

ई-मेल

फोन : 011-25686818

मुख्यालय  
सीमा सड़क महानिदेशालय  
सीमा सड़क भवन  
रिंग रोड दिल्ली कैंट  
नई दिल्ली - 110010

24006 / डीजीबीआर / पॉलिसी / 71 / ईपीसी सेल

28 फरवरी 2022

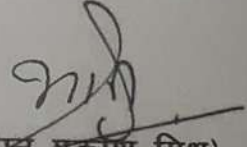
मुख्यालय  
अपर महानिदेशालय (उ.प.)  
मार्फत 56 सेना डाकघर

मुख्यालय  
अपर महानिदेशालय (पूर्व)  
मार्फत 99 सेना डाकघर

मुख्यालय मुख्य अभियंता  
परियोजना \_\_\_\_\_  
मार्फत 56 / 99 सेना डाकघर

**STREAMLINING OF PROCEDURES IN BRO**

1. Please refer MoD(BR) F. No. 04/696/2015/D&P (BR-I) dated 03 Feb 2022 regarding streamlining of procedures in BRO.
2. In view of revised delegation of Powers, Projects are advised to process DPRs costing more than Rs 150 Crs (works planned in EPC mode) through C & EPC Dte. DPRs costing Rs 100 Crs to Rs 150 Crs shall be processed through East and West Dte.

  
(मानु प्रकाश मिश्र)  
मुख्य अभि. (सिविल)  
उपमहानिदेशक(सी. एवं ई.पी.सी.)  
कृते सीमा सड़क महानिदेशक

Encl: 04 Sheets,

Copy to:-

HQ/DGBR/West Dte : For info Please.

HQ DGBR/East Dte

MoD (BR) F.No.04/696/2015/D&P (BR-I)  
Government of India  
Ministry of Defence (BR Wing)  
D (BR-I)

'B' Wing, 4<sup>th</sup> Floor,  
Sena Bhawan,  
New Delhi-110011

Dated: 3<sup>rd</sup> February 2022

To

✓  
The Director General Border Roads,  
Seema Sadak Bhawan, Ring Road,  
Delhi Cantt, New Delhi - 110010

**Subject: Streamlining of procedures in BRO**

Sir,

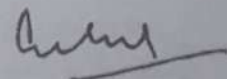
Reference is invited to the following letters issued by the Govt of India from time to time intended to improve the procedure and give impetus to Border Roads Organization (BRO) works:-

- (i) MoD (BR) F.No.F.16(10)(11)/BRDB/Wks/AIP/97 dated 13<sup>th</sup> July, 1998
- (ii) MoD (BR) F.No.BRDB/04/65/2006/BEA dated 6<sup>th</sup> Feb, 2009
- (iii) MoD (BR) F.No.04/696/2015/D&P (BR-I) dated 11<sup>th</sup> Aug, 2017
- (iv) MoD (BR) F.No.BRDB/02/85/BEA/2016 dated 29<sup>th</sup> Aug, 2017
- (v) MoD (BR) F.No.04/696/2015/D&P (BR-I) dated 2<sup>nd</sup> Feb, 2022

2. The proposal for further streamlining of procedure in BRO has been considered and approved by competent authority as per Annexure-I to this letter.

3. This issues with the concurrence of MoD (Fin/BR) vide their ID No.257/Fin/BRS/22 dated 3<sup>rd</sup> February, 2022.

Yours faithfully,



**(Rahul Mahna)**

Under Secretary to the Govt of India  
Tel No.2301 1956

Copy to:-

1. Ministry of Defence
2. CGDA, RK Puram, New Delhi
3. PCDA (BR), Seema Sadak Bhawan, Ring Road, New Delhi-110010
4. DGADS, L-II Block, Brassey Avenue, New Delhi
5. IFA (BR), Seema Sadak Bhawan, Ring Road, New Delhi-110010
6. Office copy

Annexure-I to MoD (BR) letter No. 04/696/2015/D&P(BR-I) dated <sup>rel</sup> 3 Feb, 2022

