

Address of DG (RD) & SS on 06-06-2023 at 02.30 PM with Zonal Heads (N-I, NER and S-I) and respective ROs of MoRTH and CEs-NH through VC in respect of pursuing and monitoring of pre-construction activities through Google Work Sheet, processing of EOT and COS proposals including monitoring of EOT and COS proposals through Google Work Sheets

## Monitoring of Pre-Construction Activities

### General:

- In case of NH development works being implemented by the Roads Wing of MoRTH, the major pre-construction activities like LA, forest clearance, tree cutting and, in some cases, shifting of utilities generally start immediately after sanctioning of the NH development works.
- Normally 3 to 4 months' time is required to award the work after carrying out bidding and after completing other formalities. A further period of 2 to 3 months is required to complete other activities like handing over of land to the contractor, obtaining performance security/additional performance security, verifying the BGs before finally declaring appointed date.
- All efforts should be made to complete all the above activities required to declare the appointed date within 6 months of the date of sanction. Ministry's guidelines also indicate normal period for award of the work from the date of sanction as 6 months. For accomplishing the above task, close and regular monitoring of all these pre-construction activities by concerned Project Zones and ROs coordinating with the implementing agencies and other concerned stakeholders like Revenue Authorities, Forest Department Authorities etc., is very much required.
- To achieve the intended construction target for NHs, timely declaration of appointed date after completing all the pre-requisites is the basic requirement.
- To facilitate a regular and easy monitoring of the above pre-construction activities, a drop-down based Google worksheet has been prepared and shared with ROs of all the above Zones.
- Scrupulous monitoring and regular updating of the above Google worksheet with due diligence is to be done by all the Project Zones and the ROs.

### **Escalation Mechanism:**

- Based on the above Google worksheet, the number of projects and the details of the projects in which different pre-construction activities are not getting completed with the intended pace can be easily identified. The updated Google worksheet can be down loaded, which gets converted into an excel sheet on which filters can be operated and required categorised data can be extracted to identify the issues.
- All the Zonal Heads should make a presentation every week on any suitable day / time bringing out the actions taken on different parameters and their status.
- In case the actions on pre-construction activities do not progress, every effort should be made by Project Zones and ROs to expedite the same. In case the same also does not yield improvement, the matter should be escalated to the level of DG(RD)&SS along with the supporting details of the efforts already made at different levels.
- In case of requirement, meeting with Chief Secretary/Principal Secretary of the concerned State can be organised by concerned Project Zones/ROs to give required push for resolving the issues.

### **Instructions for pre-construction activities and to update the Google worksheet:**

- Clear instructions have been framed in respect of entering the details and updating them regularly in the above Google worksheet. These instructions and Google worksheets are as below.

## Google Sheet format:

Google Work-sheet for status of pre-construction activities of ongoing / under bidding / yet to be appointed NH works 2023-24																					
S.No	State	Name of Project	Length (In Km.)	Date of sanction (DD-MM-YYYY)	Date of award (If awarded)	Land Acquisition (LA)			Forest Clearance (FC)		Likely/actual Date of making land available in 90% length	Utility shifting (US)		GAD Approval		Tree cutting (TC)					
						Length affected by LA (in Km.)	Status of LA		Length affected by FC (in Km.)	Status of Forest clearance		Length affected by US (in Km.)	Status of utility shifting		Length affected by GAD (in Km.)	Status of GAD		Length affected by TC (in Km.)	Status of tree cutting		
							Notification Stage	Completed /Partial		If Partial (%)			Action status	Date of action (DD-MM-YYYY)		Action status	Date of action (DD-MM-YYYY)		Action status	Date of action (DD-MM-YYYY)	Action status

## Instructions to fill the Google sheet:

- The drop-down options for status of LA are "LA not involved", "No notification issued", "3(a) issued", "3A issued", "3D issued", "3G award passed", "Disbursement made", "Land possession taken".
- Use drop down only to fill Notification stage & Action status. For each Notification stage in LA status "Completed" or "Partial" is to be selected. If "partial" is selected the percentage covered for that notification stage is to be filled in round figure.
- In the LA Notification stage dropdown, unless previous notification is completed up to 90% extent or more, next notification stage should not be selected. For example, *if 3A is done up to 60% and 3D is done up to 13%*, only **3A Issued** and **Partial** should be selected.
- The drop-down options for FC status are " Forest clearance not involved", "DGPS survey not done", "DGPS survey done", "FC proposal uploaded", "Stage-I clearance obtained", "Working permission obtained".
- The drop-down options for Utility shifting status are "US not involved", "US is part of bids invited", "Joint inspection not done", "Joint inspection done", "US estimates obtained", "US estimates approved".

