



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

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NHAI / Policy Guidelines / Standard Documents

Policy Circular No. 11.31/2021 dated 31st August, 2021

(Decision taken File No: NHAI/CMD/EPC/2020 - Computer No: 46753)

Sub.: Amendment in Article 8.3(iv) of Standard EPC Agreement - reg.

MoRTH vide Letter No. NH-24028/04/2021-H dated 26.08.2021 has forwarded the approved amendment in Article 8.3 (iv) of Standard EPC Agreement. A copy of the same is attached herewith for information and compliance.

2. This issues with the approval of Competent Authority.

(Sanjay Kumar Patel)
General Manager (Coord.)

Encl.: As stated above

To:

All officers of NHAI HQ/ROs/PIUs/CMUs/Site Offices.

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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,

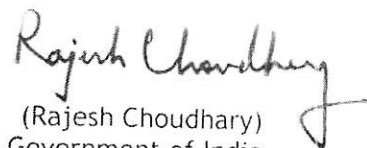
I am directed to refer to NHA letter no. No. NHA12021/0D/BS/EC(E-60452) dated 13.07.2021 on the above subject proposing amendment in the Article 8.3(iv) of Standard EPC Agreement.

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,

Encls: as above


(Rajesh Choudhary)

Under Secretary to the Government of India
Telephone No. 23739074

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.

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="874 495 1358 837"> <thead> <tr> <th data-bbox="874 495 1086 622">Value of the Works withdrawn</th> <th data-bbox="1086 495 1358 622">Percentage of value of works to be reduced from Contract Price</th> </tr> </thead> <tbody> <tr> <td data-bbox="874 622 1086 689">upto Rs. 100 Crore</td> <td data-bbox="1086 622 1358 689">90%</td> </tr> <tr> <td data-bbox="874 689 1086 837">More than Rs. 100 Crore</td> <td data-bbox="1086 689 1358 837">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
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