



## Government of India Ministry of Road Transport & Highways (EAP Zone)

Transport Bhawan 1. Parliament Street New Delhi-110 001

No.RW/NH-37010/4/2010/PIC-EAP (Printing)

Dated: 4th January, 2016

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.

Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110010

- 4. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi-110 075.
- 5. The Managing Director, National Highway Infrastructure Development Corporation Ltd., 3rd floor, PTI Building, Parliament Street, New Delhi-110 001

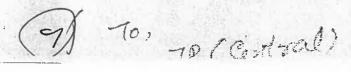
Subject: Amendment to EPC Model agreement document-reg.

Sir.

With reference to 'Request for Qualification' (FFQ) issued with the circular dated 10.07.2014 and 'Request for Proposal' (RFP-Single stage two part bidding) issued vide circular 27.5.14 for Road & Bridge works to be implemented on Engineering, Procurement & Construction (EPC) mode, following are further amendments (which also supersedes the amendments issued w.r.to clause 19.2.1, 19.2.3 to 19.2.7 vide circular of even number dated 5th December, 2015:)

mendment to EPC (Engineering Procurement Construction) Agreement

N	Ref Clause	Original formulation	Existing formulation (vide circular dated 5.10.2015)	Proposed Formulation
0	No.   Cl.   19.2.1   (pg-83)	expenses and for acquisition of	payment (the "Advance Payment") equal in amount to 10 (ten) percent of the contract price, for mobilisation expenses and for acquisition of equipment. The Advance	payment (the "Advance Payment") equal in amount to 10 (ten) percent of the contract price, for mobilisation expenses and for acquisition of



AND AND	Torres of the		ranger of the second se	108
		instalment shall be an		
		amount equal to 2% (two		
		percent) of the Contract		
		Price, the second		as interest bearing advance
		instalment shall be equal to		at an interest rate of 109
		3% (three percent) of the		(ten) per annum, to b
		Contract: Price, and the		compounded quarterly. The
		third instalment shall nbe		interest would be recovere
		equal to 5% (five percent)		along with the recovery of
		of the Contract Price.		advance payment.
2	CL		The rier was been proceed a	Deleted.
라 중심 시간 기	19.2.3	At any time after 30 (thirty)	Deleted.	
	(pg-84)	days from the Appointed	Property designates	
		Date, the Contractor may	The Telephone	
		apply for the second		
		instalment of the Advance	Assistant i dega en m	January Banas I
		Payment along with an	Edinberger with sever	
		irrevocable and		
		unconditional guarantee		
		from a Bank for an amount	in a service of the contract	
		equivalent to 110% (one		Torontive in the local tags
	200	hundred and ten per cent)		
		of such einstalment,		
		substantially in the form		
		provided at Annex-III of	surie de la come	
		Schedule-G, to remain		
		effective till the complete		अन्य न विभाग आह्य सम्मान्त्रकातः
		and full repayment thereof.	Application by	or charges excludingly
		Metals the belong to the control of	Translation Scients (169)	िर्मान कर्ने अस्तान कर्मा ने दुर्ग सम्ब
	Cl.		At any time after 60	At any time, after 60 (sixty)
A	19.2.4	At any time, after 60	(sixty) days from the	days from the Appointed
	(pg-84)	(sixty) days from the	Appointed Date the	Date the Contractor may
		Appointed Date, the	Contractor may apply to	apply to the Authority for
		Contractor may apply to	the Authority for the	the second instalment of the
		the Authority for the third	second instalment of the	Advance Desmont of the
		instalment of the Advance	Advance Dayment clans	Advance Payment along
		Payment along with an	with an irrationable and	with an irrevocable and
		irrevocable and:	inconditional marchine	unconditional guarantee
		unconditional guarantee	unconditional guarantee	from a Bank for an amount
		from a Bank for an amount.	amount accordant	equivalent to 110% (one
		equivalent to 110% (one)	110% (one handred on d	number and ten per cent) of
		hundred and ten per cent).	ten per cent) of and	such instalment,
		of such instalment	instalment, substantially	substantially in the form
	(1) 表示。	substantially in the form	in the form	provided at Annex-III of
		provided at Annex-III of	A shaw III of Colonial	concounted, to remain
		Schedule-G, to remain	C to remain officiality	
		effective till the complete	till the complete and fall	and full repayment thereof.
	120	and full renovment thereof	un ule complete and Tuff	
		and full repayment thereofic		es an national traffic in
	OI.	CALL THE TANK OF MARKET WATER CONTINUES AND ASSAULT	รี้สังเสม	
		The first, second and the		The first and the second
	9.2.5	third instalments shall be		instalments shall be paid by
1	pg-84)	paid by the Authority to the 1.1	by the Authority to the	the Authority to the
			Contractor within 15	Contractor, within 15
	3 1	ことも こうしょう はんしょ しょうしき はんしょう こうしょう こうしょう かんかんしょう	fifteen) days of the	(fifteen) days of the receipt
			eccipt of its respective	of its respective requests in
			equests in accordance	accordance with the
	4			
Q F		provisions of this Clause \	with the provisions of	provisions of this Clause

