Security in accordance with Clause 16</p>
2	<p>The existing Clause 16 of Instruction to Bidders of Section -II is modified as under:</p> <p>16. Earnest Money/Bid Security/Forfeiture/ Debarment</p> <p>16.1 The Bidder shall furnish as part of its BID, a BID Security in the form of Insurance Surety as Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India) in the form set forth in Section IV (for Form of Bank Guarantee for Bid Security, Form of Surety Bond for Bid Security, Form of Bank Guarantee for Performance Security/ Additional Performance Security, Form of Surety Bond for Performance Security/ Additional Performance Security) , Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) in the form set forth in Section IV 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 Employer and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended may be mutually agreed between the Employer and the Bidder from time to time. The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The Bank Guarantee (including c-Bank Guarantee) shall be transmitted through SFMS Gateway to NHAI's Bank. In case the Bank Guarantee/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 Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee /e-Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.</p> <p>16.2 Deleted</p> <p>16.3 Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.</p> <p>16.4 The Earnest Money of unsuccessful bidders will be returned within 28</p>

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	<p>days of the end of the Bid validity period specified in Sub-Clause 15.1.</p> <p>16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.</p> <p>16.6 The Bid Security / Earnest Money will be forfeited:</p> <p>a) if the Bidder withdraws the Bid after its submission during the period of Bid validity:</p> <p>b) if the Bidder does not accept the correction of the bid price, pursuant to Clause 27; or</p> <p>c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:</p> <p>i. sign the Agreement; and/or</p> <p>ii. furnish the required Performance Security.</p> <p>16.7 In case of forfeiture of bid security, the bidder shall also be debarred from participation in NHAI works for a period as decided by NHAI.</p>
3	<p>The existing Clause 33 of Instruction to Bidders & Appendix to BID of Section -II is modified as under:</p> <p>33.1 Within 10 (ten) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Section - IV, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable and unconditional Bank Guarantee (including e-Bank Guarantee) from a Bank in the form set forth in Section IV (the "Performance Security") for an amount equal to 10% (ten percent) of its Bid Price. In case of bids mentioned below, the successful 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 Section IV), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or an irrevocable and unconditional Bank Guarantee (including e-Bank Guarantee) from a Bank in the same form given at Section-IV towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(i) (A) If the Bid Price offered by the successful Bidder is lower than 15% but upto 25% of the Estimated Cost, the Additional Performance Security shall be calculated @ 50% of the difference in the (i) Estimated Cost (as mentioned in RFP) - 15% of the Estimated Cost and (ii) the Bid Price offered by the successful Bidder.</p>

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	<p>(B) If the Bid Price offered by the successful Bidder is lower than 25% of the Estimated Cost, the Additional Performance Security shall be calculated @ 5% of the Estimated Cost plus 100% of the difference in the (i) Estimated Cost -25% of the Estimated Cost and (ii) the Bid Price offered by the successful Bidder.</p> <p>(ii) This Additional Performance Security shall be treated as part of the Performance Security.</p> <p>Note: The successful Bidder shall ensure that the Performance Security and/or Additional Performance Security shall be submitted by the successful Bidder only and the same shall not be issued on behalf of the successful Bidder from facility sanctioned to a third party (i.e. third-party Performance Security and / or Additional Performance Security shall not be accepted by the Authority).</p> <p>33.2 Deleted</p> <p>33.3 Failure of the successful bidder to comply with the requirement of sub-clause 33.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security and debarment for a period as specified in clause 16.7.</p>
4	<p>The existing Clause 25 of Condition of Contract and Contract Data of Section-V is modified as under:</p> <p>25.1 Dispute Resolution</p> <p>25.1.1 In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.</p> <p>25.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.</p> <p>25.2 Escalation of Dispute</p> <p>In the event of any Dispute(s) between the Parties remains unresolved within 30 (thirty) days of the notice in writing referred to in Clause 25.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to Arbitration or Conciliation in accordance with the</p>