| Sr No | Subject   | Existing powers   | Revised powers   |
|-------|---|---|--|
| 1.    | Approval of AWP<br><br>(Refer MoD (BR) letter dated 11 <sup>th</sup> Aug, 2017)   | JS (BR)- Full powers  | No change<br><br>BRO to submit the AWP to MoD by November and approval of MoD to be accorded by 15 <sup>th</sup> Feb. AWP should be approved by February of preceding financial year.  |
| 2.    | Limit for preparation of DPR, Execution of Works & Appraisal of Works through PAB<br><br>(Refer MoD (BR) letter dated 29 <sup>th</sup> Aug, 2017) | Mandatory Preparation of DPR - Beyond Rs. 10 Cr<br><br>Mandatory execution of works through EPC - Beyond Rs.100 Cr<br><br>Appraisal of Works through PAB - Beyond Rs.100 Cr | Mandatory Preparation of DPR - Beyond Rs.25 Cr<br><br>Mandatory execution of works through EPC - Beyond Rs.150 Cr<br><br>Appraisal of Works through PAB - Beyond Rs.200 Crs  |
| 3.    | Approval in Principal for Agency/Deposit Works<br><br>(Refer MoD (BR) letter dated 6 <sup>th</sup> Feb, 2009)                                     | AIP for deposit/agency works is granted after approval of MoD<br><br>For restoration work DGBR - upto Rs.5 Cr   | No AIP is required to be obtained from MoD for such projects/ works that are listed in LTRoWP and AIP is given for them. For works not listed in LTRoWP, BRO to obtain AIP from MoD, however, the AIP in such cases may be accorded within one month. However, administrative approval and expenditure sanction for civil works needs to be sought as applicable, to ensure that BRO has spare capacities to undertake that work without any impact on their mandate.<br><br>For restoration work DGBR - upto Rs.25 Cr |

*[Signature]*  
EE(Gv)

*[Signature]*  
SE(Gv)

*[Signature]*



| Sr No | Subject   | Existing powers  | Revised powers   |
|-------|---|--|--|
| 4.    | Administrative Approval and Expenditure Sanction for Civil Works funded by MoD<br><br>(Refer MoD (BR) letter dated 11 <sup>th</sup> Aug, 2017)    | i) CCS : Beyond Rs. 1000 Crs after approval of RM.<br><br>(ii) RM & FM : Beyond Rs.500 Cr upto Rs.1000 Cr.<br><br>(iii) RM: Beyond Rs.100 Cr upto Rs.500 Cr.<br><br>(iv) DGBR: Beyond Rs.75 Crs upto Rs.100 Cr.<br><br>(v) ADGBR : Beyond Rs. 50 Cr upto Rs. 75 Cr.<br><br>(vi) CE: Upto Rs. 50 Cr | (i) CCS: Beyond Rs. 1000 Crs after approval of RM.<br><br>(ii) RM & FM : Beyond Rs.500 Cr upto Rs.1000 Cr.<br><br>(iii) RM: Beyond Rs.300 Cr upto Rs.500 Cr.<br><br>(iv) Def Secy : Beyond Rs.200 Cr upto Rs.300 Cr.<br><br>(v) DGBR: Beyond Rs.100 Crs up to Rs. 200 Cr.<br><br>(vi) ADGBR : Beyond Rs. 50 Cr upto Rs. 100 Cr.<br><br>(vii) CE: Upto Rs. 50 Cr<br><br>(viii) Cmdr TF: Upto Rs.10 cr |
| 5.    | Approval of Annual Procurement Plan for V/E/P<br><br>(Refer MoD (BR) letter dated 11 <sup>th</sup> Aug, 2017)                                     | JS (BR)  | No Change<br><br>APP must be submitted by Mid March for the next fiscal and to be approved by MoD by April. BRO to submit detailed paper on APP in order to facilitate the actual requirements vis-a-vis various works/projects.   |
| 6.    | Financial powers for Shifting/Relocation/Move of Project HQs, HQ BRTFs and units<br><br>(Refer MoD (BR) letter dated 13 <sup>th</sup> July, 1998) | Secretary BRDB : Project HQrs and BRTFs<br><br>DGBR: All other units below BRTFs   | Power is delegated to DGBR for movement of units based on functional necessities. Approval of the Ministry is required for any movement of projects undertaken.  |

