

**Comparison Sheet of Uploaded RFP and Standard Model EPC Document (Schedules) as per Ministry's Circular dated
20.11.2018**

Schedules

Sr. No.	Clauses of Schedules	As per old EPC Document	As per Model EPC Document	Remarks
Schedule A Site of the Project				
1	Schedule-A (Annex-I) old Clause 17	Existing Chainages corresponding to Design Chainage The relationship between the "Existing Chainage" and the "Design Chainage" as per field surveys is given below in Table-	Deleted	
2	Schedule-A (Annex-III)	Alignment Plans The existing alignment of the Project Highway shall be modified in the following sections as per the alignment plan indicated below: The alignment plan of the Project Highway is available on E-Portal and in digital form in CD	Alignment Plans The existing alignment of the Project Highway shall be modified in the following sections as per the alignment plan indicated below: (i) The alignment of the Project Highway is enclosed in alignment plan. Finished road level indicated in the alignment plan shall be followed by the contractor as minimum FRL. In any case, the finished road level of the project highway shall not be less than those indicated in the alignment plan. The contractor shall, however, improve/upgrade the Road profile as indicated in Annex-III based on site/design requirement. (ii) Traffic Signage plan of the Project Highway showing numbers & location of traffic signs is enclosed. The contractor shall, however, improve/upgrade upon the traffic signage plan as indicated in Annex-III based on site/design requirement as per IRC: SP: 99 & IRC: 67.	
Schedule – B Development of the Project Highway No Changes				
Schedule – C Project Facilities No Change				
3	Schedule-D (Annex-I) Old Clause 2.2 New Clause2.(ii)	Notwithstanding anything to the contrary contained in Paragraph 1 above, the following Specifications and Standards shall apply to the Project Highway, and for purposes of this Agreement, the aforesaid Specifications and Standards shall be deemed to be amended to the extent set forth below:	[Notwithstanding anything to the contrary contained in Paragraph 1 above, the following Specifications and Standards shall apply to the Project Highway, and for purposes of this Agreement, the aforesaid Specifications and Standards shall be deemed to be amended to the extent	

		<p>a. In case of usage of soil stabilization technology, soil stabilizer shall be accredited by IRC as per IRC-28-1967.</p> <p>b. Carriageway shall be 5.5m with 0.5m hard shoulder in rural section and 5.5m with 1.5m drain covered footpath in urban section wherever ROW is available. IRC:SP:73-2015 shall be followed to the extent as required for execution of work in consonance with plan & profile and TCS.</p>	set forth below:]	
4	Schedule-D (Annex-I) New Clause2.(iii)		[Note 1: Deviations from the aforesaid Specifications and Standards shall be listed out here. Such deviations shall be specified only if they are considered essential in view of project-specific requirements.]	
	Schedule – E- Maintenance Requirements			
5	Schedule-E Old Clause 1.3 New Clause1(iii)	<p>All Materials, works and construction operations shall conform to the "SPECIFICATIONS FOR ROAD ANDBRIDGE WORKS (FIFTH REVISION, April 2013)", including latest corrections slips, issued by the Ministry of Surface Transport & Highways, Government of India and published by the Indian Roads Congress.</p> <p>This being not an item rate contract, the procedure for Measurement and Payment for the items of works shall be in accordance with provision of Article 19 of the Agreement. Therefore the Sub Clauses of measurement for payment and rates in above specifications stand deleted.</p> <p>Where the specifications for a work are not given, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer</p>	<p>All Materials, works and construction operations shall conform to the MORTH Specifications for Road and Bridge Works, and the relevant IRC publications. Where the specifications for a work are not given, Good Industry Practice shall be adopted.</p> <p>[Specify all the relevant documents]</p>	
6	Schedule-E Old Clause 8 New Clause8	<p>Repairs on account of natural calamities</p> <p>All damages occurring to the Project Highway on account of torrential rains, floods, earthquake or other natural disasters shall be undertaken by the Contractor at its own cost and/or out of the proceeds of insurance.</p>	<p>Repairs on account of natural calamities</p> <p>All damages occurring to the Project Highway on account of a Force Majeure Event or wilful default or neglect of the Authority shall be undertaken by the Authority at its own cost. The Authority may instruct the Contractor to undertake the repairs at the rates agreed between the Parties.</p>	
	Schedule- F Applicable Permits No Change			
	Schedule – G			

