

Government of India
Ministry of Road Transport & Highways
(S&R Zone)

No.1, Parliament Street, Transport Bhavan, New Delhi-110001

File No: RW/NH-33044/88/2021-S&R(P&B)(200465)

Dated: 09th December, 2022

To,

1. The Chief Secretaries of all State Governments/UTs
2. The Principal Secretaries/ Secretaries of all States/ UTs PWD dealing with National Highways, other centrally sponsored schemes and state schemes
3. The Chairperson, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Dethi-110075.
4. The Managing Director, National Highway Infrastructure Development Corporation Ltd., 3 floor, PTI Building, Parliament Street, New Dethi-110001.
5. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110010.
6. Secretary General, IRC, IRC Bhawan, Kama Koti Marg, Sector-6, R.K.Puram, New Delhi-110022
7. Director, IAHE, Industrial Area, A-5, Sector-62, Noida-201309
8. NIC for uploading on Ministry's websites

Subject: Consultancy services for Authority's Engineer/Independent Engineer/Project Management Consultant (AE/IE/PMC).

- Amendment wrt Reduction of Remuneration on account of shortfall in Attendance.

Madam/Sir,

Ministry has issued Request for Proposal (RFP) documents for engagement of **Authority's Engineer (AE) & Independent Engineer (IE)** on 15.02.2019 and **Project Management Consultant (PMC)** on 06.01.2021. There is provision for deduction in the monthly payment to AE/IE/PMC due to inadequate deployment of key personnel and sub-professional, as per General Conditions of Contract. In this regard, the clarification for reductions of remuneration are being sought regularly.

In this context, it has been decided that Team Leader/each key personnel/sub-profession be allowed 12 days Casual Leave (CL) in a year with prior intimation to the Client. Out of this, a maximum of 3 days CLs can be availed either separately or together in a quarter and the period of the CLs would be counted as key personnel/sub-professional being on duty.

2. Model RFP document shall be modified as under: -

Sl No	Ministry's Reference	Annexure
1.	Authority's Engineer (AE) issued vide Ministry's letter no. RW/NH-39011/30/2015-P&P (Pt-I) dated 15.02.2019	Annexure-I,
2.	Independent Engineer (IE) issued vide Ministry's letter no. RW/NH-39011/30/2015-P&P (Pt-I) dated 15.02.2019	Annexure-II
3.	Project Management Consultant (PMC) issued vide Ministry's letter no. RW/NH-24024/02/2019-S&R(P&B) dated 06.01.2021	Annexure-III

Conti---2/-



3. This issues with the approval of Competent Authority.

Yours faithfully,


(A.K. Kushwaha)
SE, S&R (R)
For DG (RD) & SS

Copy to:

1. All ROs/ ELOs of MoRTH and all Technical Officers at MoRTH Headquarter.
2. PPS to Secretary (RTH), PPS to DG (RD) &SS, PS to AS&FA, PS to all ADGs

Amendments to Standard RFP Documents of Authority's Engineer (AE) issued vide Ministry's letter no. RW/NH-39011/30/2015-P&P (Pt-I) dated 15.02.2019			
Sl. No	Reference Clause	Existing Clause	Modified Clause
1.	Section 7: Draft Form of Contract., General Conditions of Contract, Clause 6.2 (d)	Notwithstanding anything to the contrary --- -- Terms of Reference. Inadequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per 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.	Notwithstanding anything to the contrary --- -- Terms of Reference. Inadequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per 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% (Except the leaves as specified in III. Special Conditions of Contract, IV. Appendices-Appendix E: Hours of Work for Key Personnel) 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.
2.	II. Special Conditions of Contract, IV. Appendices. Appendix E : Hours of Work for Key Personnel.	The Consultants Key personnel and all other Professional / Sub Professional / Support Staff/Sub-Consultancy ---- --- required in the interest of Project completion.	The Consultants Key personnel and all other Professional / Sub Professional / Support Staff/Sub-Consultancy ---- --- required in the interest of Project completion. In addition, casual leave for 12 days shall be permitted in a year to each Key Personnel/ Sub-Professional with prior intimation to the Authority. Out of this, a maximum of 3 CLs can be availed either separately or together in a quarter and the period of the CLs would be counted as Key Personnel / Sub-Professional being on duty.

