

ई-मेल

फ़ोन : 011-25686846

मुख्यालय  
सीमा सड़क महानिदेशालय  
सीमा सड़क भवन  
रिंग रोड दिल्ली कैंट  
नई दिल्ली - 110010

24006 / डीजीबीआर / पॉलिसी / ४२ / ई.पी.सी. सेल

17 अगस्त 2021

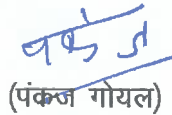
मुख्यालय  
अपर महानिदेशालय (उत्तर-पश्चिम)  
मार्फत 56 सेना डाकघर

मुख्यालय  
अपर महानिदेशालय (पूर्व)  
मार्फत 99 सेना डाकघर

सभी परियोजना  
मार्फत 56/99 सेना डाकघर

### MODIFICATION IN MODEL RFP DOCUMENTS

1. Please refer to MoRT&H letter No. RW/NH-34066/25/2018-S&R (P&B) dated 31 Jul 2021 (copy enclosed).
2. The relevant pages of modified RFP documents of DPR consultancy, AE and PMC Agreement are enclosed in Appendix 'A' to 'C' for implementing following guidelines of CVC and CVO, MoRT&H:-
  - (i) On paper attendance be replaced with Aadhar based Biometric attendance or Geo-tagged selfie based attendance etc.
  - (ii) Salary of key personnel should not be paid in cash and paid in accounts of these personnel.
  - (iii) PD & RO be advised to carry out regular interactions with key personnel to ascertain their contribution in execution of project and surprise inspection be carried out at least once in a month to check their attendance at site.
3. Please note for implementation and ack.

  
(पंकज गोयल)

अधीक्षक अभियंता (सिविल)  
निदेशक (ई.पी.सी.)  
कृते सीमा सड़क महानिदेशक

Encls:- as above.

**From :** srdivisionmorth@gmail.com

Mon, Aug 02, 2021 03:12 PM

**Subject :** Request for Proposal (RFP) for appointment of Consultancy Services for DPR/AE/IE/PMC in respect of National Highways and centrally sponsored road works - Modification in model RFP document

2 attachments

**To :** Chief Secretary Andamans <cs-andaman@nic.in>, CS AP <cs@ap.gov.in>, Naresh Kumar <cs-arunachal@nic.in>, Jishnu Barua IAS <cs-assam@nic.in>, Chief Secretary Bihar <cs-bihar@nic.in>, Chief Secretary Office <csoffice.cg@gov.in>, Shri Vijay Kumar Dev <csdelhi@nic.in>, Chief Secretary <cs-go@nic.in>, chiefsecretary@gujarat.gov.in, Mr VIJAI VARDHAN <cs@hry.nic.in>, Anil Khachi <cs-hp@nic.in>, cs-jandk <cs-jandk@nic.in>, Shri Sukhdev Singh <cs-jharkhand@nic.in>, cs@karnataka.gov.in, Dr.V.P.Joy IAS <chiefsecy@kerala.gov.in>, Iqbal Singh Bains <cs@mp.nic.in>, cs@maharashtra.gov.in, cs-manipur <cs-manipur@nic.in>, cso-meg <cso-meg@nic.in>, cs-mizoram <cs-mizoram@nic.in>, Chief Secretary Nagaland <csnlg@nic.in>, Suresh Chandra Mahapatra <csori@nic.in>, Chief Secretary CS, Puducherry <cs.pon@nic.in>, Chief Secretary Punjab <cs@punjab.gov.in>, csraj@rajasthan.gov.in, Mr S.C Gupta <cs-skm@hub.nic.in>, cs@tn.gov.in, CS Telangana <cs@telangana.gov.in>, cs-tripura <cs-tripura@nic.in>, cstripura@gmail.com, CHIEF SECRETARY GoUP <csup@nic.in>, chiefsecyuk@gmail.com, cs-westbengal <cs-westbengal@nic.in>, chairman@nhai.org, KK Pathak <md@nhidcl.com>, Prl Secy TR and B <prlsecy-trb@ap.gov.in>, pwdsecyap@gmail.com, csspwdbnh2018@gmail.com, secyrcd-bih <secyrcd-bih@nic.in>, Siddhartha Komal Singh Pardeshi <secy.pwd-cg@gov.in>, vasava sandeep <vasava\_sandeep@yahoo.co.in>, secrnb@gujarat.gov.in, acspwdbbr@gmail.com, Mr Subhasish Panda <pwdsecy-hp@nic.in>, compwd@rediffmail.com, Sunil Kumar <secyrcd-jhr@nic.in>, prs-home@karnataka.gov.in, dr rajneesh1964 <dr.rajneesh1964@gmail.com>, Principal Secretary <prlsecy.pwd@kerala.gov.in>, acslsgd@gmail.com, comsecyutladakh@gmail.com, Neeraj Mandloi <pspwd@mp.gov.in>, pses pwd <pses.pwd@maharashtra.gov.in>, rkdinesh2000@gmail.com, paulmarwein@yahoo.co.in, jcramthanga@gmail.com, worksbranch2014@gmail.com, rovilatuomor@gmail.com, Secretary works deptt Orissa <workssec.or@nic.in>, Admin Secy PWD

