

ई-मेल

फ़ोन : 011-25686846

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

24006 / डीजीबीआर / पॉलिसी / 106 / ई.पी.सी. सेल

24 सितम्बर 2021

मुख्यालय
अपर महानिदेशालय (उत्तर-पश्चिम)
मार्फत 56 सेना डाकघर


मुख्यालय
अपर महानिदेशालय (पूर्व)
मार्फत 99 सेना डाकघर

सभी परियोजना
मार्फत 56/99 सेना डाकघर

MODIFICATION IN MODEL RFP FOR AE & EPC AGREEMENT DOCUMENTS

Copies of MoRT&H letter No RW/NH-33044/88/2021-S&R (P&B) dated 09 Sep 2021 and NH-24028/04/2021-H dated 26 Aug 2021 is forwarded herewith, it is advised to incorporate these amended conditions in upcoming EPC & AE contract documents.

Encls: as above


(पंकज गोयल)
अधीक्षक अभियंता (सिविल)
निदेशक (ई.पी.सी.)
कृते सीमा सड़क महानिदेशक

RW/NH-33044/88/2021-S&R (PSB)

Government of India
Ministry of Road Transport & Highways
(S&R Zone)

No.1, Parliament Street, Transport Bhavan, New Delhi-110001

Dated: 9th September, 2021

To,

1. The Chief Secretaries of all State Governments/UTs.
2. The Principal Secretaries/ Secretaries of all States/ UTs PWD dealing with National Highways, other centrally sponsored schemes and state schemes.
3. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi-110075.
4. The Managing Director, National Highway Infrastructure Development Corporation Ltd., 3rd floor, PTI Building, Parliament Street, New Delhi-110001.
5. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi -110010.
6. All Engineer-in-Chief and Chief Engineers of all States/ UTs PWD dealing with National Highways, other centrally sponsored schemes and state schemes.
7. All ROs and ELOs of the Ministry

Subject: Consultancy services for Authority's Engineer/Independent Engineer – Regarding Extension of Time (EOT).

Madam/Sir,

It has been decided that *no Extension Of Time (EOT) shall be given to ongoing consultancy services (AE/IE/PMC), which have been appointed for supervision of construction and maintenance works of a project. In case of delay in construction, services of AE/IE/PMC shall be concluded after completion of original consultancy period (project preparation* + construction + maintenance) mentioned in the contract.* Hence, para-3 of circular no. RW-NH-34048/7/2013-S&R(B) dated 29.10.2018 of the Ministry is modified as under:

"In cases where EoT is granted to the civil works contractor, the consultancy period of Authority's Engineer shall be extended for construction period only subject to the condition that consultancy period shall be concluded after completion of original consultancy period including maintenance period."

* applicable for PMC services only

2. Model RFP document for Authority's Engineer issued vide Ministry's letter no. RW/NH-39011/30/2015-P&P (Pt-I) dated 15.02.2019 shall be modified as below:

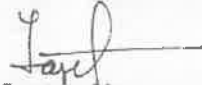


Sl. No	Reference Clause	Existing Clause	Modified Clause
1	Clause 13.1.1 of Section 6 (last sentence)	Extension of Time for providing services of the Authority's Engineer may be extended concurrently with the Extension of Time granted, if any, to the EPC Contractor for the project, subject to satisfactory performance of the Authority's Engineer.	Extension of Time for providing services of the Authority's Engineer may be extended concurrently with the Extension of Time granted, if any, to the EPC Contractor for the project, subject to satisfactory performance of the Authority's Engineer and limited to original period of consultancy services.
1.	Clause 2.7.4 of Section 7	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. Extension of Time for providing services of the Authority's Engineer shall be extended concurrently with the Extension of Time granted, if any, to the EPC Contractor for the project, subject to satisfactory performance of the Authority's Engineer.	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. Extension of Time for providing services of the Authority's Engineer may be extended concurrently with the Extension of Time granted, if any, to the EPC Contractor for the project, subject to satisfactory performance of the Authority's Engineer and limited to original period of consultancy services.

3. Necessary amendments shall also be incorporated in the RFP for Independent Engineer/ Project Management Consultant (PMC) on the above lines before invitation of proposals.

4. This is issued with the approval of Competent Authority.

Yours faithfully,



(Jagat Narayan)
Superintending Engineer, S&R (R)
For Director General (RD) & SS

Copy to:

1. All Technical Officers at MoRTH Headquarter.
2. Secretary General, Indian Roads Congress
3. Director, IAHE, NOIDA
4. PPS to Secretary (RTH), PPS to DG (RD) &SS, PPS to AS&FA, PPS to all ADGs/ASs, PPS to all JSs
5. NIC-with request to upload on the Ministry's portal under 'Circulars' & e-office Notice Board.