6. The drop-down options for GAD status are **"GAD approval not Involved", "Joint inspection not done", "Joint inspection done", "GAD proposal uploaded on Rly portal", "GAD approval obtained"**.
7. The drop-down options for Tree cutting status are **"Tree cutting not involved", "Joint inspection not done", "Joint inspection done", "Tree cutting permission obtained"**
8. Wherever applicable date of action should be filled for the selected Action stage in the Date of Action column.

## Processing & Monitoring of Extension of Time (EOT) proposals in EPC contract and other similar modes

### General:

- In major developmental works especially, those related to linear projects like Highways, Railways etc., delays take place due to various reasons like delays in land acquisition, delays in shifting of various hindrances, delays in forest and environmental clearances, delays in obtaining wild life clearances, delays due to contractors' slow progress, delays in deciding on the variations in the project etc.
- The factors which cause the delays can be categorized into three main categories:
  - (i) Delays due to the defaults of the Authority (Client)
  - (ii) Delays due to proclaimed force-majeure events (generally to be declared by a competent authority/Government body as a force-majeure event(s) affecting the whole region
  - (iii) Delays due to the defaults of the Contractor
- The EPC contract or other similar modes are basically lump sum natured contracts which are the contracts to be completed by the Contractor at a pre-agreed fixed cost in a pre-agreed fixed time.
- Completion of the NH projects within the scheduled time making all out efforts is the need of the hour to avoid time and cost overruns and to make the improved infrastructure available to the road users which is highly essential for the socio-economic development of the country. However, due to several reasons, some of them being beyond the control of the contracting agency, result in delays making the contracting agency entitled for extension of time.

### Contract conditions in respect of EOT in EPC or other similar modes:

- The conditions of contract of all EPC mode contracts and other similar modes are very clear that EOT is admissible only when the delays take place due to the defaults of the Authority or due to force-majeure conditions. In other cases of delays due to the defaults of the contractor EOT is not admissible.

- The contract conditions also make it clear that in case EOT is not admissible, the contractor has to make all efforts and complete the work as early as possible paying liquidated damages (obviously as levied by the client under the contract conditions). The contract conditions also make it clear that the price adjustments would be applicable to the payment claims submitted by the contractor within 30 days of the stipulated milestones dates/completion date including any EOT thereon. Therefore, when EOT is granted, other benefits become admissible as per the contract conditions. Conditional EOTs are not specified in the EPC contract agreement and are neither consistent with the letter nor consistent with the spirit of these contracts.
- Routine matter- of-Course type extensions of time reduce the seriousness and respect of the contractor as well as of other stakeholders on the contract period and acts against timely completion of the project. Therefore, it is very much required to give a clear message to all the stakeholders that the EOT will be analyzed and given only for well justified reasons on the grounds of defaults of the Authority.
- The EPC contract conditions also specify that EOT is admissible for the part of the work which is affected by the defaults of the authority. Therefore, it is appropriate that in case a small stretch of work is affected by the pending construction activities, EOT can be granted only for that portion of incomplete work. In case a milestone is substantially affected, then the EOT needs to be given for such milestone or such completion of the work as the case may be.
- While analyzing the EOT proposals those responsible for delays and appropriate action/remedies in respect of such delays should also be brought out to minimize the recurrence of such commissions/omissions which led to the delay(s).
- It is the usual approach to withhold some amount out of the amounts due to the contractor till the extension of time proposal is finalized and disposed of protecting the interest of authority/Government so as to facilitate adjusting of any liquidated damages or other losses which may have to be recovered from the contractor on account of delays. However, in many cases, the disposal of EOT proposals is taking several months thereby blocking the

withheld amounts of the contractor hampering his cash flow which in turn adversely impacts the progress of the work. Therefore, expeditious disposal of the extension of time proposals is very much required for the smooth progress of the works.

