



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

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No. 11041/218/2007-Admn

Dated: 31.07.2014

Policy Matters: Technical (162/2014)
(Decision taken in 201st Executive Committee Meeting vide Agenda
Item No. 201.03)

Sub: Check list for monitoring of EPC contracts.


Recently, number of contracts on EPC mode have been awarded on the basis of MCA for EPC contract. The various provisions defining obligations of the Authority and concessionaire have been detailed in the various clauses of the Concession Agreement.

2. For effective contract administration/implementation and timely execution of the project, it is important to monitor the various provisions/obligations under the contract from the commencement of the work.

3. A check list has been prepared of important provisions for monitoring the various activities under the EPC contract. All ROs/PDs are requested to monitor the EPC contracts keeping in view the above check list besides other specific provisions of the Concession Agreement.

4. Further, it is also clarified that all payments i.e. stage payments and advance payments under the contract shall be made by PD under intimation to RO and a monthly report regarding all payments made to contractor under the contract will be sent to RO by PD, who in turn, will check that there is no intent liability on the part of Authority due to delay in payment.

5. This issues with the approval of Competent Authority.


31/07

(V.K.Sharma)

Chief General Manager (LA & Coord.)

Encl: As above (4 pages)

To:

All officers and employees of HQ/ROs/PIUs/CMUs/Site Offices

S. No.	Item	Clause* Ref.	Days	Y/N	If Y; Date thereof If N; Reason & Action taken	Remarks
1.	Providing RoW of no less than 90% of total length of project	4.1.3(a) 8.2/8.3	A+15			Delay in Row or GAD entitle damages under clause 8.3 & EOT under 10.5
2.	GAD of RoB	4.1.3(b)	B+60			
3.	All Environment clearance	4.3	B+60			
4.	Preparation of joint memorandum by Auth. Rep. of both parties	8.2	A+15			
5.	Shifting of obstructing utilities	9.2	Within 180 days of notice by contractor			Delay entitle damages & EOT under clause 8.3 & 10.5
6.	Appointment of Auth. Rep. by contractor	10.1	B+20			
7.	Appointment of Design Director by contractor	10.1	B+20			
8.	Arrangement for quarry of material by contractor	10.1	B+20			
9	Submission of programme to Authority & Engineer Part-I: Org. Chart. Method & arrangement for design, environment mgt. plan, QA Plan, Design Quality; traffic Management Plan; key personnel & Part II: Programme for completion of all stages of Construction given	10.1.3	B+ 30 days			

*For detailed provision, refer to relevant Clause.

S. No.	Item	Clause* Ref.	Days	Y/N	If Y; Date thereof If N; Reason & Action taken	Remarks
	Schedule H and project milestone specified in Schedule I Part-III: Monthly cash flow					
10.	Appointment of safety consultant by contractor	10.1.5				To be approved by Authority from panel of 3 to be submitted by contractor.
11.	Appointment of proof consultant	10.2.2				- do -
12.	Review of design/drawing by A.E	10.2.3	Within 15 days for road work & 30 days for structure/bridges			
13.	Record of condition of road 10 days prior to agreement	10.4	A - 10			Contractor to maintain at condition not inferior to 10 days before agreement.
14.	Submission of quality assurance plan	11.2.2	B + 30 days			
15.	Submission of methodology prior to commencement of construction	11.3	15 days prior to construction			
16.	Submission of monthly progress report	11.7	Within 10 days close of each			
17.	Submission of inspection report of A.E.	11.8.3	Monthly			
18.	Providing video recording	11.16	Within 15 days of close of each quarter.			
19.	Advance payment @ 2%, 3%, 5% after AD; with 30 days of AD and	19.2	Within 15 days of request			On submission of BG of amount equivalent to 110% of advance; to be

S. No.	Item	Clause* Ref.	Days	Y/N	If Y; Date thereof If N; Reason & Action taken	Remarks
	with 60 days of AD					
20.	Stage/interim payment certificate	19.4 19.5	A.E. shall determine amount & recommend 90% of payment claim by contractor within 10 days and Authority shall make payment within 10 days electronically to contractor account. Within 15 days A.E. shall recommend amount due and Authority shall make payment within 15 days.			repaid within 365 days of payment. Delay penalty @ 18% p.a. Delay by Authority entitle interest @ base rate+2%.
21.	Contractor to maintain from A.D. till issue of completion certificate	Clause 20 & Schedule 'P'				
22	(a) Insurance of work, plant material and add. Sum of 15% of such replacement (b) Insurance of construction equipment and brought to site for sufficient for replacement.	Schedule P 1.1.(a)	(B+10)			
23.	Evidence of professional liability insurance by	20.1.6	B+30			

S. No.	Item	Clause* Ref.	Days	Y/N	If Y; Date thereof If N; Reason & Action taken	Remarks
	Design Director to cover risk of professional of not less than 3% of contract price.					
24.	Notice for extension of time	10.5.2	No later than 15 days of occurrence of event			Contractor to notify A.E. with copy to Authority within 15 days; otherwise contractor forfeit right in such claim in future.
25.	Change of scope	13.1	Within 15 days of receipt of proposal Authority to accept or reject. If accepted; (i) Authority direct A.E. to issue COS notice.			Contractor shall not undertake any COS without express consent of Authority except emergency. Upon receipt, contractor submit to Authority and Authority Engineer. (i) Impact if any on scheduled completion. (ii) Breakdown of qty. cut rate etc. (iii) Proposed design for COS
26.	Change in Law	28.1	Any notice during each month			Total COS not to exceed 10% contract price. Detailed to be given.

*For detailed provision, refer to relevant Clause.