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| Sr No | Subject  | Existing powers   | Revised powers   |
|-------|--|---|--|
| 7.    | Enhanced wages of CPLs to include the cost of ration including arranging supply through Army on payment basis and procure CPL clothing and provision of necessary Accommodation and Medical facilities<br><br>(Refer Para 504 of BR Regulations) | The Daily or monthly rates of wages will be fixed by the Chief Engineer in consultation with the local Civil authorities. Such wages shall not be less than the minimum wages fixed under the Minimum Wages Act 1948. | The Daily or monthly rates of wages will be fixed by the Chief Engineer in consultation with the local Civil authorities. Such wages shall not be less than the minimum wages fixed under the Minimum Wages Act 1948.<br><br>In High altitude area and remote locations the CPL wages can be fixed including cost of ration, including arranging supply through Army on payment basis, CPL clothing, accommodation and medical facilities.<br><br>The guidelines for fixing the wages in such areas may be approved by DGBR in consultation with IFA (BR). |
| 8     | Power for down gradation of V/E/P based on the mechanical condition assessed by a Technical BOO. Twin criteria would continue to exist.<br><br>(Refer MoD (BR) letter dated 11 <sup>th</sup> Aug, 2017)  | DGBR: Beyond Rs.10 lakh and up to Rs.20 lakh<br><br>ADGBR: Beyond Rs.5 lakh and up to Rs.10 lakh<br><br>CE : upto Rs.5 lakh   | DGBR: Beyond Rs. 10 lakh and up to Rs.25 lakh<br><br>ADGBR: Beyond Rs.5 lakh and up to Rs.10 lakh<br><br>CE: upto Rs.5 lakh  |
| 9     | Hiring of Critical Staff   | No such power exists.   | Hiring of critical staff on contractual basis, subject to the remuneration so fixed with the approval of MoD.  |

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सीमा सड़क भवन  
रिंग रोड दिल्ली कैंट  
नई दिल्ली - 110010

24006 / डीजीबीआर / पॉलिसी / 72 / ईपीसी सेल

03 मार्च 2022

मुख्यालय  
अपर महानिदेशालय (उ.प.)  
मार्फत 56 सेना डाकघर

मुख्यालय  
अपर महानिदेशालय (पूर्व)  
मार्फत 99 सेना डाकघर

मुख्यालय मुख्य अभियंता  
परियोजना \_\_\_\_\_  
मार्फत 56 / 99 सेना डाकघर

**GUIDELINES REGARDING PROCEEDURES TO BE ADOPTED FOR ROADS & BRIDGES WORKS ON NATIONAL HIGHWAYS AND CENTRALLY FINANCED SCHEMES (FOR NH WORKS BEING FUNDED BY THE MINISTRY OF ROAD TRANSPORT & HIGHWAYS AND THE BRO AS IMPLEMENTING AGENCY)**

1. Please refer MoRT&H following letter:
  - (a) RW/NH-24035/4/2008-P&M/PIC Vol. II dated 17 Sep 2018.
  - (b) H-39011/30/2015-P&P (Pt-I) dated 12 Mar 2019.
  - (c) E-mail dated 22 Feb 2022 (copy enclosed) regarding Minutes of Meeting of DGBR with Secy (RT&H) held on 15 Feb 2022.
2. Presently, Delegation of Powers for MoRT&H works undertaken by BRO is governed by MoRT&H circular dated 17 Sep 2018.
3. Now, following decision has been taken by MoRT&H: -
  - (i) A Committee Co-Chaired by CE (BRO) and Zonal CE will be Constituted immediately.
  - (ii) CE (BRO) will be convener and CE (RO)/SE (RO) will be member in this committee.
  - (iii) Issues for which Zone & CE (RO) have delegation of Power to approve will be decided unanimously by the Committee.
  - (iv) Committee shall recommended the competent authority all issues where approval is not delegated to the Zonal CE/RO.
  - (v) This committee shall either approve or recommend (as applicable as per Delegation of Powers) on all issues listed as under:

Cont...P/2



(a) **Approval of Alignment**

Power is delegated to ADG (MoRT&H) as per MoRT&H circular No. H-39011/30/2015-P&P (Pt-I) dated 12 Mar 2019 (~~File No.~~) which was routed through **RO & Zonal CE as per revised order** :- Now committee will recommended best alignment to Competent Authority i.e ADG (MoRT&H) directly.

(b) **Approval of DPRs**

Technical scrutiny/ approval of all DPRs will be given by the Committee and will be forward to MoRT&H for Administration and Financial Sanction. Financial sanction will be accorded as per extent guidelines.

(c) **Variation/Change of Scope**

Now all decision will be taken by empowered committee, within permissible excess, for power enumerated in Para 6.1 in MoRT&H circular No. RW/NH-24035/4/2008-P&M/PIC Vol. II dated 17 Sep 2018.

(d) **Extension of time**

Now decision will be taken by empowered committee for power enumerated in Para 7 of circular No. RW/NH-24035/4/2008-P&M/PIC Vol. II dated 17 Sep 2018.

(e) **Approval of Price Escalation/Bonus**


Now decision will be taken by empowered committee, within permissible excess for power enumerated in Para 6.2 of MoRT&H referred Circular RW/NH-24035/4/2008-P&M/PIC Vol. II dated 17 Sep 2018.