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	<p>provisions of Clause 25.3.</p> <p>25.3 Arbitration, Conciliation and Adjudication of Dispute</p> <p>25.3.1 Any Dispute between the Parties the sum of which is of value less than Rupees 10 Crores which remains unresolved between the Parties through the mechanisms available/ prescribed in the Agreement, which has not been agreed upon/ reached settlement by the Parties, will be referred either to SAROD, (a Society registered under Society's Act, 1860 vide Registration no. S/RS/SW1049/2013) duly represented by Government/ Authority and National Highways Builders Federation (NHBF) or to India International Arbitration Centre ("IIAC").</p> <p>25.3.1.1 The appointment of Tribunal, Code of conduct for Arbitrators and fees and expenses of SAROD/IIAC and the Arbitral Tribunal shall also be governed by the Rules of SAROD as amended from time to time or the India International Arbitration Centre Act 2019 and the regulations framed thereunder as amended from time to time. The rules of SAROD are placed at Annex-I.</p> <p>25.3.1.2 Subject to the provisions of The Limitation Act, 1963, as amended from time to time, Arbitration may be commenced during or after the Contract Period, provided that the obligations of Authority and the Contractor shall not be altered by reason of the Arbitration being conducted during the Contract Period.</p> <p>25.3.1.3 The venue of Arbitration shall be New Delhi, or a place selected by governing body of SAROD or IIAC, as the case may be, and the language for all documents and communications between the Parties shall be English.</p> <p>25.3.1.4 Each Party shall bear its own costs and expenses incurred in connection with the arbitral proceedings.</p> <p>25.3.1.5 The arbitrators. shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article / shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.</p> <p>25.3.1.6 The Contractor and the Authority agree that the Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.</p> <p>25.3.2 Any Dispute between the Parties, the sum of which is of value Rupees 10 Crores or above, which remains unresolved between the Parties through the mechanisms available or prescribed in the Agreement, which</p>



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	<p>has not been agreed upon/ reached settlement by the Parties, will be resolved by Conciliation as per the Arbitration and Conciliation Act, 1996.</p> <p>25.3.3 The Contractor and the Authority agree that the Award or a settlement agreement may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.</p> <p>25.3.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any Arbitration hereunder. Further the Parties unconditionally acknowledge and agree that notwithstanding any Dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.</p> <p>25.3.5 This provision relating to Conciliation under the Arbitration and Conciliation Act, 1996 shall cease to apply once the provisions relating to substitution of conciliation process by mediation are notified under Mediation Act, 2023, Thereafter "Conciliation" herein be referred to as Mediation as per the provisions of the Mediation Act 2023.</p> <p>25.3.6 Notwithstanding anything to the contrary contained in the Agreement, it is agreed that any Dispute between the Parties the sum of which is of value equal to or above Rupees 10 Crores shall not be referred to Arbitration. It is further agreed that all declaratory disputes or non-monetary disputes shall not be referred to Arbitration. For the avoidance of doubt, it is clarified that nothing herein shall prevent the Parties from seeking resolution of such Disputes through civil courts.</p>

SECTION III

Bank Guarantee for BID Security (Refer Clauses 16.1)

B.G. No.

Dated:

1. In consideration of you, National Highways Authority of India, having its office at G-5 & 6, Sector-10, Dwarka, New Delhi-110075 (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the <Name of the Project> (hereinafter referred to as "the Project") pursuant to the Bidding Document dated issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 17.1 of Section I (ITB), irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the Bidding Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. **** (Rupees ***** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. **** (Rupees

**** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our

above branch which shall be deemed to have been duly authorised to receive the said notice of claim,

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. ***** (Rupees *****only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].
14. This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI, details of which is as under:

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

Signed and Delivered by Bank

By the hand of Mr./Ms its and authorised official.

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

Surety Bond for Bid Security
(Refer Clause 16.1)

S.B. No.