21/4/21



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secpwd@wb.gov.in, prsecypwdwb@gmail.com,  
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mandpeps@gmail.com, khtemba@gmail.com,  
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<mahmood.ahmed@nic.in>, jagat morth  
<jagat.morth@gmail.com>, Chhaya Rajput  
<chhaya.rajput@gov.in>

Sir/Madam,

Please find an attachment regarding the subject mentioned above.  
with regard,

(Sh. Ashok Kumar Lot)  
Section Officer (S&R)P&B,RSCE  
Room No 333 MoRTH

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**Request for proposal RFP for appointment of consultancy services 31-07-  
2021.pdf**

1 MB

**05-07-2021.pdf**

88 KB

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1529603/2021/S&amp;R(Bridge)

Government of India  
Ministry of Road Transport & Highways  
S&R Section  
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: July, 2021

Office Memorandum

**Sub:- Complaint received under PIDPI against officials of MORT&H/NHAI/NHIDCL-  
scam in functioning of key personnel.**

Please refer to Vigilance Division's OM No. C-30019/24/2018-Vig dated 23.06.2021 regarding Complaint under PIDPI Resolution regarding scam in functioning of key personnel in the consultancy firms engaged by MoRTH/NHAI/NHIDCL (copy enclosed). The matter is regarding the complaint received under PIDPI Resolution from Central Vigilance Commission vide their OM No. Conf/8497/18/399542 dated 03.11.2018.

2. In this regard, it is requested that further necessary action on the above-said OM dated 23.06.2021 may be taken by Quality Zone.

Signature Not Verified  
Digitally signed by CHHAYA  
RAJPUT  
Date: 2021.07.05 13:00:45 IST  
(Chhaya Rajput)  
Assistant Executive Engineer-S&R  
For DG(RD)&SS

Encl:- As above

The AEE,  
Quality Zone, MoRTH.

Copy to:

Sr. PPS to DG(RD)&SS

1529663/2021/S&amp;R(Bridge)

**Government of India**  
**Ministry of Road Transport & Highways**  
**S&R Section**  
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 5 July, 2021

**Office Memorandum**

**Sub:- Complaint under PIDPI resolution regarding scam in functioning of key personnel in the consultancy firms engaged by MoRTH/NHAI/NHIDCL - reg...**

The matter is regarding a complaint under PIDPI resolution regarding scam in functioning of key personnel in the consultancy firms engaged by MoRTH/NHAI/NHIDCL.

2. In this regard, CVC in agreement with the recommendations of CVO, MoRTH, has advised the MoRTH/NHAI/NHIDCL to implement the following Systematic Improvements:

- i. On paper attendance be replaced with Aadhar based Biometric attendance or Geo-tagged selfie based attendance etc.
- ii. Salary of key personnel should not be paid in cash and paid in accounts of these personnel.
- iii. PD & RO be advised to carry out regular interactions with key personnel to ascertain their contribution in execution of project and surprise inspection be carried out at least once in a month to check their attendance at site.

3. In view of the above, All ROs, MoRTH/NHAI/NHIDCL are advised to implement the above-said Systematic Improvements and submit compliance report to the Ministry.