(f) **Contingency and Quality Control**

Now decision will be taken by empowered committee for Power enumerated in Para 6.3 of MoRT&H referred Circular RW/NH-24035/4/2008-P&M/PIC Vol. II dated 17 Sep 2018.

4. In case, Competent authority is ADG/DG/Secy MoRT&H, then recommendation of committee shall be forwarded for approval of competent authority in Ministry. Recommendation of Committee will not be again scrutinized in concerned Zone. **Scrutiny will be done before and during committee meeting only.**

5. This is submitted for your information and necessary action please.

  
(मानु प्रकाश मिश्र)

मुख्य अभि. (सिविल)

उपमहानिदेशक(सी. एवं ई.पी.सी.)

कृते सीमा सड़क महानिदेशक

Encls: 02 Sheets

Government of India  
Ministry of Road Transport & Highways  
Transport Bhawan, 1 Parliament street, New Delhi-110001

Date: 22<sup>nd</sup> February, 2022

Office Memorandum

Subject: Minutes of Meeting of Director General (Border Roads) with Secretary(RT&H) held on 15.02.2022 to discuss various pending issues.

Please find enclosed herewith the Minutes of Meeting of Director General (Border Roads) with Secretary (RT&H) held on 15.02.2022 to discuss various pending issues for information and further necessary action on issues deliberated as per decisions as mentioned in Minutes of Meeting.

Yours faithfully,

Encl.: As above.

(Harish Jakhar)  
Assistant Executive Engineer (NE Zone)

To,

1. PPS of Secretary, MoRTH
2. Lt. Gen. Rajeev Chaudhry, VSM, Director General(BRO)
3. PPS to Shri S.K. Nirmal, ADG(Nodal Officer)
4. ADG (South I) & ADG (East II), MoRTH
5. The MD, NHIDCL, New Delhi
6. All Chief Engineer, MoRTH
7. RO, MoRTH, Itanagar
8. RO, MoRTH, Guwahati



Minutes of Meeting of Director General (Border Roads) with Secretary(RT&H) held on 15.02.2022 to discuss various pending issues.

List of participants at Annexure-I

A Meeting under the Chairmanship of Secretary(RT&H) held on 15.02.2022 with DG (Border Roads) wherein DG(BR) raised the issues of BRO pending with MoRTH. Following deliberations/decisions were taken:

1. Construction of Frontier Highway in Arunachal Pradesh : DG(BR) informed that number of projects along the proposed alignment of Frontier Highways are with BRO for preparation of DRP/under development . It was decided that BRO to be associated in preparation /finalization of DPR for Frontier Highway in view of the difficult terrain and presence of BRO in that area. Agency for construction of Frontier Highway may be decided after finalization of DPR of Frontier Highway in consultation with MHA.
2. Delegation of Financial /Technical Powers to CE-BRO : It was noted that presently powers delegated to Chief Engineer (PWD), have been delegated to CE(BRO) as per the Ministry's Circular dated 17.09.2018. However, DG(BR) insisted for delegation of more powers to CE(BRO).
  - i. It was decided that the Committee co-chaired by CE(BRO) and Zonal CE will be constituted immediately.
  - ii. CE(BRO) concerned with the project as Convener and CE(RO)/SE(RO) will be a member in this committee.
  - iii. All the issues which Zonal and CE /RO have the delegation to approve will be decided by this committee unanimously.
  - iv. This committee shall recommend the to the competent authority all issues where the approval is not delegated to the Zonal CE.
  - v. This committee shall either approve or recommend on all the following issues as detailed above.
    - i. Approval of Alignment and DPR
    - ii. Variation/Change of Scope
    - iii. Extension of Time
    - iv. Contingency
    - v. Quality Control
    - vi. Approval of price escalation/bonus

Recommendations of the committee shall be forwarded for the approval of the competent authority in the Ministry as per the extant guidelines. Recommendations of the committee will not be again scrutinized in the zone. Scrutiny will be done before and during the committee meeting.

3. Construction of Underwater tunnel in Brahmaputra River near Kaziranga.

Assam : DPR for construction of underwater tunnel in Brahmaputra River near Kaziranga, Assam is under preparation by NHIDCL. DG(BR) informed that BRO has also prepared a DPR for construction of underwater tunnel in Brahmaputra River near Kaziranga. It was agreed to have the presentation from BRO for the above project in which NHIDCL may also be invited.

The meeting ended with a vote of thanks to chair.