- EOT cannot be given in absence of valid grounds for such extension in EPC/HAM modes. These Contracts on EPC/HAM modes are variants of lump sum contract which neither expire nor become invalid after scheduled completion time even if extension of time is not given. This is amply clear in Clause 10.6 of the EPC Contract Document which inter alia stipulates that in the event contractor fails to complete the work in accordance with the project completion schedule including any time extension granted under the agreement, the contractor shall endeavour to complete the balance work expeditiously and shall pay damages to the authority in accordance with the provisions of the contract for delay of each day until the works are completed. Therefore, extension of time can be granted only in cases where the delays are caused entirely due to either the defaults of the authority or due to force majeure conditions which are beyond the control of the contractor.
- The contractors on EPC/HAM modes are operated on the basis of achievement of financial milestones within the stipulated periods specified for such milestones. In case achievable financial progress is less than the financial progress specified for a particular milestone or the last milestone i.e., the completion of the project suitable extension of time is to be granted to the contractor keeping in view the delays caused due to the default of the authority/force majeure conditions, the stretches affected by such defaults/conditions and the time required for completion of such delayed components of work, etc., as per the principles of best engineering judgment and good industry practice. **An indicative format for delay analysis is placed at Annexure-A below.**
- Clause 10.3 of the EPC Contract specifies liquidated damages for failure in achievement of the milestones within the stipulated period with a relief proviso that such liquidated damages shall be refunded by the authority to the contractor without any interest in the event the project highway is completed within or before scheduled completion date including any time

extension thereof. The rates of liquidated damages are specified in respect of project completion and are not separately specified in respect of individual milestones. Therefore, rates proportionate to the respective milestone percentages can be considered in respect of the individual milestones. Balancing of levy of Liquidated damages (LDs) in respect of individual milestones and facilitating progress of work for its expeditious completion avoiding cash flow problems of the contractor on account of LDs which in turn hampers the progress of work is a matter of contract management. It is required to strike a balance between driving a strong message about the requirement of completing the works within the scheduled completion times achieving the stipulated milestones and allowing the contractors to make up the shortfalls in one milestone in the subsequent milestones without causing cash flow constraints through liquidated damages in respect of failure in achievement of intermediate milestones.

- In case the contractor fails to achieve the milestone and does not show improvement in the progress even after warnings and notices to that effect, liquidated damages need to be levied in respect of failure in achievement of intermediate milestones and other actions in terms of the contract conditions including termination of contract need to be taken as may be required in the interest of expeditious completion of the work.
- The contractor shall submit the claim for extension of time with complete details and supporting documents to the authority engineer with a copy to the authority. The authority engineer shall furnish the recommended extension of time along with recommended extensions in the milestone dates, if any, supported by the substantiating valid grounds on which such extensions are recommended duly indicating the affected works to be completed and the time period required for completion of such works to the competent authority for approval of the extension of time as per the extant delegations. While recommending the extension of time proposals, achievable financial progress within the land and clearances made available should be clearly brought out in the EOT proposal in respect of original & proposed milestone dates/original and proposed completion dates.



- The competent authority shall finalize and approve the extension of time, as admissible, with the concurrence of IFD or otherwise. Any laxity in terms of inadequately prepared and recommended extension of time proposals or undue delays in processing and recommending extension of time, would be considered as serious deficiency in services and appropriate action shall be taken in terms of the authority engineer services contract or otherwise. While recommending the extension of time, the previous extensions recommended/allowed shall be duly considered.
- As per Clause 19.11 of the EPC Contract, price adjustment is admissible only in respect of the stage payment statements submitted by the contractor not later than 30 days from the date of applicable project milestone or the scheduled completion date as the case maybe including any extension of time granted under the provisions of the Contract Agreement.
- In case of stage payment statements submitted after the specified period, the price adjustment shall be applicable only up to the date of respective project milestone or the scheduled completion date as the case may be together with grace period if any allowed in the contract. Therefore, price adjustment also gets partially withheld till EOT claim proposal is finally decided and disposed of. Therefore, expeditious disposal of extension of time proposals within the stipulated timelines as above are essential for the smooth progress and implementation of the projects.