Signature Not Verified  
Digitally signed by CHHAYA RAJPUT  
Date: 2021.07.05 13:02:03 IST  
(Chhaya Rajput)

**Assistant Executive Engineer-S&R**  
**For Director General (Road Development) & Special Secretary**

1. The Chairman, NHAI
2. The MD, NHIDCL
3. All ROs, MoRTH

**Copy to:**

1. The DS (Vigilance), MoRTH
2. Sr.PPS to DG(RD)&SS

RW/NH - 34066/25/2018-S&R(P&B)

Government of India  
Ministry of Road Transport & Highways  
Zone-S&R (P&B)  
Transport Bhawan, 1, Parliament Street, New Delhi - 110001.

Dated: 31<sup>st</sup> July, 2021

To,

1. The Chief Secretaries of all the State Governments/ UTs.
2. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.
3. The Managing Director, NHIDCL, PTI Building, New Delhi-110001.
4. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes).
5. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs/ Road Construction Department/ Highways Departments (dealing with National Highways and other centrally sponsored schemes).
6. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.
7. All CE-ROs, ROs and ELOs of the Ministry.

**Subject: Request for Proposal (RFP) for appointment of Consultancy Services for DPR/ AE/IE/PMC in respect of National Highways and centrally sponsored road works - Modification in model RFP document**

Ref:

- i. Ministry's circular No- H-39011/30/2015-P&P(Pt-I) dated 15.02.2019: RFP Document for DPR and AE/IE
- ii. Ministry's circular No RW/NH-24024/02/2019-S&R(P&B) dated 06.01.2021: RFP Document for PMC
- iii. Ministry's OM No. RW/NH-34066/25/2018-S&R(P&B) dated 05.07.2021

Madam/ Sir,

This is in continuation to Ministry's circulars referred above.

1.1 CVC in agreement with the recommendations of CVO, MoRTH, had advised the MoRTH/NHAI/NHIDCL for implementation of Systematic Improvements and accordingly Ministry had advised all implementing agencies for the same vide Ministry's letter under Reference (iii).

1.2 For strict compliance to the above-said recommendations of CVC and CVO, MoRTH; it has been decided to enforce these recommendations through Contractual provisions of Model Contract Agreement of RFP Document for DPR/AE/IE/PMC.

2. In light of the above, following provisions of the Model Contract Agreement of RFP Document for DPR/AE/IE/PMC have been modified for ensuring implementation of Systematic Improvements as recommended by CVC:

(1/6)



Sn o	Existing provision of Model Contract Agreement of DPR/AE/IE/PMC	Modification in Model Contract Agreement of DPR/AE/IE/PMC
1.	<p><u>DPR:</u></p> <p>Clause 4.4 Working Hours, Overtime, Leave etc.</p>	<p><u>DPR:</u></p> <p>Clause 4.4 Working Hours, Overtime, Leave etc.</p> <p><b>[NEW CLAUSE]</b></p> <p>4.4 (c) All key personnel and sub professional staff of the DPR Consultants shall use the Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance system for marking their daily attendance. Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance shall be marked at least once a day and anytime during the day. Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance system shall be installed by the DPR Consultants at its own cost at the site office and design office in order to facilitate the attendance marking. A copy of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance records shall be attached at the time of submission of their bills to the &lt;Agency&gt;. Proper justification shall be provided for cases of absence of key personnel/ sub-professional staff which do not have prior approval from Project Director of Concerned stretch. If &lt;Agency&gt; so desires, it shall facilitate electronic linking of the Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system with the Central Monitoring System of &lt;Agency&gt;.</p> <p><b>[NEW CLAUSE]</b></p> <p>4.4(d) Consultant will intimate concerned Project Director/Project Incharge immediately after establishing its site office regarding installation of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system and complete address of its site office.</p>
	<p><u>DPR:</u></p> <p>Clause 6.3 Mode of Billing and Payment</p> <p>(b) Payment Schedule</p> <p>Note: Consultants have to .... from time to time.</p>	<p><u>DPR:</u></p> <p>Clause 6.3 Mode of Billing and Payment</p> <p>(b) Payment Schedule</p> <p>Note: Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit the proof of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance at the time of submission of bills to the &lt;Agency&gt;.</p>
	<p><u>AE:</u></p> <p>Clause 4.4 Working Hours, Overtime,</p>	<p><u>AE:</u></p> <p>Clause 4.4 Working Hours, Overtime, Leave, etc.</p> <p><b>[NEW CLAUSE]</b></p>