\*\*\*

Annexure - I

List of participants :

1. Shri Giridhar Aramane, Secretary, MoRTH
2. Lt. Gen. Rajeev Chaudhry, VSM, Director General(BRO)
3. Shri S.K. Nirmal, ADG(Nodal Officer)
4. Shri U.C. Katara, CE(NER)

In the Chair

ई-मेल

फ़ोन : 011-25686964

ई-मेल ID : [bro-direpc@bro.gov.in](mailto:bro-direpc@bro.gov.in)

मुख्यालय

सीमा सड़क महानिदेशालय

सीमा सड़क भवन

रिंग रोड दिल्ली कैंट

नई दिल्ली-110010

08 March 2022

24006/DGBR/Policy/ 73 /EPC Cell

मुख्यालय

अपर महानिदेशालय (पूर्व)

बी आर ओ कम्प्लेक्स

झालुकबारी, गुवाहाटी

आसाम- 781014

मुख्यालय

अपर महानिदेशालय (उ.प.)

सेक्टर 48 सी, चण्डीगढ़

पिन : 160047

मुख्यालय

मुख्य अभियंता

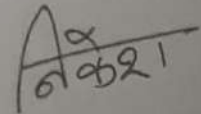
परियोजना

द्वारा 56/99 सेना डाकघर

**REDUCTION OF CONTINGENCY CHARGES FOR THE EXECUTION OF EPC WORKS  
IN BRO**

1. Reference MoRT&H letter No. A-12025/1/2020-NHIDCL Cell (pt.) dated 12 Aug 2021, circulated vide this Dte letter No 24006/DGBR/Policy/26/EPC Cell dated 07 Dec 2021.

2. It has been decided by the competent authority that Contingency Charges for all works planned for execution under EPC will be levied @ 1% of the civil cost instead of existing 2.8%.



(निकेश चन्द्र)

अधीक्षक अभियंता (सिविल)

निदेशक (ई.पी.सी)

कृते सीमा सड़क महानिदेशक

Copy to: -

HQ DGBR/West Dte

HQ DGBR/East Dte



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मुख्यालय  
सीमा सड़क महानिदेशालय  
सीमा सड़क भवन  
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नई दिल्ली - 110010

24006 / डीजीबीआर / पॉलिसी / 74 / ईपीसी सेल

08 मार्च 2022

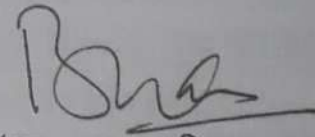
मुख्यालय  
अपर महानिदेशालय (उ.प.)  
मार्फत 56 सेना डाकघर

मुख्यालय  
अपर महानिदेशालय (पूर्व)  
मार्फत 99 सेना डाकघर

मुख्यालय मुख्य अभियंता  
परियोजना  
मार्फत 56 / 99 सेना डाकघर

**REINSTATEMENT OF PROVISION OF EARNEST MONEY DEPOSIT (EMD) IN BIDS  
FOR HIGHWAY PROJECTS**

1. Copy of MoRT&H letter No. NH-35014/20/2020-H-(Part-II) (E-196330) dated 28 Feb 2022 is forwarded herewith for your information and necessary action.
2. Competent Authority has approved that Bid Security to be provisioned for all EPC works under-taken by BRO as per MoRT&H letter No. RW/NH-37010/4/2010-EAP(Printing) Vol.-IV dated 05 Mar 2019(copy enclosed).



(भानु प्रकाश मिश्र)

मुख्य अभि. (सिविल)

उपमहानिदेशक(सी. एवं ई.पी.सी.)

कृते सीमा सड़क महानिदेशक

Encls: 06 Sheets

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

Dated: 05.03.2019

To,

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

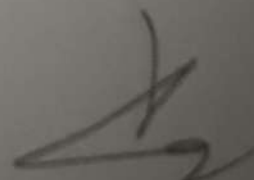
Sub: Standard Request for Proposal (RFP) for National Highways and centrally sponsored road works proposed to be Implemented on EPC Mode of Contract.

Ref: Ministry's letter no. RW/NH-37010/4/2010/PIC-EAP (Printing) dated 28.12.2018.

Sir,

This is in supersession to Ministry's circular referred above. RFP document incorporating the various amendments made from time to time including the procedure for submitting the bids without BIMS is enclosed herewith.

2. This RFP document shall be used for all the National Highways and centrally sponsored road works proposed to be implemented on EPC Mode of Contract for which the bids will be invited in future from the date of issue of this circular.
3. This document is available on Ministry's Web Portal([www.morth.nic.in](http://www.morth.nic.in)).
4. Contents of this circular may be brought to the notice of all the concerned for immediate compliance.



1.2.3 The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "**Feasibility Report/Detailed Project Report**") is also enclosed. The Feasibility Report / Detailed Project Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report/Detailed Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/Detailed Project Report. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents. However, Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "**Feasibility Report/Detailed Project Report**") is not required in case of maintenance works like PR/HIPR to be taken on EPC mode.