Assessment of Achievable Financial Progress and Milestones/Actual Progress Achieved

**Annexure-A**

Sl. No		Milestone Date / Appointed date / Date of handing over of Encumbrance free land	% Financial progress to be achieved on Mile Stone date as per contract agreement	Cumulative length in km in which Encumbrance free land with clearances for hindrances given	Achievable Financial Progress in %	No. of days delay in giving clearance	Actual Financial progress achieved in %	Remarks
1		Appointed date:	-			-	NA	<p>Hindrance free land handed over on appointed date is X km, in Y short stretches (bits &amp; pieces where work can't be taken up) resulting in net available front of Z km.</p> <p><u>Chainage-wise Details to be enclosed as Appendix-I</u></p>

Sl. No		Milestone Date / Appointed date / Date of handing over of Encumbrance free land	% Financial progress to be achieved on Mile Stone date as per contract agreement	Cumulative length in km in which Encumbrance free land with clearances for hindrances given	Achievable Financial Progress in %	No. of days delay in giving clearance	Actual Financial progress achieved in %	Remarks
2 . . . . .		Date of Encumbrance / Hindrance clearance (if any)	-					<p>Clearance given in a length of X km, which resulted in work front of Y km (after excluding short stretches (bits &amp; pieces where work can't be taken up)</p> <p>If this is overlapping with any other hindrance / encumbrance then this may not be considered as work front made available.</p> <p><b><u>Chainage-wise Details to be enclosed as Appendix-II</u></b></p>

Appendix to Annexure

Sl. No.	Chainage		Side	Total Length in (km)	Workable Length (after excluding small stretches generally less than 1 km unless project stretch itself is small, handed over in bits & pieces)	Remarks
	From	To				
1						
2						
3						
Total						
* Workable Length was =			km			

### Monitoring of EOT proposals:

- Regular monitoring of EOT proposals in different stages and acting upon them in a time bound manner is highly essential for smooth progress of the works. Therefore, a dropdown menu-based Google work sheet for monitoring the EOT proposals has been prepared along with clear instructions for filling up and updating these work sheets and the links for the same have been separately circulated. The instructions and the Google work sheets for reference are as below.

### Google Sheet format:

Google worksheet -EOT Proposal									
S.No	State	Name of the Project	Date of Sanction (DD-MM-YYYY)	Date of Award (DD-MM-YYYY)	Appointed date (DD-MM-YYYY)	Scheduled date of completion as per original contract (DD-MM-YYYY)	Date upto which EOT given, if any (DD-MM-YYYY)	Status of Action on EOT proposal	Date of Action on EOT proposal, if any (DD-MM-YY)
1.									
2.									
3...									

### Instructions to fill Google Sheet:

1. The drop-down menu consists of the following options “EOT not required”, “EOT not admissible”, “EOT not admissible & Rejected”, “EOT proposal not submitted by Contractor to executing agency /PWD/BRO etc as confirmed by RO”, “EOT proposal

submitted by contractor to executing agency/ PWD/BRO etc.”, “EOT proposal submitted to RO & Returned unapproved once”, “EOT proposal submitted to RO”, “EOT proposal returned by project zone once”, “EOT proposal submitted to project zone”, “EOT proposal sent to IFD”, “EOT proposal concurred in by IFD & under AA”, “EOT approved”.

2. Once an option is selected, the date of action for that status of action should be entered in the next column “Date of action on EOT proposal, if any, in DD-MM-YYYY format”.
3. In case a project is progressing normally and no EOT requirement is envisaged, **“EOT not required”** option should be selected.
4. EOT in EPC Contracts is admissible only in case of delays due to authority’s defaults, to the extent those defaults affected the project. In case of force majeure condition which is in the form of occurrence of substantially huge natural/man-made event which affected the whole region including the subject project in a substantial manner, such major events need to be declared by a government body as force majeure events affecting the whole area/region. In case no such force majeure events or authority’s defaults exist, causing delays in the project, it means the delays in the project are due to the contractor’s own faults. In such cases when EOT is neither submitted by contractor nor admissible “EOT not admissible” option should be selected.
5. In case EOT proposal is submitted by contractor and is rejected as not admissible when neither force majeure event nor authority’s defaults exist, **“EOT not admissible & Rejected”** option is to be selected.
6. When EOT is likely to be admissible but EOT proposal is not submitted by contractor (which should be confirmed by RO by contacting the contractor), such option **“EOT not submitted by Contractor** “is to be selected.
7. When EOT proposal is submitted by contractor to PWD/BRO/AE, etc., as ascertained by RO, such option **“EOT proposal submitted by contractor to executing agency/ PWD/BRO etc”** is to be selected.
8. In case EOT proposal submitted to RO by PWD/BRO/Authority Engineer which is in a highly deficient condition, such serious deficiencies are to be indicated while returning the EOT proposal to PWD/BRO/AE, etc., with the instructions to re-frame the EOT

proposal appropriately and re-submit only after detailed joint pre-review with the RO. In such case the option "**EOT proposal submitted to RO & Returned unapproved once**" should be selected

