

File No.RW/NH-33044/24/2020-S&R (P&B)
Government of India
Ministry of Road Transport & Highways
(S&R-Quality Control Cell)
No.1, Parliament Street, Transport Bhavan, New Delhi-110001

Dated: 6th January, 2021

To,

1. The Chief Secretaries of all State Governments/UTs.
2. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi-110075.
3. The Principal Secretaries/ Secretaries of all States/ UTs PWD dealing with National Highways, other centrally sponsored schemes and state schemes.
4. The Managing Director, National Highway Infrastructure Development Corporation Ltd., 3rd floor, PTI Building, Parliament Street, New Delhi-110001.
4. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi - 110010.
6. All Engineer-in-Chief and Chief Engineers of all States/ UTs PWD dealing with National Highways, other centrally sponsored schemes and state schemes.

Subject: Policy guidelines on action against the consultancy firm and key personnel for misrepresentation of facts & fraudulent practices and non-performance.

Reference: MoRTH letter Nos. RW/3901/30/2015-P&P (Pt-I) dated 15.02.2019


Madam/Sir,

Ministry of Road Transport & Highways, vide above referred letter had circulated Request for Proposal (RFP) document for appointment of consultancy services for preparation of DPR, Authority's Engineer and Independent Engineer in respect of National Highways and centrally sponsored works.

2. The RFP document inter-alia requires submission of detail information of each Key Personnel in the specified CV format by the Constancy firm for general qualification, adequacy for the Project and years with the firm, which also include position held in various assignments alongwith total experience against the requirements specified in TOR for the respective key position. The RFP further prescribes following penal action if the information furnished in the CV is incorrect:

(i) If any information is found incorrect, at any stage, action including termination and debarment from future projects of MoRTH or its Executing Agencies upto 2 years may be taken by MoRTH or its Executing Agencies on the personnel and the firm.

(ii) In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firms shall have to refund the salary and perks drawn including interest @12% per annum in respect of the person apart from other consequences. In addition to above, 10% of the salary and perks to be refunded shall be recovered from the Firm as penalty.



4/5

3. The above matter has been re-examined in MoRTH subsequent to representation received from Association of Consultancy firms and following have been decided:

(i) If any information is found incorrect/fake/inflated in the CV, at any stage, debarment of the key personnel from future MoRTH or its Executing Agencies projects upto 2 years may be taken by MoRTH or its Executing Agencies.

(ii) In case, the information contained in the CV for the duration in which the key personnel was employed by the firm, proposing his candidature is found incorrect/fake/inflated at any stage, action including termination of the consultancy agreement and debarment of the firm upto 2 years from future MoRTH or its Executing Agencies projects shall be taken by MoRTH or its Executing Agencies.

(iii) In case, the information contained in the CV for the duration in which the key personnel was employed by the firm proposing his candidature is found incorrect/fake/inflated at any stage, the consultancy firms shall have to refund the salary and perks drawn in respect of the person apart from other consequences.

(iv) In case, the information contained in the CV for the duration in which the key personnel was not employed by the firm proposing his candidature is found incorrect/fake/inflated at any stage, the consultancy firms will have to refund the twice of salary and perks drawn in respect of the person.

The above modification, henceforth, shall be incorporated in RFP document by replacing respective portion of (A) clause 3.4.X (a) / (b) / (c) and 3.4.X (g) of Section 2 (Letter of Invitation) & clause 9 of Section 7 [Draft form of contract] for appointment of Authority's Engineer/ Independent Engineer and (B) clause 3.2.4 (i) of Letter of Invitation for appointment of DPR consultant.

4. Furthermore, it has been decided to penalize the consultant for some other defaults which are not stipulated in the RFP/ Contact Agreement, as per following:

Type of default	Action against Consulting Firm	Addition of clause in RFP document
Consultancy Firm's experience/ document is found to be false at any stage i.e. from bidding to completion of services.	The Consultancy contract shall be terminated and consultant firm shall be debarred for a period of 2 years.	New clause 3.4.xiii to be added: In case, consultant Firm's experience/ document is found to be false at any stage i.e. from bidding to completion of services, the Consultancy contract shall be terminated and consultant firm shall be debarred for a period of 2 years.

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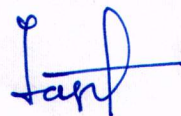
<p>Ownership of equipment in case of Consultancy/Associate Firm is found to be false.</p>	<p>(i) The consultancy/Associate firm, as the case may be, shall put on holiday listing (temporary debarment) for a period upto 12 months.</p>	<p>New Foot note to 'Data Sheet' sub criteria Clause for experience in use of technology shall be added: C. In case, Ownership document of equipment of Consultancy/Associate Firm is found to be false, i) The consultancy/Associate firm, as the case may be, shall be put on holiday listing (temporary debarment) for a period upto 12 months.</p>
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5. The marks for equipment is rationalized and full score be accorded for either of ownership or hire purchase or other option such as leasing as the intent of contract is to get the services of the Consultant for using the equipment for the given assignment.