1.2.4 A Bidder is required to submit, along with its BID, a BID Security of Rs.\*\*\*\*\*<sup>5</sup> (the "**BID Security**"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. This Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH/State PWD/NHIDCL/BROs Bank. The Bidders shall also submit Demand Draft for Rs.—\*\*<sup>6</sup> issued from a scheduled Bank in India in favour of ["Pay & Accounts Officer, Ministry of Road Transport & Highways, New Delhi /National Highways Authority of India"] payable at [New Delhi].

1.2.5 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.

1.2.6 BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**BID Price**"). The total time allowed for completion of construction under the Agreement (the "**Construction Period**") and the period during which the Contractor shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "**Defect Liability Period**") shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term "**Lowest Bidder**" shall mean the Bidder who is quoting the lowest BID price.

1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in

<sup>5</sup> The Bid Security shall be an amount equivalent to 1% of the Estimated Project Cost. However, the Authority may, in its discretion, prescribe a higher Bid Security not exceeding 2% of the Estimated Project Cost. In case of a project having an Estimated Project Cost of Rs. 2,000 cr or above, the Authority may, in its discretion, reduce the Bid Security, but not less than 0.5% of the Indicative Project Cost in any case.

<sup>6</sup> The cost of RFP document may be determined at the rate of Rs. 10,000 for every Rs. 100 crore or part thereof comprising the Estimated Project Cost. Thus the cost of an RFP document for a project of Rs. 200 crore shall be Rs. 20,000.



No. NH-35014/20/2020-H-(Part-II) (E-196330)  
Government of India

Ministry of Road Transport and Highways  
(Highways Section)

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

Dated: 28<sup>th</sup> February, 2022

Office Memorandum

**Subject: Reinstatement of provision of Earnest Money Deposit (EMD) in bids for highway projects - reg.**

The undersigned is directed to refer to this Ministry's Office Memorandum of even number dated 22.02.2022 (copy enclosed) on the above subject vide which decision of the competent authority to revert to the provisions of GFR, 2017 in the bid documents, which existed before issue of Department of Expenditure Office Memorandum No.9/4/2020-PPD dated 12.11.2020 regarding bid security, has been conveyed.

2. W.r.t the aforesaid MoRTH O.M. dated 22.02.2022, clarification has been sought regarding status of MoRTH letter no. RW/NH-37010/4/2010-EAP(Printing) Vol IV dated 07.10.2019 vide which clause 2.20 of the model RFP of EPC project was modified to make provision for signing of 'Bid securing declaration form' only by the bidder.

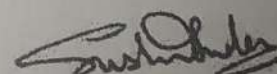
3. In this regard, it is stated that the provision of Bid Security is stipulated in Rule 170 (i) of General Financial Rule 2017. Further, there is an alternative provision of Bid Securing Declaration in place of Bid Security, as per Rule 170 (iii) of the GFR.

4. It is clarified that notwithstanding the provisions contained in the MoRTH aforesaid letter dated 07.10.2019, the latest instructions contained in the MoRTH O.M. dated 22.02.2022 are applicable to all modes, including EPC.

5. All the implementing agencies of the MoRTH are requested to take necessary action accordingly.

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

Encl: As above



(Sushant Sudan)

Deputy Secretary to the Govt. of India

To

- (i) AS&FA, MoRTH
- (ii) Chairman, NHAI
- (iii) MD, NHIDCL
- (iv) ADG (Road Wing/Nodal Officer), MoRTH
- (v) All CEs/ROs of MoRTH

Copy to:

- (i) PS to Hon'ble Minister (RT&H)
- (ii) Sr. PPS to Secretary (RT&H)

(iii) Sr. PPS to AS(H)

(iv) Sr. Technical Director, NIC - for uploading on the website of the MoRTH

Dated: 22<sup>nd</sup> February, 2022

Office Memorandum

**Subject: Reinstatement of provision of Earnest Money Deposit (EMD) in bids for highway projects.- reg.**

The undersigned is directed to say that Department of Expenditure vide O.M. No. 9/4/2020-PPD dated 12.11.2020 (copy enclosed) *inter alia* provided that

(i) Notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid security should be kept in the Bid Documents in future and only provisions for Bid Security Declaration should be kept in the Bid Documents

(ii) Wherever, there are compelling circumstances to ask for Bid security, the same should be done only with the approval of the next higher authority i.e. the authority competent to finalise the particular tender or the secretary of the Ministry/ Department, whichever is lower.