9. The proposal should be submitted by PWD/BRO/AE once it is returned by RO only after such pre-review with the RO. Thereafter, the proposal should not be returned back by RO even if some deficiencies are noticed and/or the deficiencies are indicated by higher authorities. Those deficiencies should be got corrected by the concerned in the Regional Office itself by taking the inputs of the concerned. In extreme cases, if the proposal requires to be returned back again, specific approval of higher authority not less than ADG/DG (RD) & SS needs to be taken bringing out the reasons for such returning of proposal more than once.

10. Similarly, if EOT proposal is found substantially deficient, the same can be returned only once by Project Zone indicating such major deficiencies. In such case the option "**EOT proposal returned by project zone once**" option is to be selected. If feasible, the deficiencies are to be got corrected by Project Zone taking the inputs of the concerned appropriately. Once RO forwarded the proposal upwards to Project Zone, the same should not be again sent down by RO even if the proposal was sent back by higher authorities. The deficiencies are to be got corrected by taking the inputs of the concerned.

11. The proposal should not be sent back by Project Zone to RO more than once. Any further deficiencies either noticed or pointed out by higher authorities should be got corrected by taking necessary inputs of the concerned.

12. In case the proposal gets returned from IFD more than two times, the matter should be brought to the notice of DG (RD) & SS. The EOT proposals need to be handled and reflected appropriately in the above google worksheet with correct dates and details. Any casual and non-serious handling will be viewed seriously.

## Processing & Monitoring of COS proposals in NH works on EPC mode and other similar modes

### General:

- A well prepared comprehensive DPR is the foundation for the smooth and timely implementation of any major works, especially NH development works which are linear in nature.
- However due to various reasons like changes in the site conditions including the road side developments, taking up of other major development projects fouling fully or partially with the current project, after-thought about important value additions, commissions and omissions in the original DPR/ scope etc., changes in the scope get necessitated.
- Quick decisions on these changes in scope avoid delays and facilitate smooth progress of the work minimizing cost overruns.
- For smooth progress of the projects, after the contracts are awarded, changes in the scope are to be avoided as much as possible.
- In case these are not avoidable, all the essential requirements of changes are to be identified as early as possible soon after the commencement of the work.
- Value additions are to be considered only when those components substantially increase the functional value of the project and when those are not amenable to addition in future. The change of scope proposal is to be worked out comprehensively and firmly as per the conditions of the contract and is to be formally issued to the contractors after taking due approvals from the competent authority.
- Change of scope should always be issued to the contractor through a comprehensive Change of Scope (COS) order covering all aspects like exact changes to be made in the scope, cost of such changes (positive / Negative or net), payment schedules for such changes, time allowed for such changes, admissibility of the price adjustment on the change of scope, admissibility of extension of time on account of the COS etc.
- Due acceptance of the contractor should be obtained for such change of scope order. These steps are not being followed presently in many of the cases which is leading to ambiguity in change of scope, delays in their



processing/approval and disputes at later stage in respect of changes in scope.

- Streamlining and systematizing the method of handling the changes in scope is essential.
- EPC and HAM modes of contract are variants of lumpsum type of contract where the Contractor quotes a lump sum price for the scope of work defined in the Contract. The responsibility for detailed design and their implementation lies with the Contractor in lieu of the payment as per the quoted price and contract conditions.
- The necessity for COS arises when the actual requirements of the project vary from the scope defined in the schedules of the contract. If comprehensive scope of work is framed at the time of conceptualizing and bidding the project on EPC/HAM modes, the necessity for changes in the scope either do not arise or would be minimal.
- Changes in scope arise either due to multiple deficiencies in the DPR/Schedules of contract on the above modes or due to changes in the requirements as per the site conditions or otherwise due to additional value additions etc., as determined by the Authority. Therefore, all efforts should be made for carrying out the DPRs with due diligence and for framing all schedules comprehensively to avoid changes in scope. Changes in scope lead to time and cost overrun apart from legal and contractual complications and as such should be kept to as minimum as possible.