7	Performance Security /Additional Performance Security Schedule-G(Annex-1) Old Clause 8 New Clause8	The Performance Security shall cease to be in force and effect upto 90 (ninety) days after the end of the Defects Liability Period as set forth in Clauses 17.1 of EPC agreement.	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.	
8	Performance Security /Additional Performance Security Schedule-G(Annex-1) Old Clause -12	This guarantee shall also be operable 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 there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.	Deleted	
9	Performance Security /Additional Performance Security Schedule-G(Annex-1) Old Clause -13	Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:	Deleted	
10	Old Annex-II Schedule-G	Form for Guarantee for Withdrawal of Retention Money	deleted	
11	Old Schedule-G (Annex-III) New Schedule-G (Annex-II)	Form for Guarantee for Advance Payment	Form for Guarantee for Advance Payment	
12	Old Schedule-G (Annex-III) clause-B New Schedule-G (Annex-II) clause-B	in accordance with the Clause 19.2 of the Agreement the Authority shall make to the Contractor advance payment (hereinafter called "Advance Payment") equal to 10% (ten per cent) of the contract price for mobilization expenses and acquisition of equipment; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equal to the amount of	In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest bearing @ <i>Bank Rate</i> + 3% advance payment (herein after called "Advance Payment") equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a	

		<p>each installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement; and the amount of (first/second) installment of the Advance Payment is Rs. **** cr. (Rupees ***** crore) (the “Guarantee Amount”).</p>	<p>scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Advance Payment is Rs. cr. (Rupees crore) and the amount of this Guarantee is Rs. cr. (Rupees crore) (the “Guarantee Amount”).</p>	
13	<p>Old Schedule-G (Annex-III) clause-1 & 2 New Schedule-G (Annex-II) clause-1</p>	<p>The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, 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.</p> <p>A letter from the Authority, under the hand of an officer not below the rank of [Executive Director, NHIDCL], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement 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 Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference 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</p>	<p>The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, 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.</p> <p>A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways Authority of India], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the 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 Agreement 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</p>	

			discharge of the Contractor for any reason whatsoever	
14	Old Schedule-G (Annex-III) clause-8 New Schedule-G (Annex-II) clause-7	The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the one year from the date of payment of the installment of the Advance Payment, as set forth in Clause 19.2 of the Agreement.	The Guarantee shall cease to be in force and effect on ****.\$ Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.	
15	Old Schedule-G (Annex-III) clause-12	Notwithstanding anything contained herein before, our liability under this Bank Guarantee is restricted to Rs._____ (Rs. _____ in words) and the bank guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this Bank Guarantee shall cease.	Deleted	
16	Old Schedule-G (Annex-III) clause-13	This guarantee shall also be operable 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.	Deleted	
17	Old Schedule-G (Annex-III) clause-14	Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:	Deleted	
18	Old Schedule-G	NOTES: (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee. (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.	Deleted	
Schedule- H- Contract Price Weightages				
19	1 (i)	(i) The payment for value of road work done shall be with following condition in accordance with MoRTH circular No – RW/NH-33044/10/2002-S&R(P&B) dated 21.08.2018: (a) Payment during construction period – 90% of the total civil cost. (b) Payment after three years of construction in case of Flexible pavements and after 5 years in case of rigid pavements- 5 % of total civil works cost linking with performance parameter.	Deleted	