Amendments to Standard RFP Documents of Independent Engineer (IE) issued vide Ministry's letter no. RW/NH-39011/30/2015-P&P (Pt-I) dated 15.02.2019			
Sl. No	Reference Clause	Existing Clause	Modified Clause
1.	Section 7: Draft Form of Contract., General Conditions of Contract, Clause 6.2 (c)	Reimbursable expenditure in the SC. Notwithstanding anything to the contrary --- -- Terms of Reference. Inadequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per 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.	Reimbursable expenditure in the SC. Notwithstanding anything to the contrary --- -- Terms of Reference. Inadequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per 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% (Except the leaves as specified in III. Special Conditions of Contract, IV. Appendices-Appendix E: Hours of Work for Key Personnel) 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.
2.	III. Special Conditions of Contract, IV. Appendices. Appendix E : Hours of Work for Key Personnel.	The Consultant Key Personnel and all other Professional/Sub Professional/Support staff/Sub Consultancy --- - --- required in the in the interest of Project completion.	The Consultant Key Personnel and all other Professional/Sub Professional/Support staff/Sub Consultancy --- ---- required in the in the interest of Project completion. In addition, casual leave for 12 days shall be permitted in a year to each Key Personnel/ Sub-Professional with prior intimation to the Authority. Out of this, a maximum of 3 CLs can be availed either separately or together in a quarter and the period of the CLs would be counted as Key Personnel / Sub-Professional being on duty.

Project Management Consultant (PMC) issued vide Ministry's letter no. RW/NH-24024/02/2019-S&R(P&B) dated 06.01.2021

Sl. No	Reference Clause	Existing Clause	Modified Clause
1.	Part-II, Appendix-VII, Draft Contract Agreement. II. General Conditions of Contract, Clause 6.3 (e)	Inadequate deployment of key personnel and sub-professional shall lead to 100% deduction in the monthly payment. The key personnel and sub-professional shall be considered to be inadequately deployed if he/she is present for less than 90% (excluding holidays) of the time stipulated in a half year (such as Jan-June & July- Dec), as per the Man Months Input in the Terms of Reference and the Deployment Schedule proposed by the firm. For avoidance of doubt, in case the Team Leader cum Senior Highway Engineer has not been made available for 90% of the stipulated time in the half year, then no monthly payment shall be released for one month in the half year. However, for the part of absence/leave remuneration shall be reduced on prorata basis.	Inadequate deployment of key personnel and sub-professional shall lead to 100% deduction in the monthly payment. The key personnel and sub-professional shall be considered to be inadequately deployed if he/she is present for less than 90% (excluding holidays and as specified in Special Conditions of Contract, Appendix C :Hours of Work for Consultants' Personnel) of the time stipulated in a half year (such as Jan-June & July-Dec), as per the Man Months Input in the Terms of Reference and the Deployment Schedule proposed by the firm. For avoidance of doubt, in case the Team Leader cum Senior Highway Engineer has not been made available for 90% of the stipulated time in the half year, then no monthly payment shall be released for one month in the half year. However, for the part of absence/leave remuneration shall be reduced on prorata basis.
2.	Special Conditions of Contract, Appendix C : Hours of Work for Consultants' Personnel	The Consultant's personnel shall normally work --- --- compensatory leave within the next 15 days.	The Consultant's personnel shall normally work --- --- compensatory leave within the next 15 days. In addition, casual leave for 12 days shall be permitted in a year to each Key Personnel/ Sub-Professional with prior intimation to the Authority. Out of this, a maximum of 3 CLs can be availed either separately or together in a quarter and the period of the CLs would be counted as Key Personnel / Sub-Professional being on duty.