5	CI.		N. I. E.	
	19.2.6 (pg-84)	Each instalment of Advance Payment shall be	Deleted.	Deleted
		repaid by the Contractor to the Authority no later than		
12		365 (three hundred and sixty five) days from the		
	7=	respective date of Advance Payment.		
<u></u>			The advance payment	The advance payment shall
6	Cl. 19.2.7	The Contractor shall repay	shall be repaid through	be repaid through
	(pg-84)	each instalment of the	percentage deductions.	percentage deductions from
	(5g-0.4)	Advance Payment on or	from the stage payments	the stage payments
		before the due date of	determined by the	determined by the
	21 11	repayment. In the event of	Authority's Engineer in	Authority's Engineer in accordance with Sur-Clause
		the Contractor's failure to	accordance with Sub-	19.5, as follows:
	1	make the repayment on	Clause 19.5, as follows:  (a) deductions shall	(a) deductions shall
		time, the Authority shall be entitled to encash the Bank	(a) deductions shall commence in the next	commence in the next Stage
	2 /	guarantee for Advance		Payment Statement
		Payment. The Parties		following that in which the
	8	expressly agree that for any	in which the total of all	total of all certified stage
- ×		delay in repayment of the	certified stage payments	payments (excluding the
		Advance Payment, the	(excluding the advance	advance payment and
İ		Contractor shall pay	payment and deductions	deductions and repayments
		interest to the Authority for	and repayments of	of retention) exceeds 20%
-5		each day of delay, such	retention) exceeds 20%	(twenty percent) of the Contract Price; and
		interest to be calculated at		(b) Deductions shall be
1	1	the rate of 18% (eighteen		made at the rate of 15%
1		per cent) per annum.	(b) Deductions shall	(fifteen percent) of each
	57		5% (fifteen percent) of	Stage Payment Statement
	6 31		leach Stage Payment	with interest until such time
	N TEN	<u>a</u> # ≥	Statement until such time	as the advance payment has
		Y 2 12 2 18 18	as the advance payment	been repaid; provided that the
ю			has been repaid;	advance payment shall be
			provided that the advance	completely repaid along with
H	1 · · · · ·		payment shall be	interest prior to the time when 80% (80 percent) of the
		IR J. T. T. Le L.	completely repaid prior to the time when 80% (80	Contract Price has been
1			percent) of the Contract	certified for payment.
4 24	1	The second second	Price has been certified	
		- 4	for payment.	

2. This issues with the approval of competent authority. The contents of this circular may be brought to the notice of all concerned for its compliance.

Yours faithfully,

(B. K. Sinha) Chief Engineer (EAP)

Jet.

## Copy to:

- All fechnical Officers at the Headquarters
- 2. Secretary General, Indian Roads Congress
- 3. Director, IAHE, NOIDA
- 4. Joint Secretary (Highways)

## .. Copy for information to:

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