#### **Identification of COS requirements for the project:**

- As per clause 13.1 (i) of EPC contract document, the Authority may require the contractor within a period of 6 months from appointed date to make modifications/alterations in the work. Therefore, the entire project stretch should be inspected and assessed vis-à-vis the scope of work defined in that contract by all the stake-holders and bring out any essential changes in scope in a comprehensive “Change of scope proposal” within the stipulated period.
- In exceptional cases, if changes in scope are required beyond 6 months from the appointed date, the same in any case are to be agreed between the parties before expiry of 50% of the originally scheduled construction period

as per Clause 13.1 (ii) of EPC contract subject to the condition that no extension of time/prolongation related claims or any other claims would be admissible against the Authority on account of such changes. These stipulations are to be scrupulously adhered to.

- The contract conditions also allow Contractor to propose changes in scope considered as required for the project by the Contractor within 90 days from the appointed date. As the scope of the work is defined in the contract as per the requirements determined by the Authority, the changes in scope from the Contractor's side should be for those changes which are beneficial and advantageous to the Authority in terms of accelerated completion, reduction in the life cycle cost to the Authority and improvement of efficiency or value of the project highway to the Authority or otherwise beneficial to the Authority and should be judged strictly on these principles.

#### **Framing and processing of COS proposals:**

- In case the Authority feels the requirements of the change of scope, a change of scope notice defining the required changes in unambiguous terms should be issued to the Contractor. Upon receipt of the change of scope notice, the Contractor shall with due diligence furnish a detailed proposal to the Authority/Authority engineer preferably within 15 days covering the scope of the proposed "Change of Scope work" proposed designs/layouts, detailed costing as per the contract conditions and time required for implementation of the change of scope including necessity of any extension of time to the contract on account of the change of scope as per the contract conditions. The change of scope proposal should cover all the required details to frame a **firm change of scope order**.
- As per contract conditions clause 13.2 (v), the contractor shall not undertake any change of scope without the expressed consent of the Authority (by way of issue of Change of Scope order) except for any works necessary for meeting any emergency which should be communicated immediately preferably within 3 days of any verbal order to the Contractor to commence such urgent work. The written confirmation of the Authority may be treated as the Change of Scope notice upon which the Contractor shall submit a detailed change of

scope proposal as indicated and explained above. The changes without which the project execution as per the scope of the original contract is not feasible may be treated on the same footing as that of emergency requirements of changes in scope.

- The Authority Engineer shall examine the change of scope proposal keeping in view the essentiality of the requirements, cost effectiveness and the benefits to the Authority and should firm it up with a draft Change of Scope order and detailed costing. The costing of the change of scope proposal shall be as per the relevant contract conditions.
- The change of Scope order should contain firm and unambiguous scope of the work to be carried out under the proposed change of scope, relevant layouts, plan profile drawings, TCS etc., to define the work adequately and to arrive at accurate costing of such work, the payment schedules for the change of scope work, the SOR adopted for costing the change of scope work, the admissibility or otherwise of price adjustment to the change of scope work, time period for carrying out the change of scope work indicating the extension of time of the contract allowed, if any, on account of the change of scope etc. It shall also be specified in the change of scope order that the provisions of the original contract agreement related to the work and taxes shall apply *mutatis mutandis* to the work carried out under the change of scope.
- The reasons for the change in scope and the actions on defaulting agencies which led to the change of scope may be clearly brought out while processing the proposal of change of scope.
- In case of any laxity including delays in the processing of change of scope proposal by the Authority Engineer with due diligence, the same shall be viewed seriously and appropriate action under the Authority Engineer Services Contract shall be taken.
- An indicative format for draft Change of Scope (COS) order is attached below for general guidance.

**Name of the Work:**

**Draft Change of Scope Order**

**a. Scope of work of change of scope order:**

Sl. No	Change of Scope Provision
1	
2	
3...	

**b. Brief details of the scope of works :**

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**c. Costing of COS:**

Sl. No	Name of item	Additional cost in Rs (+ addition / - deletion )
1		
2		
3		
	Total cost of COS (A)	
	GST @ 18% on A	
	Total amount of COS after adding GST (A+B)	
	Add tender Premium / Less Tender discount	
Grand Total Amount of COS		

**d. Payment Schedule:**

Sl. No	Stage For Payment	Scope (km/Nos)	Unit	%age of total COS cost (incl GST)	Payment Procedure
A					
B					
C..					
				100	

**e. Time Period**

The work of Change of Scope Order shall be completed as parallel activity to the original scope of work and no additional extension of time is admissible on account of this change of scope. Work shall be executed within the original scheduled period or its extended period (if any) on account of other reasons attributable to Authority.