		© Payment on completion of Defect liability period – 5% of total civil works cost linking with performance parameters qua the attendance to the defects.		
	1.2	The above list is illustrative and may require modification as per the scope of the work.	Deleted	
20	Table 1.3.1 Payment Procedure- Road work	Unit of measurement is linear length for intermediate lane. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 2 (Two) km length , whichever is less.	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.	
21	Table 1.3.1 Payment Procedure- Culverts	Cost of each culvert shall be determined on pro- rata basis with respect to the total number of culverts. Payment shall be made on the completion of at least five culverts.	Cost of ten completed culverts shall be determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of at least five culverts	
22	2 (b)	Payment for maintenance shall be made on quarterly instalments in accordance with the provisions of clause 19.7	Payment for Maintenance shall be made in Monthly basis in accordance with the provisions of Clause 19.6 & 19.7 of the Contract Agreement.	
	Schedule- I Drawings No Change			
	Schedule - J Project Completion Schedule			
23	Schedule-J Project Milestone-I	(i) Project Milestone-I shall occur on the date falling on the 120 th (One Twenty) day from the Appointed Date (the “ Project Milestone-I ”) (ii) Prior to the occurrence of Project Milestone-I, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements completion schedule in reference to Schedule-H Items, Stages and Sub-stages payment statements for an amount not less than 10% (ten per cent) of the Contract Price.	Project Milestone-I (i) Project Milestone-I shall occur on the date falling on the [35% of the Scheduled Construction Period] day from the Appointed Date (the “ Project Milestone- I ”). (ii) Prior to the occurrence of Project Milestone-I, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 10% (ten per cent) of the Contract Price.	
24	Schedule-J Project Milestone-II	Project Milestone-II 3.1 Project Milestone-II shall occur on the date falling on the 330 th (Three hundred and thirty) day from the Appointment Date (the “ Project Milestone-II ”). Prior to the occurrence of Project Milestone-II, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements completion schedule in reference to Schedule-H Items,	Project Milestone-II (i) Project Milestone-II shall occur on the date falling on the [60% of the Scheduled Construction Period] day from the Appointed Date (the “ Project Milestone-II ”). (ii) Prior to the occurrence of Project Milestone-II, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and	

		Stages and Sub-stages payment statements for an amount not less than 35% (thirty five per cent) of the Contract Price.	validly prepared Stage Payment Statements for an amount not less than 35% (thirty five per cent) of the Contract Price <u>and should have started construction of all bridges</u>	
25	Schedule-J Project Milestone-III	4.1 Project Milestone-III shall occur on the date falling on the 540th (five hundred and Fourty) day from the Appointed Date (the “ Project Milestone-III ”). 4.2 Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared payment Statements for an amount not less than 60% (sixty per cent) of the Contract Price.	(i) Project Milestone-III shall occur on the date falling on the [85% of the Scheduled Construction Period] day from the Appointed Date (the “ Project Milestone-III ”). (ii) Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 70% (seventy per cent) of the Contract Price and <u>should have started construction of all project facilities.</u>	
26	Schedule-J Scheduled Completion Date	Schedule Completion Date 5.1 The Schedule Completion Date shall occur on the 730th (seven hundred and thirtieth) day from the Appointed Date.	Scheduled Completion Date 5.1 The Schedule Completion Date shall occur on the 730th (seven hundred and thirtieth) day from the Appointed Date.	
Schedule – k - Tests on Completion				
27	Schedule-K Old clause 2.1 New Clause 2(i)	Test Visual and physical test: The Authority’s Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include: all the tests specified in IRC code, manual and MORTH specifications for the road and Bridge works, 5th revision, 2013.	Tests Visual and physical test: The Authority’s Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include [***].	
28	Schedule-K Old clause 2.2 New Clause 2(ii)	Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be [2,000 (two thousand)] mm for each kilometer.	Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a Network Survey Vehicle (NSV) fitted with latest equipments and the maximum permissible roughness for purposes of this Test shall be [2,000 (two thousand)] mm for each kilometre.	
29	Schedule-K Old clause 2.4 New Clause 2(iv)	Other tests: The Authority’s Engineer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards	Other tests: The Authority’s Engineer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with	

