



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

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NHAI/ Policy Guidelines/ Consultancy Contracts/ 2018 No.10.2.15, Dated the, 18th July, 2018

Sub: Deployment of key personnel of Independent Engineer(IE)/ Authority Engineer (AE)/ Supervision Consultant (SC) for Under Implementation (UI) and O&M of Completed Projects - reg.

Ref: Modified RFP documents released vide circular no. NHAI/ 11013/ AE&IE/RFP/ Docu./2017 dated 10.11.2017.

It has been observed that the key personnel proposed in the technical bids by Independent Engineer (IE)/ Authority Engineer (AE)/ Supervision Consultants (SC) of various projects under implementation or O&M stage are not being deployed by the concerned agencies for supervision of the projects. Accordingly, it has been decided to take the following measures to ensure that the key personnel are deployed as proposed by the consulting firms in their technical bids:

- (i) For all ongoing projects, where an IE/ AE/ SC has been appointed, the concerned Project Director (PD) shall submit a report on the deployment of key personnel for each project for the last three months to the CGM concerned at NHAI HQ as per **Annexure-I**. In cases where it is observed that two or more of the key personnel have not been deployed/ available for at least 90% of the scheduled time during the last 3 months, the payments to the Consultant shall be suspended with immediate effect by giving a notice as per Clause 2.8 of the GCC, and termination proceedings shall be initiated immediately after 30 days as per Clause 2.9 of the GCC, if the Consultant fails to remedy the default. On issuance of termination notice, the RFP for appointment of a new IE/ AE/ SC shall be invited. Bids for new projects shall not be accepted from such firms for a period of one year from the date of termination.
- (ii) For all projects, where bids have been invited but not yet received, and for all future projects where bids are planned to be invited, the bidders shall be required to submit the details of ongoing assignments as per **Annexure-I** with a declaration that all key personnel in the existing contracts have been duly deployed on such projects during the last 3 months.
- (iii) For all projects, where bids have been invited but not yet received, and for all future projects where bids are planned to be invited, the relevant payment clause of the RFP for IE/ AE/ SC stands modified as per **Annexure-II** in order to ensure satisfactory deployment of key personnel for the project. Concerned CGM-HQ/ ROs shall immediately issue corrigendum to this effect for all bids that have been invited.

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2. Further, to ensure adequate security for satisfactory performance of obligations for a specific project, it has been decided to discontinue the system of receiving a single Bank Guarantee for the performance of all projects of the firm under NHAI, which means that they should be required to furnish BG for each project for which they are engaged, which would be 5% of their Bid value. Further, to discourage under-quoting, an Additional Performance Security (APS) equal to 30% of the differential from the average bid value for the said project shall be collected in cases where the successful bid is less than 85% of the average of all bids received. For all projects where bids have been invited but not yet received, and for all future projects where bids are planned to be invited, the relevant clause of the RFP regarding Performance Security for IE/ AE/ SC contracts stands modified as per **Annexure-III**. Concerned CGM-HQ/ ROs shall immediately issue corrigendum to this effect for all bids that have been invited.

3. This issues with the approval of the competent authority.


(V.K. Sharma)
Chief General Manager (Coord.)

To

- i) All NHAI [through Web Admn.] and hosting on NHAI website
- ii) Hindi Officer for translation in Hindi

Name of Project:

Name of Project Director:

Name of Project Implementation Unit:

Name of IE / AE / SC (please specify):

Stage of project: Under Implementation/ O&M of Completed Project (please select one)

Names of Key Personnel	Designation	Aadhar No.	Number of days present on the project during last 3 months	Number of days required to be present during last 3 months as per schedule	% availability

Modified Payment Clauses of the RFP for IE / AE / SC

RFP	Section	Clause No.	Existing Clause	Revised Clause															
Procurement of IE during O&M stage of BOT project	General Conditions of Contract	6.2 (c)	Non availability of key personnel shall attract deduction in monthly payment as per billing rates provided by the Consultant in APPENDIX C-3: BREAKDOWN OF LOCAL CURRENCY COSTS. In case of replacement of key personnel, deduction in monthly payment shall be done as per Clause GC 4.5.	<p>It is mandatory to deploy the key personnel and sub-professional as per the Man-Months Input specified in the Terms of Reference. Inadequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per the following table. The key personnel and sub-professional shall be considered to be inadequately deployed if he/ she is not present for at least 90% of the time stipulated in the month, as per the Man-Months Input in the Terms of Reference and the Deployment Schedule proposed by the firm.</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Personnel</th> <th>% reduction in monthly payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader cum Highway Engineer</td> <td>25%</td> </tr> <tr> <td>2</td> <td>Highway Maintenance cum Resident Engineer</td> <td>30%</td> </tr> <tr> <td>3</td> <td>Other Key Personnel</td> <td>25%</td> </tr> <tr> <td>4</td> <td>Sub-professional staff</td> <td>20%</td> </tr> </tbody> </table> <p>For avoidance of doubt, in case the Team Leader cum Highway Engineer has not been made available for 90% of the stipulated time in the month, then only 75% of the monthly payment shall be released. In the case of "Other Key Personnel (Sr.No.3)" and "Sub-professional staff (Sr.No.4)", the average availability across the group shall be considered for calculation.</p>	Sr. No.	Personnel	% reduction in monthly payment	1	Team Leader cum Highway Engineer	25%	2	Highway Maintenance cum Resident Engineer	30%	3	Other Key Personnel	25%	4	Sub-professional staff	20%
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Procurement of IE for OMT project	General Conditions of Contract	6.2 (c)																	
Procurement of SC for O&M of NH project	General Conditions of Contract	6.2 (c)																	