Dated:

1. In consideration of you, National Highways Authority of India, having its office at G-5 & 6, Sector-10, Dwarka, New Delhi-110075, (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid ofand having its registered office at(and acting on behalf of its Consortium) (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the <Name of the Project> (hereinafter referred to as "the Project") pursuant to the Bidding Document dated issued in respect of the Project and other related documents including without limitation the draft concession/contract agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at and one of its branches at (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of clause 17.1 of Section I (ITB), irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the Bidding Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ****(Rupees ****only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. **** (Rupees ****only).
4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 60 (sixty) days or for



such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, Inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be.

enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised,

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.
12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. **** (Rupees **** only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].
14. This Surety Bond shall also be operatable at our, branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered byCompany

By the hand of Mr./Ms.....its... and authorised official

(Signature of the Authorised Signatory)
(Official Seal)

Amount of Bid Security in figures and words in accordance with Sub-Clause 17.1 of Instructions to Bidders (Section I Volume-I)

SECTION - ~~M~~I

FORM OF BANK GUARANTEE

[Performance Security/Additional Performance Security]

To

General Manager (T)

National Highways Authority of India,

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

WHEREAS

[name and address of Contractor]

(hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No.

Dated _____ for <Name of the Project> (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish the Performance Security/ Additional Performance Security/ for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Contract Period/Construction Period/ Defects Liability Period and Maintenance Period} in a sum of Rs. cr. (Rupees crore) (the "Guarantee Amount"²).

AND WHEREAS we, through our branch at (the "Bank") have agreed to furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance Security.

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Contract Period/ Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, 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.
2. A letter from the Authority, under the hand of an officer not below the rank of General Manager, National Highways Authority of India, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank 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 Contract and its decision that the Contractor is in default shall be final and binding on the Bank, 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.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner

² Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract 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 Contract and/or the securities available to the Authority, and the Bank 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 Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law
6. This Guarantee 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 Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank 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 Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on ****. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank 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 Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized 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.
11. This Guarantee 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 Contract.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
13. This guarantee shall also be operatable at our Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
14. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI, details of which is as under:

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

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

FORM OF SURETY BOND

[Performance Security/Additional Performance Security]

To

General Manager (I)

National Highways Authority of India,

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

WHEREAS _____ [name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____ Dated _____ for <Name of the Project> (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Contractor to furnish* an (Performance Security/Additional Performance Security) for due and faithful performance of its obligations, under and in accordance with the Contract, during the (Contract Period/Construction Period/ Defects Liability Period and Maintenance Period) in a sum of Rs.cr. (Rupees. crore) (the "Surety Bond amount").

AND WHEREAS we,through our branch at (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the (Contract Period/Construction Period/ Defects Liability Period and Maintenance Period) under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, 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 Surety Bond 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.
2. A letter from the Authority, under the hand of an officer not below the rank of General Manager, NHAI, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer 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 Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, 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.
3. In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, 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 Surety Insurer under this Surety Bond.
4. It shall not be necessary, and the Surety Insurer hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.



5. The Authority shall have the liberty, without affecting in any manner the liability of the **Surety Insurer** under this **Surety Bond**, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract 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 Contract and/or the securities available to the Authority, and the **Surety Insurer** 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 **Surety Insurer** from its liability and obligation under this **Surety Bond** and the **Surety Insurer** hereby waives all of its rights under any such law.
6. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the **Surety Insurer** under this **Surety Bond** is restricted to the **Surety Bond Amount** and this **Surety Bond** 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 **Surety Insurer** under this **Surety Bond** all rights of the Authority under this **Surety Bond** shall be forfeited and the **Surety Insurer** shall be relieved from its liabilities hereunder.
8. The **Surety Bond** shall cease to be in force and effect on ****. Unless a demand or claim under this **Surety Bond** is made in writing before expiry of the **Surety Bond**, the **Surety Insurer** shall be discharged from its liabilities hereunder.
9. The **Surety Insurer** undertakes not to revoke this **Surety Bond** 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 **Surety Bond** and the undersigned has full powers to do so on behalf of the **Surety Insurer**.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the **Surety Insurer** at its above referred branch, which shall be deemed to have been duly authorized 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 & the Authority that the envelope was so posted shall be conclusive.
11. This **Surety Bond** shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