A handwritten signature in black ink, appearing to be 'Lan' or similar, with a horizontal line extending to the right.

No. NH-24028/04/2021-H
Government of India
Ministry of Road Transport and Highways
(Highways Section)
Transport Bhawan, 1, Parliament Street, New Delhi-110001
Dated: 26th August, 2021

To

The Chairman,
National Highways Authority of India,
G-5 & 6, Sector - 10, Dwarka,
New Delhi.

[Attention: Shri Vishal Gupta, CGM(T), Contract Management Division]

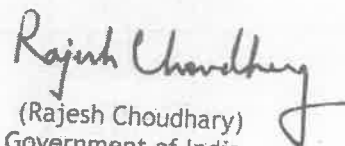
Sub: Proposal for amendment in Article 8.3(iv) of Standard EPC Agreement - reg
Sir,

I am directed to refer to NHAI letter no. No. NHAI/2021/OD/BS/EC(E-60452) dated 13.07.2021 on the above subject proposing amendment in the Article 8.3(iv) of Standard EPC Agreement.

2. Proposal has been considered in the Inter-Ministerial Committee. Consequent upon the concurrence of the IMC, the competent authority in the Ministry has approved the proposed amendment in Article 8.3 (iv) of Standard EPC Agreement.

3. A statement indicating the existing Article 8.3(iv) vis-à-vis modified approved Article is attached (Annexure). Modified Article is effective from the date of issue of this letter.

Yours faithfully,


(Rajesh Choudhary)

Under Secretary to the Government of India
Telephone No. 23739074

Encls: as above

Copy to:

- i. The Secretary, Department of Economic Affairs
- ii. The Secretary, Department of Financial Services
- iii. The Secretary, Department of Legal Affairs
- iv. CEO, NITI Aayog
- v. DG(RD) & SS, MoRTH
- vi. MD, NHIDCL

Copy also to:

- i. Sr. PPS to Secretary (RT&H)
- ii. Sr. PPS to AS(H)
- iii. Sr. Tech. Director (NIC), MoRTH for uploading on the MoRTH website.

ANNEXURE

Clause no.	Existing Clause	Modified Clause						
8.3(iv)	<p>In the event of withdrawal of Works under Clause 8.3 (iii) (a), the Contract Price shall be reduced by an amount equal to the 90 (ninety) percent of the value of the Works withdrawn and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of Works.</p> <p>Provided that if any Works are withdrawn after commencement of the Construction of such works, the Authority shall pay to the Contractor 110 % (one hundred and ten per cent) of the fair value of the work done, as assessed by the Authority Engineer.</p> <p>The parties expressly agree that the value of the Works withdrawn shall be determined from the details available in Schedule-H. In the event that it is impossible to determine the value from Schedule- H, then the value shall be determined in accordance with the provisions of Clause 13.2 (iii).</p>	<p>In the event of withdrawal of Works under Clause 8.3 (iii) (a), the Contract Price shall be reduced by an amount equal to the percent of the value of the works withdrawn as mentioned in the Table below and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of Works</p> <table border="1" data-bbox="901 544 1394 898"> <thead> <tr> <th>Value of the Works withdrawn</th><th>Percentage of value of works to be reduced from Contract Price</th></tr> </thead> <tbody> <tr> <td>upto Rs. 100 Crore</td><td>90%</td></tr> <tr> <td>More than Rs. 100 Crore</td><td>Rs. 90 Crore plus 95% of the amount greater than Rs. 100 Crore</td></tr> </tbody> </table> <p>Provided that If any Works are withdrawn after commencement of the Construction of such works, the Authority shall pay to the Contractor 110% (one hundred and ten per cent) of the fair value of the work done, as assessed by the Authority Engineer.</p> <p>The parties expressly agree that the value of the Works withdrawn shall be determined from the details available in Schedule-H. In the event that it is impossible to determine the value from Schedule-H, then the value shall be determined in accordance with the provisions of Clause 13.2 (iii).</p>	Value of the Works withdrawn	Percentage of value of works to be reduced from Contract Price	upto Rs. 100 Crore	90%	More than Rs. 100 Crore	Rs. 90 Crore plus 95% of the amount greater than Rs. 100 Crore
Value of the Works withdrawn	Percentage of value of works to be reduced from Contract Price							
upto Rs. 100 Crore	90%							
More than Rs. 100 Crore	Rs. 90 Crore plus 95% of the amount greater than Rs. 100 Crore							