*[Handwritten signature]*

<p>✓</p> <p>Leave, etc.</p>	<p>4.4 (c) All key personnel and sub professional staff of the Authority Engineer shall use the Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance system for marking their daily attendance. Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance shall be marked at least once a day and anytime during the day. 1 Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance system shall be installed by the Authority Engineer at its own cost at the site office in order to facilitate the attendance marking. More systems can be installed near the project highway upto a maximum of 1 system per 50 km in order to encourage frequent visits of project highway by key personnel and sub professional staff. A copy of monthly Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance shall be attached with Monthly Status Report. Proper justification shall be provided for cases of absence of key personnel/ sub professional staff which do not have prior approval from Project Director of concerned stretch. Authority Engineer have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project.</p> <p><b>[NEW CLAUSE]</b></p> <p>4.4 (d) Authority Engineer will intimate concerned Project Director/Project Incharge immediately after establishing its site office regarding installation of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system and complete address of its site office.</p>
<p>✓</p> <p>AE: Clause 6.2(d)</p>	<p><b>[NEW NOTE BELOW EXISTING CLAUSE]</b></p> <p>Note: Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit the proof of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance at the time of submission of bills to the &lt;Agency&gt;.</p>
<p>✓</p> <p>IE: Clause 4.4 Working Hours, Overtime, Leave, etc.</p>	<p>IE: Clause 4.4 Working Hours, Overtime, Leave, etc.</p> <p><b>[NEW CLAUSE]</b></p> <p>4.4 (d) All key personnel and sub professional staff of the Independent Engineer shall use the Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system for marking their daily attendance. Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance shall be marked at least once a day and anytime during the day. 1 Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system shall be installed by the Independent Engineer at its own cost at the site office in order to facilitate the attendance marking. More systems can be installed near the project highway upto a maximum of 1 system per 50 km in order to encourage frequent visits of project highway by key personnel and sub professional staff. A copy of monthly Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance records shall be attached with Monthly Status Report. Proper justification shall be provided for cases of absence of key personnel/ sub professional staff which do not have prior approval from Project Director</p>

of

	<p>of concerned stretch. Independent Engineer have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project.</p> <p><b>[NEW CLAUSE]</b></p> <p>4.4 (e) Independent Engineer will intimate concerned Project Director/ Project Incharge immediately after establishing its site office regarding installation of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system and complete address of its site office.</p>
<p><b>IE:</b></p> <p>Clause 6.2(c)</p>	<p><b>[NEW NOTE BELOW EXISTING CLAUSE]</b></p> <p>Note: Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit the proof of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance at the time of submission of bills to the &lt;Agency&gt;.</p>
<p><b>PMC:</b></p> <p>Clause 4.4 Working Hours, Overtime, Leave, etc.</p>	<p><b>PMC:</b></p> <p>Clause 4.4 Working Hours, Overtime, Leave, etc.</p> <p><b>[NEW CLAUSE]</b></p> <p>4.4 (c) All key personnel and sub professional staff of the Consultants shall use the Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system for marking their daily attendance. Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance shall be marked at least once a day and anytime during the day. Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system shall be installed by the Consultants at its own cost at the site office and design office in order to facilitate the attendance marking. A copy of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance records shall be attached at the time of submission of their bills to the &lt;Agency&gt;. Proper justification shall be provided for cases of absence of key personnel/ sub-professional staff which do not have prior approval from Project Director of Concerned stretch. If &lt;Agency&gt;so desires, it shall facilitate electronic linking of the Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system with the Central Monitoring System of &lt;Agency&gt;.</p> <p><b>[NEW CLAUSE]</b></p> <p>4.4 (d) Consultants will intimate concerned Project Director/Project Incharge immediately after establishing its site office regarding installation of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system and complete address of its site office.</p>
<p><b>PMC:</b></p> <p>Clause 6.3 Mode of Billing and Payment</p> <p>(b) Payment Schedule</p>	<p><b>PMC:</b></p> <p>Clause 6.3 Mode of Billing and Payment</p> <p>(b) Payment Schedule</p> <p>Note: Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit the proof of Aadhaar based Biometric</p>