12. This **Surety Bond** is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

13. This Surety Bond shall also be operatable at our, branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and sealed this.....Day of.....,23.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)



Amendments in the Standard Bidding Document for Non-Regular Civil Works based on FIDIC Document on Item Rate (Percentage) Basis issued vide NHAI Policy Circular No. 11.78/2025 dated 01.12.2025

S.No.	Amendment
1	<p>The existing Sub-Clause 67 of Conditions of Particular Application - Part II of Section-III is modified as under:</p> <p>67.1 Dispute Resolution</p> <p>67.1.1 In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.</p> <p>67.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.</p> <p>67.2 Escalation of Dispute</p> <p>In the event of any Dispute(s) between the Parties remains unresolved within 30 (thirty) days of the notice in writing referred to in Clause 67.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to Arbitration or Conciliation in accordance with the provisions of Clause 67.3.</p> <p>67.3 Arbitration, Conciliation and Adjudication of Dispute</p> <p>67.3.1 Any Dispute between the Parties the sum of which is of value less than Rupees 10 Crores which remains unresolved between the Parties through the mechanisms available/ prescribed in the Agreement, which has not been agreed upon/ reached settlement by the Parties, will be referred either to SAROD, (a Society registered under Society's Act, 1860 vide Registration no. S/RS/SW1049/2013) duly represented by Government/ Authority and National Highways Builders Federation (NHBF) or to India International Arbitration Centre ("IIAC").</p>

S.No.	Amendment
	<p>67.3.1.1 The appointment of Tribunal, Code of conduct for Arbitrators and fees and expenses of SAROD/IIAC and the Arbitral Tribunal shall also be governed by the Rules of SAROD as amended from time to time or the India International Arbitration Centre Act 2019 and the regulations framed thereunder as amended from time to time. The rules of SAROD are placed at Appendix-I.</p> <p>67.3.1.2 Subject to the provisions of The Limitation Act, 1963, as amended from time to time, Arbitration may be commenced during or after the Contract Period, provided that the obligations of Employer and the Contractor shall not be altered by reason of the Arbitration being conducted during the Contract Period.</p> <p>67.3.1.3 The venue of Arbitration shall be New Delhi, or a place selected by governing body of SAROD or IIAC, as the case may be, and the language for all documents and communications between the Parties shall be English.</p> <p>67.3.1.4 Each Party shall bear its own costs and expenses incurred in connection with the arbitral proceedings.</p> <p>67.3.1.5 The arbitrators. shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article / shall be final and binding on the Parties as from the date it is made, and the Contractor and the Employer agree and undertake to carry out such Award without delay.</p> <p>67.3.1.6 The Contractor and the Employer agree that the Award may be enforced against the Contractor and/or the Employer, as the case may be, and their respective assets wherever situated.</p> <p>67.3.2 Any Dispute between the Parties, the sum of which is of value Rupees 10 Crores or above, which remains unresolved between the Parties through the mechanisms available or prescribed in the Agreement, which has not been agreed upon/ reached settlement by the Parties, will be resolved by Conciliation as per the Arbitration and Conciliation Act, 1996.</p> <p>67.3.3 The Contractor and the Employer agree that the Award or a settlement agreement may be enforced against the Contractor and/or</p>



S.No.	Amendment
	<p>the Employer, as the case may be, and their respective assets wherever situated.</p> <p>67.3.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any Arbitration hereunder. Further the Parties unconditionally acknowledge and agree that notwithstanding any Dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.</p> <p>67.3.5 This provision relating to Conciliation under the Arbitration and Conciliation Act, 1996 shall cease to apply once the provisions relating to substitution of conciliation process by mediation are notified under Mediation Act, 2023, Thereafter "Conciliation" herein be referred to as Mediation as per the provisions of the Mediation Act 2023.</p> <p>67.3.6 Notwithstanding anything to the contrary contained in the Agreement, it is agreed that any Dispute between the Parties the sum of which is of value equal to or above Rupees 10 Crores shall not be referred to Arbitration. It is further agreed that all declaratory disputes or non-monetary disputes shall not be referred to Arbitration. For the avoidance of doubt, it is clarified that nothing herein shall prevent the Parties from seeking resolution of such Disputes through civil courts.</p>



