



GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS

Parivahan Bhavan,
1, Parliament Street,
New Delhi-110001

RW-NH-35071/2/2013-S&R(B)

To

1. The Chief Secretaries of all State Governments/Union Territories.
2. The Principal Secretaries /Secretaries of all States/U.Ts. Public Works Department dealing with National Highways, other Centrally Sponsored Schemes and State Schemes.
3. The Engineers-in-Chief and Chief Engineers of Public Works Departments of States/U.Ts dealing with National Highways, other Centrally Sponsored Schemes and State Schemes.
4. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi-110 075.
5. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.

Sub: **Points to be covered in the RFP documents of Consultancy Assignment on National Highways & related Centrally Sponsored Works.**

Sir,

Vide Circular of even no. Dated 16th January 2014 on above mentioned subject, certain points to be included in the RFP documents of various consultancy assignments had been circulated for immediate compliance. Based on the feedback and to bring about greater clarity in the matter. Ministry has decided to issue fresh circular in supersession of earlier circular of even number dated 16.01.2014, indicating the points for inclusion into RFP documents. These points are as under:

- 1.1 The selection criteria for all consultancy works shall be quality cum cost based selection (QCBS) with 80:20 weightage for technical & financial scores respectively. In order to encourage new Consultants, the finalized RFP/RFQ

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All Members
CGM (M)
2013

Dated: 25th February 2014

16 shall allow JV/Associates for all type of consultancy assignments. The RFP document shall be provided with minimum threshold qualification of the firm for screening during evaluation of the proposals.

1.2 The RFP document for DPR/ PR preparation shall keep 6 months time for acceptance of final DPR/PR after submission by the Consultant. If no issues have been raised or there are no unaddressed issues with regard to submission, the final DPR/ PR shall be deemed to have been completed by the consultant as per terms of the contract after lapse of 6 months and payment shall be released accordingly and the consultancy work shall be treated as complete for payment purpose. The Performance Securities of the Consultants shall be released/deemed to be released after one year from final submission/deemed final submission. In case preparation of schedule for land acquisition is part of consultancy work the payment designated for the purpose shall be released only after completion of 3D.

1.3 The inputs for Senior Bridge Engineer, Highway Design Engineer, Road Safety Expert, Traffic & Transport Engineer, shall be taken up to 40% in the field and the balance from the Headquarters, since for their services, substantial support is needed from the Headquarters. Besides, for the positioning of legal, Financial and Contract specialists the input shall be minimum 20% period in the field and balance 80% at Headquarters.

1.4 At present, the Consultancy Contracts provide for escalation on yearly basis on remuneration component only. It has now been decided that escalation @ 5% per year will henceforth be provided to cover all items of the Contract, inter alia including vehicle hire, office rent, consumables, furniture etc.

1.5 In all future projects proposed to be taken up under BOT/EPC, Detailed Project Reports shall be prepared instead of feasibility only primarily to ascertain the realistic and firm cost of the project, before bidding the civil works on EPC/BOT/Annuity mode and shall be disclosed on website for information of all interested bidders. The scope of the consultancy assignment shall include all components of DPR. However, the detailed design of the project components shall be carried out to the extent required for estimation of detailed cost of the project. It may be referred to as the PROJECT REPORT to differentiate it from a FR and DPR. In case of unavoidable circumstances the bidding of projects may be allowed on Feasibility study.

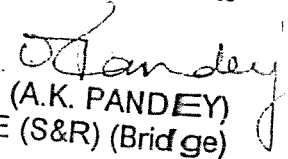
1.6 A single Bank Guarantee to cover for performance of all projects under one Executive Agency (NHAI/PWD/BRO/ Ministry zones) shall be taken as tabulated below instead of taking it again and again. The Consultant may initially provide the Performance Guarantee for a period of two years provided that it shall procure the extension of the validity of the Performance Guarantee at least

945

one month prior to the date of expiry thereof. Once the appropriate single Bank Guarantee for Performance Security has been submitted by the Consultant, the existing BGs shall be returned. The proforma for Bank Guarantee is enclosed at Annexure-I.

Remaining cumulative Value of Consultancy Fee as per Contracts under Agency(NHAI/PWD/BRO/Ministry) (Cr)	Performance Guarantee BG Value (in Rs. crores.)
0-20	0.5
20-40	1
40-100	2.50
100-200	4.0
Beyond 200	5.0

2. Para 1.2, 1.3 & 1.6 shall also be applicable in the ongoing consultancy assignments.
3. These may be implemented with immediate effect under intimation to the Ministry.


(A.K. PANDEY)
SE (S&R) (Bridge)

Copy for information and necessary action to:

1. All Technical officers in the Ministry of Road Transport & Highways
2. All ROs and ELOs
3. The Secretary General, Indian Roads Congress
4. The Director, IAHE
5. Technical Circular File of S&R Section

Copy for kind information to:

1. PS to Hon'ble Minister (RT&H)/PS to MOS (T)/PS to MOS(S).
2. Sr. PPS to Secretary (RT&H)
3. PS to DG (RD) & SS
4. PPS to AS&FA
5. PS to ADG-I
6. PS to ADG-II
7. PS to ADG-III

Format for Bank Guarantee for Performance Security

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

(Name & Address of Authority)

In consideration of all consultancy works (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) awarded to M/s..... having its office at (Hereinafter referred to as the "Consultant" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), by employer and the same having been unequivocally accepted or will be accepted by the Consultant, resulting in Contracts value upto Rs...../- (Rupees.....) excluding service tax and the Consultant having agreed to furnish a Bank Guarantee to the Employer as "Performance Security as stipulated by the Employer in the said contracts for performance of the consultancy Contracts undertaken or proposed to be undertaken in future date as a blanket security for compliance with his/its obligations in accordance with entire Contract(s) including contracts to be extended, modified, awarded and executed before the expiry of this Bank Guarantee or renewal thereof amounting to Rs.-/- (Rupees.....).



We,.....having registered office at, a body registered/constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) hereby guarantee and undertake to pay the employer immediately on demand any part or, all money payable by the Consultant to the extent of Rs.(Rupees.....) as aforesaid at any time up towithout any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable that is till expiry of this Bank Guarantee or renewal thereof.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contracts by the Consultancy firm. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the

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42
matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein:

1. Our liability under this Omnibus Guarantee shall not exceed Rs. (Rupees.);

2. This Bank Guarantee shall be valid upto (Date (Month) Year); and (24 months)

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee if you serve upon us a written claim or demand on or before...." (24 months). Thereafter, all your rights under this Guarantee shall be forfeited and we shall be released from all our liabilities hereunder irrespective of whether the guarantee in original is returned to us or not.

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*4. This guarantee shall also be operatable at our.....branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

5. This Bank Guarantee has been issued on the request of M/s

Signature and Seal of Guarantor..... In presence of

Name and Designation 1.

Name of the Bank..... (Name, Signature & Occupation)

Address..... 2.

..... (Name & Occupation)

Date

*This clause shall be kept for Bank Guarantees being issued outside Delhi.