2.	Note: Consultants have to .... from time to time.	attendance/ Geo-tagged selfie-based attendance at the time of submission of bills to the concerned Authority.
	<u>DPR:</u>  Clause 6.3 Mode of Billing and Payment	<u>DPR:</u>  Clause 6.3 Mode of Billing and Payment  [NEW CLAUSE]  6.3 (h) Consultants will make payment of salary to all key personnel in their respective bank accounts through electronic mode only. No cash transaction wrt salary will be made. Proof of salary transfer through electronic mode shall be submitted by the consultants with each Bill.
	<u>AE:</u>  Clause 6.4 Mode of Billing and Payment	<u>AE:</u>  Clause 6.4 Mode of Billing and Payment  [NEW CLAUSE]  6.4 (f) Authority Engineer will make payment of salary to all key personnel in their respective bank accounts through electronic mode only. No cash transaction wrt salary will be made. Proof of salary transfer through electronic mode shall be submitted by the Authority Engineer with each Bill.
	<u>IE:</u>  Clause 6.4 Mode of Billing and Payment	<u>IE:</u>  Clause 6.4 Mode of Billing and Payment  [NEW CLAUSE]  6.4 (g) Independent Engineer will make payment of salary to all key personnel in their respective bank accounts through electronic mode only. No cash transaction wrt salary will be made. Proof of salary transfer through electronic mode shall be submitted by the Independent Engineer with each Bill.
	<u>PMC:</u>  Clause 6.3 Mode of Billing and Payment	<u>PMC:</u>  Clause 6.3 Mode of Billing and Payment  [NEW CLAUSE]  6.3 (j) Consultants will make payment of salary to all key personnel in their respective bank accounts through electronic mode only. No cash transaction wrt salary will be made. Proof of salary transfer through electronic mode shall be submitted by the consultants with each Bill.

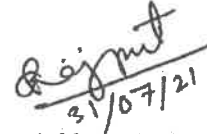
3. The contents of this circular may be brought to the notice of all the concerned for immediate compliance.



(5/6)

4. This issues with approval of Competent Authority.

Yours sincerely,

  
31/07/21

(Chhaya Rajput)  
Assistant Executive Engineer (S&R)  
For Director General (Road Development)&SS

**Copy to:**

1. All CEs in the Ministry of Road Transport & Highways
2. The Secretary General, Indian Roads Congress
3. The Director, IAHE, Noida
4. Technical circular file of S&R (P&B) Section
5. NIC-for uploading on Ministry's website under "What's new"

**Copy for kind information to:**

1. Sr. PPS to Secretary (RT&H)
2. PPS to DG (RD) & SS
3. PPS to AS&FA
4. PS to all ADGs
5. PS to all JSs

(6/6)





## Appendix B.

- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix B may be made by the Consultants by written notice to the Client, provided
- (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
  - (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Client and the Consultants.

## 4.3 Approval of Personnel

The Key Personnel and Sub consultants listed by title as well as by name in Appendix B are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty- one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

## 4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Professional / Sub Professional Personnel are set forth in Appendix C hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country is specified in Appendix C hereto.
- (b) The Key Professional / Sub Professional Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in Appendix B. Any taking of leave by Personnel shall be subject to the prior approval of the Client by the Consultants, who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- (c) *All key personnel and sub professional staff of the DPR Consultants shall use the Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance system for marking their daily attendance. Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance shall be*

*marked at least once a day and anytime during the day. Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance system shall be installed by the DPR Consultants at its own cost at the site office and design office in order to facilitate the attendance marking. A copy of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance records shall be attached at the time of submission of their bills to the <Agency>. Proper justification shall be provided for cases of absence of key personnel sub-professional staff which do not have prior approval from Project Director of Concerned stretch. If <Agency> so desires, it shall facilitate electronic linking of the Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system with the Central Monitoring System of <Agency>.*

- (d) Consultant will intimate concerned Project Director/Project Incharge immediately after establishing its site office regarding installation of Aadhaar based Biometric attendance Geo-tagged selfie-based attendance system and complete address of its site office.*

## 5.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

## 6. PAYMENT TO THE CONSULTANTS

### 6.1 Cost Estimates: Ceiling Amount

- (a) An abstract of the cost of the Services payable in local currency (Indian Rupees) is set forth in Appendix E.
- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Contract shall not exceed the ceiling specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of the ceiling.
- (c) Notwithstanding Clause 6.1(b) hereof, if pursuant to Clauses 5.4 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2 Currency of Payment

- (a) The payment shall be made in Indian Rupees.

