

No. RW/NH-37010/4/2010/PIC
Government of India
Ministry of Road Transport & Highways
(EAP Zone)

Transport Bhavan,
No. 1, Parliament Street,
New Delhi-110 001
Dated the 15th January, 2014

To

The Secretaries and Engineers-in-Chief/Chief Engineers (National Highways), State Public Works Departments, Union Territories (dealing with National Highways and other Centrally Financed Schemes); Director General (Works), Central Public Works Department; Director General Border Roads; The Chairman, National Highways Authority of India; Regional Officers/ Engineer Liaison Officers of MoRTH.

Sub: Model Engineering Procurement and Construction (EPC) Document for Construction of Two-lane (with or without pave shoulders) National Highway Works – Amendment-I

Sir,

Certain modifications have been made in the EPC Agreement document with respect to 'Maintenance' / 'Defect Liability period' and 'Change in Law' under Definition of the Article 28. Details of Amendments made in respective clauses are enclosed here with.

2. The Contents of this circular may be brought to the notice of all concerned for immediate compliance.

Yours faithfully,


(Maya Prakash)

Deputy Secretary to the Government of India

Copy to:

1. All technical officers at the Headquarters
2. Secretary General, Indian Roads Congress
3. Director, IAHE, NOIDA
4. Joint Secretary(Highways)
5. PPS to Secretary (RT&H), PPS to DG(RD)&SS, PS to AS&FA, PS to ADG, ADG-II & ADG-III


(Maya Prakash)

Deputy Secretary to the Government of India

Amendment in EPC document

Page No/ Clause No / Heading	Existing Text	Modified Text to be read as
Pg -3/ Contract Price	The Contract Price the contractor will get 1.5% of the Contract Price for the first year and 2% of the Contract Price for <u>the second year</u> . The Contract projects.	The Contract Price the contractor will get 1.5% of the Contract Price for the first year and 2% of the Contract Price for the second, <u>third and fourth year</u> .
Pg-3/ Contract period	The contract Period..... of the project. A maximum of <u>two-year</u> maintenance period is.....in the Agreement.	The contract Period..... of the project. A maximum of <u>four-year</u> maintenance period is.....in the Agreement.
Pg-5/ Maintenance	The Agreement provides performance based standards for the maintenance of the project highway. The Contractor shall be paid 1.5% of the contract price for the first year of maintenance and 2% for the <u>second year</u> of maintenance. Maintenance work or defects in maintenance.	The Agreement provides performance based standards for the maintenance of the project highway. The Contractor shall be paid 1.5% of the contract price for the first year of maintenance and 2% for the second, <u>third and fourth</u> year of maintenance. Maintenance work or defects in maintenance.
Pg-6/ Defect Liability Period	Though normally..... a defects liability period of <u>two</u> years has been specified ... to the Government.	Though normally..... a defects liability period of <u>four</u> years has been specified ... to the Government.
P-35/ 7.1.1 / Performance Security	The Contractor shall, for the performance of its obligationsBid The Contractor shall, for the performance of its obligationsBid Security to the Contractor. <u>For the avoidance of doubt, the parties expressly agree that the Contractor shall provide, no later than 30 (thirty) days prior to the expiry of the Performance Security. For the avoidance of doubt, the parties expressly agree that the Contractor shall provide, no later than 30 (thirty) days prior to the expiry of the Performance Security for the defects Liability Period specified in Clause 17.1.1, a Performance Security in respect of the extended Defects Liability Period specified in Clause 17.1.2 for an amount equal to 5% (five per cent) of the estimated cost of Structures and Major Bridges specified therein.</u>	The Contractor shall, for the performance of its obligationsBid The Contractor shall, for the performance of its obligationsBid Security to the Contractor.

Page No/ Clause No / Heading	Existing Text	Modified Text to be read as
Pg-67/ 14.1.1/ Maintenance obligation of the contractor	The Contractor shall maintain the Project Highway for a period of <u>2 (two) years</u> commencing from the date of the Provisional Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations, the Contractor shall be paid a total amount equal to 1.5% (one and one-half per cent) of the Contract Price for the first year of maintenance, and 2% (two per cent) of the Contract Price for the <u>second year of maintenance</u> , inclusive of all taxes. The amount payable in pursuance of Clause 19.10.	The Contractor shall maintain the Project Highway for a period of <u>4 (four) years</u> commencing from the date of the Provisional Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations, the Contractor shall be paid a total amount equal to 1.5% (one and one-half per cent) of the Contract Price for the first year of maintenance, and 2% (two per cent) of the Contract Price for the <u>second, third and fourth year</u> of maintenance, inclusive of all taxes. The amount payable in pursuance of Clause 19.10.
Pg-75/ 17.1.1 / Defect Liability Period (DLP)	The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project Highway or any Section thereof, till the expiry of a period of <u>2 (two) years</u> commencing from the date of Provisional Certificate specified in Article 14.	The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project Highway or any Section thereof, till the expiry of a period of <u>4 (four) years</u> commencing from the date of Provisional Certificate..... specified in Article 14.
Pg-75/ 17.1.2 / Defect Liability Period (DLP)	Without prejudice to the provisions of Clause 17.1.1, the Defects Liability Period for and in respect of any Structures or Major Bridges as specified in Annexure-1 of Schedule-B <u>shall deemed to be extended by a further period of 3 (three) years after the expiry of the Defects Liability Period specified in Clause 17.1.1.</u>	Deleted.

Page No/ Clause No / Heading	Existing Text	Modified Text to be read as
Pg - 135 / 28.1/ Article-28 "Definitions"	<p>"Change in Law" means the occurrence of any of the following after the Base Date:</p> <p>(a) The enactment of any new Indian law;</p> <p>(b) The repeal, modification or re-enactment of any existing Indian law;</p> <p>(c) The commencement of any Indian law which has not entered into effect until the Base Date;</p> <p>(d) A change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date; or</p> <p>(e) Any change in the rates of any of the Taxes or royalties that have a direct effect on the Project.</p>	<p>"Change in Law" means the occurrence of any of the following after the Base Date:</p> <p>(a) same</p> <p>(b) same</p> <p>(c) same</p> <p>(d) same</p> <p>(e) Deleted.</p>