RFP	Section	Clause No.	Existing Clause	Revised Clause																		
Procurement of AE for EPC project	General Conditions of Contract	6.2 (d)	New clause	Notwithstanding anything to the contrary stated in the GCC and SCC, it shall be mandatory to deploy the key personnel and sub-professional as per the Man-Months Input specified in the Terms of Reference. Inadequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per the following table. The key personnel and sub-professional shall be considered to be inadequately deployed if he / she is not present for at least 90% of the time stipulated in the month, as per the Man-Months Input in the Terms of Reference and the Deployment Schedule proposed by the firm.																		
Procurement of IE for Toll project	General Conditions of Contract	6.2 (d)																				
Procurement of IE for HAM project	General Conditions of Contract	6.2 (d)																				
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Modification to Performance Security Clause in RFP for IE / AE / SC

RFP	Section	Clause No.	Existing Clause	Revised Clause
Procurement of IE during O&M stage of BOT project	Section 2 Letter of Invitation to Consultants	10	<p>The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.50% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of [xx+2] months i.e. upto 2 months beyond the expiry of the Contract of [xx] months. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalized Bank, IDBI or ICICI/ ICICI Bank/ Foreign Bank/ EXIM Bank/ Any Scheduled Commercial Bank approved by RBI having a net-worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net-worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.</p> <p>Alternatively, a single Bank Guarantee to cover for the performance of all projects under NHA may also be deposited as tabulated below, at the discretion of the consultant, instead of depositing separately again and again. The Consultant may initially provide the Performance Security for a period of two years provided that it shall procure the extension of the validity of the Performance Security at least one month prior to the date of expiry thereof. Once</p>	<p>The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 5.00% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of [xx+2] months i.e. upto 2 months beyond the expiry of the Contract of [xx] months. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalized Bank, IDBI or ICICI/ ICICI Bank/ Foreign Bank/ EXIM Bank/ Any Scheduled Commercial Bank approved by RBI having a net-worth of not less than 1000 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net-worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.</p> <p>Further, in cases where the bid of the successful consulting firm is less than 85% of the average of all bids received, the successful consulting firm shall have to submit an Additional Performance Security (APS) in the form of a Bank Guarantee for 30% of the differential value between the</p>
Procurement of IE for OMT project	Section 2 Letter of Invitation to Consultants	10		
Procurement of SC for O&M of NH project	Section 2 Letter of Invitation to Consultants	10		
Procurement of AE for EPC project	Section 6 Terms of Reference	13		
Procurement of IE for Toll project	Section 6 Terms of Reference	16		
Procurement of IE for HAM project	Section 6 Terms of Reference	16		

RFP	Section	Clause No.	Existing Clause	Revised Clause														
			<p>the appropriate single Bank Guarantee for Performance Security has been submitted by the Consultant, the existing BGs shall be returned. The Bank Guarantee be submitted in prescribed Performa.</p> <table border="1"> <thead> <tr> <th colspan="2">Performance Security</th> </tr> <tr> <th>Remaining cumulative Value of Consultancy Fee as per Contracts under a Agency (NHAI) (Cr)</th> <th>BG Value (in Rs. Cr.)</th> </tr> </thead> <tbody> <tr> <td>0-20</td> <td>0.5</td> </tr> <tr> <td>20-40</td> <td>1</td> </tr> <tr> <td>40-100</td> <td>2.50</td> </tr> <tr> <td>100-200</td> <td>4.0</td> </tr> <tr> <td>Beyond 200</td> <td>5.0</td> </tr> </tbody> </table>	Performance Security		Remaining cumulative Value of Consultancy Fee as per Contracts under a Agency (NHAI) (Cr)	BG Value (in Rs. Cr.)	0-20	0.5	20-40	1	40-100	2.50	100-200	4.0	Beyond 200	5.0	<p>successful bid and average of all bids received. The BG shall be valid for a period of [xx+2] months i.e. up to 2 months beyond the expiry of the Contract of [xx] months. The other requirements of APS are same as those of Performance Security.</p>
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