### 6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and ii) in such form as the Client shall have approved in writing.

#### (b) Payment Schedule

Sr. No.	Item	Payment %
1	Submission of final QAP and Inception Report	10
2	Approval of final Alignment Report	5
3	Submission of final feasibility Report	5
4	Submission Of 3a Notification, Draft 3 A And Approval Of Final Land Acquisition Report containing details of 3a, 3A	5 %
5	Submission of all utilities shifting proposals to user agencies and submission of utilities relocation plan to Executing Authority	2.5 %



Sr. No.	Item	Payment %
6	Submission of all stage I clearance proposals and submission of clearances report to Executing Authority	5%
7	Approval of final DPR report, documents and drawings	10%
8	Approval of bid documents and draft civil works contract agreement along with technical schedules.	5%
9	3D publication for all land parcels identified in item 4 above and submission of Land Acquisition II report	10%
10	Stage II clearance approval and submission of final clearances II report	5%
11	Final approval of utilities shifting estimates and submission of Utilities II	2.5%
12	Completion of award declaration (3G) for 90% of land parcels identified in item 9 and submission of Land Award report	10%
13	Earlier of award of package to contractor/concessionaire or 6 months from launch of tender process	10%
14	Receipt of land possession certificates (3E) for 90% of all land parcels identified in LA II report and submission of Land Possession	10%
15	Amount to be released at earlier of projects COD or 3 years from start of civil work	5%
	Total :	100%
16	Bonus on submission of draft 3A within 15 days of alignment finalization	1 % bonus
17	Bonus on submission of draft 3D within 60 days of draft 3 A.	2.5% bonus
18	Bonus on receipt of possession certificate (3E) for more than 90% of land identified in item 9 above within 165 days of draft 3 A.	5% bonus
19	Bonus on submission of utility shifting proposal including clearance within	1% bonus

**Note:** Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit the proof of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance at the time of submission of bills of the <Agency>.

\* The Concerned Project Director or his authorized representative shall ensure and certify at least 5% test check of all the data collected by the Consultant before releasing the payment to the Consultant.

(c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage. The payment for the work of sub-soil investigation (Boring) will be as per plan approved by the client and will be paid as per actual at the rates quoted by the consultants. The payment for the quantity given by the client for boring will be deemed to be included in the above mentioned payment schedule. Any adjustment in the payment to the consultants will be made in the final payment only.

(d) The Client shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory one hundred and eighty (180) calendar days after receipt of the final report and final statement by the Client unless the Client, within ninety(90) day period, gives written notice to the Consultants specifying in detailed deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (f) All payments under this Contract shall be made to the account of the Consultants specified in the SC.
- (g) Efforts need to be made by the Consultant to submit the schedule reports of each road stretch / s of a package. However, due to reasons beyond the reasonable control of Consultant, if the schedule submission of reports / documents of each road stretch /s of a package is not done, the payment shall be made on pro-rata basis.
- (h) *Consultants will make payment of salary to all key personnel in their respective bank accounts through electronic mode only. No cash transaction mode shall be submitted by the consultants with each Bill.*

## 7. Responsibility for Accuracy of Project Documents

### 7.1 General

- 7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

- 7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction

Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

#### 4.3 Approval of Personnel

The Key Personnel i.e. Professional Staff and Sub-consultants listed by title as well as By name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose, to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

#### 4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix E hereto.
- (b) The Personnel of all types engaged by Consultant to provide Services on this Contract shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E here to, and except as specified. In such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of services set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- (c) *All key personnel and sub professional staff of the Authority Engineer shall use the Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance system for marking their daily attendance. Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance shall be marked at least once a day and anytime during the day. Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance system shall be installed by the Authority Engineer at its own cost at the site office in order to facilitate the attendance marking. More systems can be installed near the project highway upto a maximum of 1 system per 50 km in order to encourage frequent visits of project highway by key personnel and sub professional staff. A copy of monthly Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance shall be attached with Monthly Status Report. Proper justification shall be provided for cases of*

*absence of key personnel/ sub professional staff which do not have prior approval from Project Director of concerned stretch. Authority Engineer have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project.*

- (d) Authority Engineer will intimate concerned Project Director/Project Incharge immediately after establishing its site office regarding installation of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system and complete address of its site office.*

## 6. Payments to the Consultants

### 6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable is set forth in Appendix G.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of these ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in the SC.
- (d) 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 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.