			Specifications and Standards, except tests as specified in clause 5, but shall include measuring the reflectivity of road markings and road signs; and measuring the illumination level (lux) of lighting using requisite testing equipment.																									
30	Schedule-K New Clause 5	New Addition	<p>3. The Authority Engineer will carry out tests with following equipment at his own cost in the presence of contractor's representative.</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Key metrics of Asset</th> <th>Equipment to be used</th> <th>Frequency of condition survey</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Surface Defects of pavement</td> <td>Network Survey Vehicle (NSV)</td> <td>At least twice a year (As per survey months defined for the</td> </tr> <tr> <td>2</td> <td>Roughness of pavement</td> <td>Network Survey Vehicle (NSV)</td> <td>At least twice a year (As per survey months defined for the</td> </tr> <tr> <td>3</td> <td>Strength pavement</td> <td>Falling Weight Deflectometer</td> <td>At least once a year</td> </tr> <tr> <td>4</td> <td>Bridges</td> <td>Mobile Bridge Inspection Unit (MBU)</td> <td>At least twice a year (As per survey months</td> </tr> <tr> <td>5</td> <td>Road signs</td> <td>Retro-reflectometer</td> <td>At least twice a year (As per survey months</td> </tr> </tbody> </table> <p>The first testing with the help of NSV shall be conducted at the time of issue of Completion Certificate.</p>	Sr. No.	Key metrics of Asset	Equipment to be used	Frequency of condition survey	1	Surface Defects of pavement	Network Survey Vehicle (NSV)	At least twice a year (As per survey months defined for the	2	Roughness of pavement	Network Survey Vehicle (NSV)	At least twice a year (As per survey months defined for the	3	Strength pavement	Falling Weight Deflectometer	At least once a year	4	Bridges	Mobile Bridge Inspection Unit (MBU)	At least twice a year (As per survey months	5	Road signs	Retro-reflectometer	At least twice a year (As per survey months	
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	Schedule – L (Completion Certificates)																											
31	Schedule-L	PROVISIONAL CERTIFICATE	deleted																									
	Schedule-M																											

Payment Reduction for Non-Compliance				
32	Schedule-M Old Clause 2.2 New Clause 2(ii)	The amount to be deducted from monthly lump-sum payment for non-compliance of particular item shall be calculated as under: $R = P/100 * M * L1/L$ Where. P= Percentage of particular item//Defect/deficiency for deduction M = Monthly lump-sum payment in accordance with the Bid L1 = Non-complying length	The amount to be deducted from monthly lump-sum payment for non-compliance of particular item shall be calculated as under: $R = P/100 * (M1 \text{ or } M2) * L1/L$ Where, P= Percentage of particular item/Defect/deficiency for deduction M1= Monthly lump-sum payment in accordance para 1.2 above of this Schedule M2= Monthly lump-sum payment in accordance para 1.2 above of this Schedule L1= Non-complying length L = Total length of the road,	
Schedule-N Selection of Authority's Engineer				
33	Schedule-N New Clause 3(ii)(d)	New Addition	issuance of Completion Certificate or	
34	Schedule-N Old Clause 3.2(d) New Clause 3(ii)(e)	Any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding Rs. 5,000,000 (Rs. fifty lakh).	any other matter which is not specified in (a), (b), (c) or (d) above and which creates a financial liability on either Party.	
35	Schedule-N Clause 4	Construction Period During the Construction Period, the Authority's Engineer shall review the Drawings furnished by the Contractor	Construction Period During the Construction Period, the Authority's Engineer shall review and approve the Drawings furnished by the Contractor	
36	Schedule-N Old Clause 4.10 New Clause 4(x)	The Authority's Engineer shall test check at least 20 (twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor	The Authority's Engineer shall test check at least 50 (fifty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.	
Schedule-O Forms of Payment Statements No Change				
Schedule-P Insurance				
37	Schedule-P Old Clause 2	2. Insurance for Contractor's Defects Liability The Contractor shall effect and maintain insurance cover for the	Insurance for Contractor's Defects Liability The Contractor shall effect and maintain insurance cover	

	New Clause 2	works from the date of issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Contractor is liable and arises from a cause occurring prior to the issue of Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under the Applicable Laws and in accordance with Good Industry Practice.	of not less than 15% of the Contract Price for the Works from the date of issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring prior to the issue of the Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under the Applicable Laws and in accordance with Good Industry Practice.	
38	Schedule-Q	New Addition	Tests on Completion of Maintenance Period	
39	Schedule-R	New Addition	Taking Over Certificate	