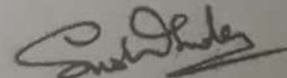
(iii) These instructions were applicable for all the tenders issued till 31.12.2021.

2. All the implementing agencies of the MoRTH were directed to strictly comply with the aforesaid DoE's instructions vide this Ministry's OM G-20016/11/202-TF-II dated 17.11.2020 (copy enclosed).

3. In this regard, it is stated that the effect of COVID pandemic in Highway sector has neutralized. In such improved scenario, it is noted that now there is trend in recent bids for submitting very low bids for important highway construction as well as consultancy contracts. Since there is no EMD Deposit, bidders are quoting abnormally low prices for the bid and after winning the bid, they start searching for sub-contractor. This tendency will have an adverse impact on quality and timely completion of important highway projects.

4. In view of the above, it has been decided with the approval of Hon'ble Minister (RT&H) to revert to the provisions of GFR, 2017 relating to bid security, which existed before issue of aforesaid DoE O.M. dated 12.11.2020.

5. All the implementing agencies of the MoRTH are requested to take necessary action accordingly.



(Sushant Sudan)

Deputy Secretary to the Govt. of India

Encl: As above



To

1. AS&FA, MoRTH
2. Chairperson, NHAI
3. MD, NHIDCL
4. ADG Zone-I, MoRTH

Copy to: Deputy Secretary (Procurement Policy Division), Department of Expenditure, Lok Nayak Bhavan, New Delhi w.r.t O.M. No. 9/4/2020-PPD dated 12.11.2020 on Bid Security/ Earnest Money Deposit.

Copy also to:

1. PS to Hon'ble Minister (RT&H)
2. Sr. PPS to Secretary (RT&H)
3. Sr. PPS to AS(H)
4. NIC, MoRTH- for uploading the above guidelines in MoRTH's website.

ई-मेल

फोन : 011-25686818

मुख्यालय  
सीमा सड़क महानिदेशालय  
सीमा सड़क भवन  
रिंग रोड दिल्ली कैंट  
नई दिल्ली - 110010

॥ मार्च २०२२

24006 / डीजीबीआर / पॉलिसी / 78 / ईपीसी सेल

मुख्यालय  
अपर महानिदेशालय (उ.प.)  
मार्फत 56 सेना डाकघर

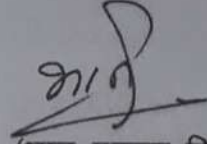
मुख्यालय  
अपर महानिदेशालय (पूर्व)  
मार्फत 99 सेना डाकघर

मुख्यालय मुख्य अभियंता  
परियोजना \_\_\_\_\_  
मार्फत 56 / 99 सेना डाकघर

**ADVISORY ON ACCEPTANCE OF EPC CONTRACT: AVAILABILITY OF 90% LAND AREA IN ROW**

1. It has been noted by the Competent Authority that there are many Packages on various roads where commencement of work has been delayed even after issue of LoA. Authorities delay signing of agreement to avoid penalties as provisioned in **Clause 3.1(iii) of Article 3 of the CA.**
2. As per above Clause of the CA, it is obligatory on the part of Authority (on submission of the Performance Security as per RFP by the contractor) to provide to the contractor **"No less than 90% (ninety per cent) of the required Right of Way of the Construction Zone of total length of the Project Highway within a period of 30 (thirty) days from the date of this Agreement,** which shall be in contiguous stretches of length not less than 5 (five) kilometre". Delay in providing Right of Way shall entitle the contractor to damages as per provision of EPC Agreement.
3. Further Rule 22 of GFR 2017 stipulates that "No authority may incur any expenditure or enter into any liability involving expenditure or transfer of moneys for investment or deposit from public funds (Consolidated Fund/ Contingency Fund and the Public Accounts) unless the same has been sanctioned by a competent authority".

4. In view of above, the Competent Authority has decided that a firm cost proposal of Land and Forest shall be included in final DPR after notification 3A or equivalent for land and Part 1 on Forest Clearances and Sanction of DPR is obtained. Subsequently 3D & 3G notifications are to be processed. It shall be ensured by Authority that 90% land is available as per provisions Clause 3.1(iii) of Article 3 of the CA during handing over of site to contractor.



(मानु प्रकाश मिश्र)

मुख्य अभि. (सिविल)

उपमहानिदेशक(सी. एवं ई.पी.सी.)

कृते सीमा सड़क महानिदेशक

Encls: Sheets

Copy to :-

(Internal)

EDP Cell

- You are requested to upload policy on BRO website under title DGBR Policy please



## Article 3

### Obligations of the Authority

#### 3.1 Obligations of the Authority

- (i) The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- (ii) The Authority shall be responsible for the correctness of the Scope of the Project, Project Facilities, Specifications and Standards and the criteria for testing of the completed Works.
- (iii) The Authority shall, upon submission of the Performance Security as per the RFP by the Contractor, shall provide to the Contractor:
  - (a) No less than 90% (ninety per cent) of the required Right of Way of the Construction Zone of total length of the Project Highway within a period of 30 (thirty) days from the date of this Agreement, which shall be in contiguous stretches of length not less than 5 (five) kilometre.
  - (b) approval of the general arrangement drawings (the "GAD") from railway authorities to enable the Contractor to construct road over- bridges/ under-bridges at level crossings on the Project Highway in accordance with the Specifications and Standards, and subject to the terms and conditions specified in such approval, within a period of 60 (sixty) days from the Appointed Date, and reimbursement of all the costs and expenses paid by the Contractor to the railway authorities for and in respect of the road over-bridges/ under bridges; and<sup>7</sup>
  - (c) all environmental clearances as required under Clause 4.3.<sup>8</sup>
- (iv) Delay in providing the Right of Way or approval of GAD by railway authorities, as the case may be, in accordance with the provisions of Clause 3.1 (iii) shall entitle the Contractor to Damages in a sum calculated in accordance with the provisions of Clause 8.3 of this Agreement and Time Extension in accordance with the provisions of Clause 10.5 of this Agreement. For the avoidance of doubt, the Parties agree that the Damages for delay in approval of GAD by the railway authorities for a particular road over-bridge/ under-bridge shall be deemed to be equal to the Damages payable under the provisions of Clause 8.3 for delay in providing Right of Way for a length of 2 (two) kilometre for each such road over-bridge/ under-bridge.

<sup>7</sup> Clause (b) may be omitted if the Project does not include a road over-bridge/under-bridge.

<sup>8</sup> Clause 3.1 (iii) (c) may be suitably modified in the event that all the environmental clearances for the Project Highway have been received or are not required. It should be clearly stated that all the environmental clearances for the Project Highway have been received; or such environmental clearances for the Project Highway are not required.

- (iii) The Authority shall provide the Right of Way to the Contractor in respect of all land included in the Appendix by the date specified in Schedule-A for those parts of the Site referred to therein, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Contractor, it shall pay to the Contractor, Damages in a sum calculated in accordance with Clause 8.3. The Contractor agrees that it shall not be entitled to claim any other damages on account of any such delay by the Authority.
- (iv) Notwithstanding anything to the contrary contained in this Clause 8.2, the Authority shall specify the parts of the Site, if any, for which Right of Way shall be provided to the Contractor on the dates specified in Schedule-A. Such parts shall also be included in the Appendix prepared in pursuance of Clause 8.2(i).
- (v) The Authority further acknowledges and agrees that prior to the Appointed Date, it shall have procured issuance of the statutory notification under Applicable Laws for vesting of all the land comprising the Project in the Authority and has taken possession of area for Construction Zone for at least 90% (ninety per cent) of the total length of the Project Highway. The Parties also acknowledge and agree that the conditions specified in this Clause 8.2 (iii) shall not be modified or waived by either Party.
- (vi) For the avoidance of doubt, the Parties expressly agree that the Appendix shall in no event contain sections of the Project Highway the cumulative length of which exceeds 10% (ten percent) of the total length of the Project Highway.
- (vii) Pursuant to signing of Handover Memorandum under clause 8.2 (i), Contractor shall submit to the Authority's Engineer, a monthly land possession report till expiry of 180 (one hundred and eighty) days from Appointed Date, in respect of those parts of the site to which vacant access and right of way was not given to the contractor and included in Appendix to the memorandum signed under clause 8.2 (i), duly specifying the part of the site, if any, for which the right of way is yet to be handed over.

### 8.3 Damages for delay in handing over the Site

- (i) In the event the Right of Way to any part of the Site is not provided by the Authority on or before the date(s) specified in Clause 8.2 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Authority shall pay Damages to the Contractor a sum calculated in accordance with the following formula for and in respect of those parts of the Site to which the Right of Way has not been provided:

Amount of Damages in Rs. per day per meter =  $0.05 \times C \times 1/L \times 1/N$

Where,

C = the Contract Price;

L = length of the Project Highway in metres; and

N = Completion period in days (Appointed Date to Scheduled Completion Date)

In the event that any Damages are due and payable to the Contractor under the provisions of this Clause 8.3 (i) for delay in providing the Right of Way, the Contractor shall, subject