*Note: Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit the proof of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance at the time of submission of bills to the <agency>.*



Sr. No.	Personnel	% reduction in monthly payment
<b>Normal Highway Project</b>		
1	Team Leader cum Senior Highway Engineer	20%
2	Resident Engineer cum Highway Engineer	25%
3	Bridge/Structural Engineer	20%
4	Other Key Personnel	20%
5	Sub- Professional Staff	15%
<b>Standalone Bridge Project</b>		
1	Team Leader cum Senior Bridge Engineer	20%
2	Resident cum Pavement Specialist	25%
3	Bridge/Structural Engineer	20%
4	Other Key Personnel	20%
5	Sub- Professional Staff	15%
<b>Standalone Tunnel Project</b>		
1	Team Leader cum Senior Tunnel Expert	20%
2	Resident Engineer cum Excavation Specialist	
3	Tunnel Design Engineer	20%
4	Other Key Personnel	20%
5	Sub- Professional Staff	15%

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 month, then only 80% of the monthly payment shall be released. In the case of "Other Key Personnel (Sr. No. 4)" and "Sub – Professional Staff (Sr. No. 5)", the average availability across the group shall be considered for calculation.

### 6.3 Currency of Payment

All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

### 6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in acurrency (or currencies) specified in the SC, such bank guarantee (I) to remain effective until the advance payment has been fully set off as provided in the SC, and(ii)to be in the form set for thin Appendix I hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fifteen (15 days)after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the

amounts payable pursuant to Clauses GC6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

- (c) 75% of bill raised by the Consultant shall be paid within 72 Hrs and remaining bill may be paid after due scrutiny. The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety(90) –day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.
- (f) *Authority Engineer will make payment of salary to all key personnel in their respective bank accounts through electronic mode only. No cash transaction wrt salary will be made. Proof of salary transfer through electronic mode shall be submitted by the Authority Engineer with each Bill.*

## **7. Fairness and Good Faith**

### **7.1 Good Faith**

The Parties under take to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby

#### 4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Professional / Sub Professional Personnel are set forth in Appendix C hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country is specified in Appendix C hereto.
- (b) The Key Professional / Sub Professional Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff- months of service set for in Appendix B. Any taking of leave by Personnel shall be subject to the prior approval of the Client by the Consultants, who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

(c)

*All key personnel and sub professional staff of the DPR Consultants shall use the Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance system for marking their daily attendance. Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance shall be marked at least once a day and anytime during the day. Aadhaar based biometric attendance/ Geo-tagged selfie-based attendance system shall be installed by the DPR Consultants at its own cost at the site office and design office in order to facilitate the attendance marking. A copy of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance records shall be attached at the time of submission of their bills to the <Agency>. Proper justification shall be provided for cases of absence of key personnel sub-professional staff which do not have prior approval from Project Director of Concerned stretch. If <Agency> so desires, it shall facilitate electronic linking of the Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance system with the Central Monitoring System of <Agency>.*

(d)

*Consultant will intimate concerned Project Director/Project Incharge immediately after establishing its site office regarding installation of Aadhaar based Biometric attendance Geo-tagged selfie-based attendance system and complete address of its site office.*

#### 4.5 Removal and/or Replacement of Key Personnel

Removal and/or replacement of Key Personnel shall be regulated as under:

##### 4.5.1 In case notice to commence services pursuant to Clause 2.1 of this Contract is not ordered by Client within 120 days of signing of contract:

The key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem developed after signing of contract, etc. In such a case no penalty shall be levied on the Firm or on the person concerned. The firm shall