6. In addition, it is felt necessary to streamline the procedure on the part of both i.e. Consultant as well as Employer for effective performance of various obligations under the Contract and Terms of Reference (ToR), as under:

(i) There has been general delay in approval of replacement of key personnel particularly Team Leader, which is examined at various officers at field level as well as HQ. In order to minimize the delay in approval of such replacements, Consultant shall submit the proposal directly to the competent level responsible for such approvals. The approval for replacement of key personnel shall be accorded within one month of submission of such proposal. In case of further delay, unless refused after due evaluation of CV by the Authority within a month, it will be considered deemed approval of such replacements proposed.

(ii) It has been observed in some of the cases that completion certificate of the project is being issued by Authority's Engineer with retrospective effect and without ascertaining that all the works have been completed as per Specification and Standards, particularly ancillary items like shoulders, road signs, markings, road furniture items etc. Issuance of such completion certificate, besides being a fraudulent activity, leads to financial implication such as payment of Bonus even when the works are not fully completed. Ministry has earlier issued guidelines vide letter dated 22.03.2019 on issuance of completion certificate and further Ministry vide letter dated 25.02.2020 has mandated to upload NSV survey report/ data before issuing completion certificate on PMIS portal. Therefore, the test results on completion including video, NSV survey report/ data and safety audit shall invariably be uploaded on the PMIS portal before issue of completion certificate by the Authority's Engineer after ascertaining that all pre-requisites as per Contract Agreement has been fulfilled


3/5

by the Contractor, failing which Consultancy firm shall be **debarred for a period of two year.**

(iii) In some cases, it is found that MPR are not being prepared properly by the Consultant to reflect the actual progress, hindrances, deployment of resources by the contractor, quality control, Non-conformity reports, safety, fulfilment of obligations of contractor and consultant including approval of various documents, design & drawings. Therefore, it has been decided that Consultant shall record all aspects as per services to be provided in terms of Reference (ToR), failing which the Consultancy firm shall be warned for non-performance. In case Consultancy firm continues to default, even after multiple warning exceeding 5 times, the firm shall be put on holiday listing (temporary debarment) for a period upto 12 months from future assignments by MoRTH or its Executing Agencies.

(iv) In case, person permanently employed with the firm is to be replaced, Technical score of both the CVs shall be compared excluding the marks given for employment with firm. Replacement would be allowed when the Technical Score (excluding the marks given for employment with firm) of the new key person is equal or better than the existing key person's Technical Score **excluding marks assigned for permanent employment with the firm.** However, **the remuneration of such replacement shall be reduced on proportionate basis in case the overall score of the replacement person is less than the overall score of original person.**

7. Following provision shall be incorporated in the RFP documents regarding selection of consultants:

(i) For project involving high complex/downstream consequences/ specialized assignments, i.e. Standalone major Bridges/ Elevated structures, Tunnels, Expressways, a technical weightage of 80/20 may be adopted for selection of Consultants under QCBS.

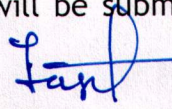
(ii) For project of Moderate complexity, i.e. projects of widening to 2/4 laning, a weightage of 75/25 may be adopted for selection of Consultants under QCBS.

(iii) Provision of Additional Bank Guarantee from selected bidder for low bids is dispensed with.

(iv) In case final DPR and 3D has been submitted and no further action is taken by the employer, the DPR shall be considered as completed after 3 yr and submission of both final DPR and 3D.

8. MoRT&H and all its implementing agencies will incorporate the provision of this circular appropriately to the RFP of DPR consultant/ Authority's Engineer/Independent Engineer before inviting proposals for a particular consultancy services.

9. Any complaint/ default which comes to the notice shall be examined by concerned Regional Officer and proposal will be submitted to Hqrs with his specific

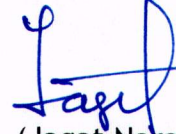

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recommendation and documentary evidence. The Committee comprising of Zonal Chief Engineer, an Officer of the rank of SE from other Zone and a representative of IFD will further examine the case and give an opportunity to the Consultant for submission of his clarification. After carefully examining the matter with due diligence, the Committee will recommend deterrent action for acceptance of competent authority. NHAI and NHIDCL will create similar mechanism to deal with the complaint/default.

10. Contents of this circular may be brought to the notice of all concerned for immediate compliance.

11. This has been issued with the approval of the Competent Authority.

Yours faithfully,



(Jagat Narayan)

Superintending Engineer (S&R) Roads
For Director General (RD) & SS

Copy to:

1. All ROs/ ELOs of MoRTH and all Technical Officers at MoRTH Headquarter.
2. Secretary General, Indian Roads Congress
3. Director, IAHE, NOIDA
4. PPS to Secretary (RTH), PPS to DG (RD) &SS, PS to AS&FA, PS to ADG- III
5. NIC-with request to upload on the Ministry's portal.