**f. Other Conditions**

- In token of acceptance of the above Change of Scope Order a copy of the same may be returned to the Authority Engineer / Authority with acceptance endorsement of authorized signatory of the EPC contracting agency.
- Testing and acceptance criteria, defect liability, maintenance period and all other aspects shall be mutatis mutandis as per the conditions of the main EPC contract.

- iii) The TCS and other figures are indicative in nature and are intended to define broad scope. The actual execution shall be as per detailed design / structural design according to the manual included in the contract agreement and as per relevant IRC codes and latest edition of Ministry's specifications for Road & Bridge works.

#### **Monitoring of COS proposals:**

Regular monitoring of COS proposals in different stages and acting upon them in a time bound manner is highly essential for smooth progress of the works. Therefore, a drop-down based Google work sheet for monitoring the COS proposals has been prepared along with clear instructions for filling up and updating these work sheets for which links have been separately circulated. The instructions and the Google work sheets for reference are as below.

### Google Sheet format:

Google sheet - COS Proposal												
S.No	State	Name of the Project	Date of Sanction (DD-MM-YYYY)	Sanctioned cost in Rs Crore (OE/RE)	Sanctioned Civil works cost (in Rs Crore)	Awarded cost (in Rs Crore)	Appointed date (DD-MM-YYYY)	Scheduled date of completion as per contract (DD-MM-YYYY)	EOT given, if any (DD-MM-YYYY)	Present Financial progress in %	Action status on COS proposal	Date of Action on COS proposal (DD-MM-YYYY)
1												
2												
3...												

### Instructions to fill Google Sheet:

- The following are the options in the drop-down menu in respect of the google worksheet for COS proposals on the item of Action status on COS proposals. "COS not required as confirmed by RO", "COS required for unavoidable essential items", "COS required for other value addition items", "COS proposal required but not submitted to PWD/ BRO/Executing agency/AE etc", "COS proposal submitted to PWD/BRO/Executing agency/AE etc", "COS proposal submitted to RO but returned once", "COS proposal submitted to RO", "COS proposal submitted to project zone", "COS proposal returned once by project zone", "COS proposal sent to IFD", "COS proposal concurred in by IFD", "COS proposal under AA", "COS approved".
- Once an option is selected, the date of action for that status of action should be entered in the next column "Date of action on EOT proposal, if any, in DD-MM-YYYY format". RO, in the early stages of project, in case of other ongoing projects as soon as feasible, should assess if COS is required. In case COS is not required or work is not awarded or the work is recently awarded such option "COS not required as confirmed by RO" is to be selected.
- In case COS is required for essential unavoidable items without which the project cannot meet its objective, such option "COS required for unavoidable essential items" is to be selected.
- COS for value addition items, if required, such option "COS required for other value addition items" is to be selected. In case both types of items are required, option of essential items is to be selected but in the proposal, the items which are unavoidable and which are value addition items are to be clearly explained.

5. In case COS proposal is required but was not submitted to PWD/ BRO/Executing agency/AE etc., as ascertained by RO, such option is to be selected.
6. COS proposal, if submitted to PWD/ BRO/Executing agency/AE etc., as ascertained by RO, the same is to be selected.
7. In case COS proposal submitted to RO is highly deficient the same can be returned only once indicating such serious deficiencies with instructions to resubmit the same after a pre-review by RO with all the concerned sitting together. The proposal should not be returned back more than once either by RO or by Project Zone. Other deficiencies, if noticed, or pointed out by higher authorities should be got corrected by taking the inputs of the concerned appropriately.
8. Once a COS proposal is submitted upwards, the same should not be returned back but should be got corrected by taking the inputs of the concerned appropriately. In case of requirement of returning the proposal more than once due to any extraordinary conditions, approval of higher authority at the level of ADG/DG (RD) & SS should be taken.
9. In case COS proposal is returned back by IFD more than twice, the same should be brought to the notice of DG (RD) & SS. COS proposals for non-essential value addition items should not normally be entertained after the financial progress of the project reaches 75%.
10. COS proposals are to be prepared with all complete details as per the contract conditions and as per the guidelines given in this respect.
11. Delays in firming up COS proposals adversely affect the progress of the work and lead to time and cost overruns.
12. Any casual handling of COS proposals and furnishing of incorrect details in the google worksheet would be viewed seriously.



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