(A) Amendments in the Standard RFP of EPC Projects issued by MoRTH on 05.03.2019 & amended vide NHAI Circular No. 11.67/2025 dt. 19.05.2025 for application of the same to the Non-Regular Civil Works taken up on EPC basis which are approved at the level of NHAI

Please Note that this modification is not applicable for the works sanctioned by MoRTH.

S. No.	Proposed Clause for Non-Regular Civil Works on EPC basis (approved at the level of NHAI)
1	<p>The existing Clause 2.21.1 of the Standard RFP of EPC Projects is modified as under:</p> <p>Within 30 (thirty) days of receipt of Letter of acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Appendix - X, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e-Bank Guarantee from a Bank in the form set forth in Appendix-VII (the "Performance Security") or 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, 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:</p> <p>(i) (A) If the Bid Price offered by the Selected Bidder is lower than 15% but upto 25% of the Estimated Project Cost, the Additional Performance Security shall be calculated @ 50% of the difference in the (i) Estimated Project Cost (as mentioned in RFP) - 15% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>(i) (B) If the Bid Price offered by the Selected Bidder is lower than 25% of the Estimated Project Cost, the Additional Performance Security shall be calculated @ 5% of the Estimated Project Cost plus 100% of the difference in the (i) Estimated Project Cost -25% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>(ii) This Additional Performance Security shall be treated as part of the Performance Security.</p>

S. No.	Proposed Clause for Non-Regular Civil Works on EPC basis (approved at the level of NHAI)
	Note: The Selected Bidder shall ensure that the Performance Security and/or Additional Performance Security shall be submitted by the Selected Bidder only and the same shall not be issued on behalf of the Selected Bidder from facility sanctioned to a third party (i.e. third-party Performance Security and / or Additional Performance Security shall not be accepted by the Authority).
2	The Annexure-1 of Appendix-VII of the Standard RFP of EPC Projects is deleted.



(B) Amendments in the Standard EPC Agreement issued by MoRTH on 05.03.2019 & amended vide NHAI Circular No. 11.67/2025 dt. 19.05.2025 for application of the same to the Non-Regular Civil Works taken up on EPC basis which are approved at the level of NHAI

Please Note that this modification is not applicable for the works sanctioned by MoRTH.

S. No.	Proposed Clause for Non-Regular Civil Works on EPC basis (approved at the level of NHAI)
1	<p>The existing Clause 7.1(i) (A) of the Standard EPC Agreement is modified as under:</p> <p>Within 30 (thirty) days of receipt of Letter of acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Appendix - X, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional e-Bank Guarantee from a Bank in the form set forth in Appendix-VII (the "Performance Security") or 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, 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:</p> <p>(i) (A) If the Bid Price offered by the Selected Bidder is lower than 15% but upto 25% of the Estimated Project Cost, the Additional Performance Security shall be calculated @ 50% of the difference in the (i) Estimated Project Cost (as mentioned in RFP) - 15% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>(i) (B) If the Bid Price offered by the Selected Bidder is lower than 25% of the Estimated Project Cost, the Additional Performance Security shall be calculated @ 5% of the Estimated Project Cost plus 100% of the difference in the (i) Estimated Project Cost - 25% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> <p>(ii) This Additional Performance Security shall be treated as part of the Performance Security.</p>

S. No.	Proposed Clause for Non-Regular Civil Works on EPC basis (approved at the level of NHAI)
2	The existing Annexure-IV of Schedule-G of Standard EPC Agreement is deleted.