(b) Payment Schedule

Phase	Description	Sub-Phase	Key activities	Payment Phase wise %	Payment key activities%
1	Project preparation	1A (Feasibility Study)	Project planning and mobilization	15.0%	2.0
			Alignment finalization, preliminary surveys		3.5
		1B (DPR)	LA, utilities identification; creation of draft notifications and proposals		3.0
			Detailed design of highway, preparation of detailed project report with drawings		3.5
			Preparation of bid documents and technical schedules		3.0
2	Pre-construction activities		Land acquisition process(JMS and 3D reports), obtaining final utilities estimates and required clearances	5.0%	1.5
			Land acquisition award determination(3G report)		1.0
			Obtaining possession of land-Land possession report		1.5
			Mutation related work i.e. court case, arbitration		1.0
3	Construction activity and maintenance		<b>A. During Construction</b> 1. Review and approval of design 2. Supervision of construction work, 3. review of progress work 4. Quality assurance monitoring and supervision test, 5. Arrangement of safety of work/workers/users/ pedestrians 6. Progress of pre-construction activities 7. Clearances from different agencies	80.0%	55.0

Phase	Description	Sub-Phase	Key activities	Payment Phase wise %	Payment key activities%
			<b>B. During maintenance</b> 1) Performance Monitoring through Network Survey Vehicle 2) Inspection of defect and deficiencies 3) Maintenance of the road work 4) Quality assurance during project life 5) Safety aspects		25.0

**Note:** Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit the proof of Aadhaar based Biometric attendance/ Geo-tagged selfie-based attendance at the time of submission of bills to the concerned Authority.

\* The Concerned Project Director or his authorized representative shall ensure and certify at least 5% test check of all the data collected by the Consultant before releasing the payment to the Consultant.

- (c) Beginning 13th months from the bid due date, billing rates shall be increased to cover all items of contract i.e. remuneration, vehicle hire, office rent, consumables, furniture etc. @ 5% every 12 months. However, for evaluation and award of the Bid proposals, the quoted initial rate (as applicable for first 12 months from last date of submission of bid) shall be multiplied by the total time input for each position on this contract, i.e. without considering the increase in the billing rates.
- (d) 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.
- (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.

#### **(h) Payment for Phase-3-[Construction supervision and Maintenance]**

##### **(i) (a) During Construction-**

The amount due to be paid to the Consultant during construction period based on GC 6.3 (b) will be paid to the Consultant on monthly basis in proportion to the financial progress of the civil works achieved by the contractor. If the financial progress of the work is lagging behind the schedule considering original construction period of civil works contract due to reasons attributable to the civil works contractor, Client will make payment to the Consultant based on actual mobilization of personnel and logistics as per Contract. The Client may however review the requirement of personnel & logistics items commensurate to the progress of the civil works and ask Consultant to reduce the deployment of personnel & logistics and in such case, payment to the Consultant shall be for reduced personnel and logistics from one month time period of the notice to the effect from the Client notwithstanding the actual deployment by the Consultant. **Client may also ask the Consultant to demobilize with one month notice period if the progress of civil works Contract is standstill or the civil works Contract is terminated.**

##### **(i) (b) During maintenance**

The due amount of the consultant's financial proposal for Maintenance supervision phase as mentioned in GC 6.3 (b) shall be paid monthly on proportionate basis. Payment shall be deducted at the rate specified in form III of RFP in case consultant do not use required equipment for supervision during maintenance.

Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and override any other provision to the contrary in this agreement.

- (ii) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC6.3 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (iii) 75% of bill raised by the Consultant shall be paid within 72 Hrs and remaining bill may be paid after due scrutiny. The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments.

Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on such due date.

- (iv) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (v) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

- (I) "In the event that the construction of the project (under phase 3) occurs prior to the Scheduled Construction completion Date, the Consultant shall be entitled to receive a payment of bonus equivalent to 0.02% (zero point zero two per cent) of the consultancy cost for each day by which the Construction completion Date precedes the Scheduled Construction completion Date, but subject to a maximum of 2% (two per cent) of the consultancy cost. Provided, however, that the payment of bonus, if any, shall be made only after the issue of the Completion Certificate for the Civil work to the Civil Contractor. For the avoidance of the doubt, the Parties agree that for the purpose of determining the bonus payable hereunder, the Consultancy Price shall always be deemed to be the amount specified in Financial Proposal, and shall exclude any revision thereof for any reason."

**(j)** *Consultants will make payment of salary to all key personnel in their respective bank accounts through electronic mode only. No cash transaction wrt salary will be made. Proof of salary transfer through electronic mode shall be submitted by the Consultants with each Bill.*

## **7. Responsibility for Accuracy of Project Documents**

### **7.1 General**

- 7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting,