राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India

1st & 2nd Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi-110029, www.nhidcl.com





A PUBLIC SECTOR UNDERTAKING

Date: 13.05.2024

सार्वजनिक क्षेत्र का उपक्रम

NHIDCL/Assam/AE/Dab-Man/Pkg-5/195592/3283

DEBARMENT NOTICE

Subject: Debarment of M/s Feedback Infra Pvt. Ltd. in JV with M/s Armenge Engg. & Management Consultant Pvt. Ltd. from participating in the pre-qualfication or bidding for all future projects to be undertaken by NHIDCL/NHAI/MoRTH for a period of 02 years.

Ref.:

- i. HQ, NHIDCL's letter no 1044 dated 04.08.2021- Letter of Acceptance.
- ii. AE's letter no 2266 dated 01.09.2021- For the replacement.
- iii. HQ, NHIDCL's letter no 1235 dated 20.10.2021- Approval for replacement.
- iv. HQ, NHIDCL's letter no 1246 dated 25.10.2021- Letter to Proceed to project.
- v. RO-Assam's letter no 8256 dated 18.02.2022 issued the Notice for Suspension.
- vi. AE's letter no. 013 dated 28.02.2022 submitted the *reply to Notice for Suspension of Services*.
- vii. HQ, NHIDCL's letter no 1558 dated 29.04.2022 Approval for Replacement.
- viii. RO-Assam's letter no 9357 dated 17.06.2022- Letter to AE to explicitly mobilize the Team Leader immediately at site.
 - ix. PMU-Diphu's letter no 2592 dated 07.06.2023- Letter AE to take action against the complaint of the employees of the firm.
 - x. PMU-Diphu's letter no 2619 dated 21.06.2023- Absence of AE Team-Intimation letter to RO.
 - xi. RO-Assam's letter no 13402 dated 19.10.2023- Show Cause Notice.
- xii. HQ, NHIDCL's letter no 3235 dated 24.04.2024- Termination Order.

WHEREAS, the work of Consultancy Services for Authority's Engineer for Supervision of Widening/ Improvement of 4(Four) Lane with Paved Shoulder from Km 95+400 to Km 113+330 of Near Ganpath Gaur Gaon to Kwaram Taro Village Section (Package 5) of NH-29 in the State of Assam under Bharatmala Pariyojana on EPC Mode (hereinafter referred as "Project"), was awarded to M/s Feedback Infra Pvt. Ltd. in JV with M/s Armenge Engg. & Management Consultant Pvt. Ltd. (hereinafter refereed as the 'Consultant') by National Highways & Infrastructure Development Corporation Limited (NHIDCL) (hereinafter called as 'Authority') on 04.08.2021.

13/05/20

- 2. WHEREAS, the consultant vide letter no. 2266 dated 01.09.2021 requested NHIDCL, Headquarter for the replacement of Team Leader cum Sr. Highway Engineer & Sr. Quality cum Material Expert under Cl. 1.10 of section- 2 of RFP, before signing of the Contract Agreement, and the same was approved by NHIDCL, HQ vide letter no 1235 dated 20.10.2021 before execution of the Contract Agreement.
- 3. WHEREAS, a Contract Agreement was signed on 21.10.2021 between the Authority and the Consultant with the requirement that the Consultant shall complete the Project in accordance with the provisions of the Contract Agreement. Accordingly, Notice to Proceed was issued vide NHIDCL letter no. 1246 dated 25.10.2021.
- 4. WHEREAS, the Authority's Engineer has failed to perform & deliver its duties and responsibilities in absence of the Key Personnel on the project site.
- 5. In light of following, non-exhaustive fundamental breach and in view of the Consultant's persistent & sustained gross default in fulfilling contractual obligations as stated therein the termination order and reiterated hereunder, the Authority vide letter dated 24.04.2024 has terminated the subject consultancy Project in accordance with the provisions under Cl. 2.9.1 of GCC of the Contract Agreement:
- (i). WHEREAS, NHIDCL vide letter no. 8526 dated 18.02.2022 issued the Notice for Suspension of services under Cl. 2.8 of GCC, on account of failure to mobilize the Key Personnel on site and firm's incapacity to discharge committed services to the Authority, which was affecting the execution of the project work.
- WHEREAS, the consultant vide letter no. 013 dated 28.02.2022 submitted the reply to Notice for Suspension of services citing reasons which are solely related to administration of the firm and its capacity personnel/identify personnel who can mobilize and discharge duties at site. The Consultant also cited COVID outbreak as a reason due to which the personnel were reluctant to mobilize at sites, that far from their respective places. These replies/excuses of the AE could be admitted as the bids for the Consultancy Assignment were invited during the COVID-19 pandemic and several other teams of AEs had mobilized at adjacent sites, during the same period. for that by merely proposing candidates replacements, the AE has "cured" its defaults is not acceptable as per the Contract. The Consultant also failed to show anything as to how the ongoing Civil Work is being supervised at Site, in absence of its Key Personnel.
- (iii). WHEREAS, the consultant was directed in the meeting held at NHIDCL, Hars on 29.03.2022 to submit the CV for replacement of non-available key personnel and mobilize the team at site. The replacement of non-available key personnel i.e., Team leader cum Sr. Highway Engineer, Resident cum Highway Engineer and Sr. Quality cum Material Expert, was approved vide NHIDCL HQ letter no. 1558 dated 29.04.2022. However, the consultant failed to deploy the key personnel.

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- (iv). WHEREAS, NHIDCL Regional office, vide letter dated 17.06.2022 had expressly conveyed the AE to immediately mobilize the Team Leader at site, failing which the Contract shall be terminated without any further notice, however the AE did not abide by the same, and the Team Leader was not deployed at site.
- (v). WHEREAS, NHIDCL PMU vide letter no 2592 dated 07.06.2023 informed the Authority's Engineer to take action against the complaints of the employees of the firm on failure of its commitments in fulfilling and providing the services to its employees at project site.
- (vi). WHEREAS, NHIDCL PMU vide letter dated 21.06.2023 informed NHIDCL RO, that the Team the deployment of Leader cum Engineer (TL) was from 22.06.2022 but the individual has been absent since 18.07.2022, till date and having attendance only 4.3%. Also, that the Resident Engineer joined the project site on 01.03.2023 but the individual has been absent since 29.03.2023 having attendance 4.6% only. Similarly, the Senior Quality cum Material Expert joined on 21.05.2022 but also left the project site since 01.03.2023 having attendance 47.17%. At present also there are no Key Personnel mobilized at site.
- (vii). WHEREAS, the consultancy firm has time and again failed to remedy the failure in performance of their obligation as specified under various clauses of the contract:
- GCC Cl. 3.1.1: "The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods "The Consultants shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard. However, the AE did not abide by the same".
- GCC Cl. 2.9.1 (a): "if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing....."
- **TOR Cl. 3.1:** "The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industrial Practice."
- **TOR Cl. 5.10:** "For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out,

 Page 3 of 5

De 13/05/24

or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purpose of this Para 4.9, the rest specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications of Road and Bridge Works issued by MORT&H (the Quality Control Manuals) or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance".

- **TOR Cl. 5.11:** "The Authority's Engineer shall test check at least 60 (Sixty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor."
- CLAUSE:-"Authority's Cl.11: PERFORMANCE Engineers shall expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the EPC Agreement and other schedules. Any failure of the Authority Engineer in notifying to Employer and the Contractor on noncompliance of the provisions of the EPC Contract Agreement and other schedules by the EPC Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to Authority Engineer shall appoint its non-performance. The representative, who shall issue on behalf of the AE, Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by Employer. The AE shall take prior approval of Employer before issuing Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney. However, the AE did not abide by the same."
- (viii). Further, NHIDCL RO vide letter no. 13402 dated 19.10.2023 had issued Show Cause Notice under Cl. 2.9.1 to the Consultant to submit the reply within 60 days (i.e., on or before 18.12.2023) under Cl. 2.9.1, failure to which the Contract shall be terminated.
- (ix). WHEREAS, even after the lapse of 60 days' time period for replying to the Show Cause Notice, the Authority provided time to the Consultant to improve its performance, but the Consultant has terribly failed to show any improvement.
- (x). However, no response from the Consultant was received regarding the Show Cause Notice dated 19.10.2023 and neither the Consultant improved its performance, which clearly depicts the lackadaisical attitude of the Consultant towards the execution of the project.
- (xi). WHEREAS, even after the lapse of 60 days time period for replying to the Show Cause Notice, the Authority provided time to the Consultant to improve its

 Page 4 of 5



performance, but the Consultant had terribly failed to show any improvement, which has resulted in the termination of subject contract with M/s Feedback Infra Pvt. Ltd. in JV with M/s Armenge Engg. & Management Consultant Pvt. Ltd on 24.04.2024.

6. WHEREAS, as Clause 2.9.7 of GCC of Contract Agreement which states that "As a natural consequence of the termination, due to the Consultant's failure, the Consultant shall deemed to have been debarred for a period of 2 years and shall not be eligible to bid for any Contract of the Authority either singularly or in a JV or its Related parties.

(Explanation:- Such debarment shall be natural consequence of termination. No separate Show Cause/ Proceeding shall be initiated for placing such contractor under debarment)."

- 7. WHEREAS, in light of above, M/s Feedback Infra Pvt. Ltd. in JV with M/s Armenge Engg. & Management Consultant Pvt. Ltd., 10th Floor, Building no. 10C, DLF Cyber City, Phase-2, Gurugram 122002, Haryana, is hereby debarred from participating in future projects of NHIDCL either directly or indirectly from the date of issuance of this notice for period of 02 years in accordance with Clause 2.9.7 of GCC of the Contract Agreement.
- 8. This Debarment notice is issued without prejudice to any other rights or remedy available with the Authority under the Contract Agreement and/or applicable law.
- 9. This issues with the approval of the Competent Authority of NHIDCL.

Yours Sincerely,

(M.S. Deol) Executive Director (T)

To:

i. PSS to DG (RD)& SS, MoRT&H

ii. PS to DGBR, Seema Sadak Bhawan

iii. PS to Chairman, NHAI

iv. PS to MD, NHIDCL

v. PS to Director (A&F)

vi. PS to Director (T) - I & II

vii. ED (T/P)s, NHIDCL

viii. GM/DGM (T/P)s, NHIDCL

ix. GM (IT), NHIDCL, HQ (to upload the notice on the website)

x. Consultant i.e. M/s Feedback Infra Pvt. Ltd. in JV with M/s Armenge Engg. & Management Consultant Pvt. Ltd.

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार तीसरी मंजिल, पीटीआई बिल्डिंग, 4–संसद मार्ग, नई दिल्ली–110001







National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Assam/AE/Dab-Man/Pkg-5/195592/3235

Date: 24.04.2024

To.

M/s Feedback Infra Pvt. Ltd. –
M/s Armenge Engg. & Management Consultant Pvt. Ltd. (JV),
10th Floor, Building no. 10C,
DLF Cyber City, Phase-2, Gurugram – 122002, Haryana

Email: bdcentral@feedbackinfra.com & armenge@armenge.com

(Kind Attention: Sh. Rishi Mendiratta, Authorized Signatory)

Subject: Consultancy Services for Authority's Engineer for Supervision of Widening/ Improvement of 4(Four) Lane with Paved Shoulder from Km 95+400 to Km 113+330 of Near Ganpath Gaur Gaon to Kwaram Taro Village Section (Package 5) of NH-29 in the State of Assam under Bharatmala Pariyojana on EPC Mode: - **Termination order under CI. 2.9.1 of General Conditions of Contract of the Contract Agreement-reg.**

Ref.:

- i. HQ, NHIDCL's letter no 1044 dated 04.08.2021-Letter of Acceptance.
- ii. AE's letter no 2266 dated 01.09.2021-For the replacement.
- iii. HQ, NHIDCL's letter no 1235 dated 20.10.2021-Approval for replacement.
- iv. HQ, NHIDCL's letter no 1246 dated 25.10.2021-Letter to Proceed to project.
- v. RO-Assam's letter no 8256 dated 18.02.2022 issued the Notice for Suspension.
- vi. AE's letter no. 013 dated 28.02.2022 submitted the reply to Notice for Suspension of Services.
- vii. HQ, NHIDCL's letter no 1558 dated 29.04.2022-Approval for Replacement.
- viii. RO-Assam's letter no 9357 dated 17.06.2022-Letter to AE to explicitly mobilize the Team Leader immediately ix. PMU-Diphu's letter no 2592 dated 07.06.2023-Letter AE to take action against the complaint of the employees of the firm.

- x. PMU-Diphu's letter no 2619 dated 21.06.2023-Absence of AE Team-Intimation letter to RO.
- xi. RO-Assam's letter no 13402 dated 19.10.2023-Show Cause Notice Sir,

WHEREAS, the work of Consultancy Services for Authority's Engineer for Supervision of Widening/ Improvement of 4(Four) Lane with Paved Shoulder from Km 95+400 to Km 113+330 of Near Ganpath Gaur Gaon to Kwaram Taro Village Section (Package 5) of NH-29 in the State of Assam under Bharatmala Pariyojana on EPC Mode (hereinafter referred as "Project"), was awarded to M/s Feedback Infra Pvt. Ltd. in JV with M/s Armenge Engg. & Management Consultant Pvt. Ltd. (hereinafter referred as the 'Consultant') by National Highways & Infrastructure Development Corporation Limited (NHIDCL) (hereinafter called as 'Authority') on 04.08.2021.

- 2. WHEREAS, the consultant vide letter no. 2266 dated 01.09.2021 requested NHIDCL, Headquarter for the replacement of Team Leader cum Sr. Highway Engineer & Sr. Quality cum Material Expert under Cl. 1.10 of section-2 of RFP, before signing of the Contract Agreement, and the same was approved by NHIDCL, HQ vide letter no 1235 dated 20.10.2021 before execution of the Contract Agreement.
- 3. Whereas, a Contract Agreement was signed on 21.10.2021 between the Authority and the Consultant with the requirement that the Consultant shall complete the Project in accordance with the provisions of the Contract Agreement. Accordingly, Notice to Proceed was issued vide NHIDCL letter no. 1246 dated 25.10.2021.
- 4. WHEREAS, NHIDCL vide letter no. 8526 dated 18.02.2022 issued the Notice for Suspension of services under Cl. 2.8 of GCC, on account of failure to mobilize the Key Personnel on site and firm's incapacity to discharge committed services to the Authority, which was affecting the execution of the project work.
- 5. WHEREAS, the consultant vide letter no. 013 dated 28.02.2022 submitted the reply to Notice for Suspension of services citing reasons which are solely related to internal administration of the firm and its capacity to retain personnel/identify personnel who can mobilize and discharge duties at site. The Consultant also cited COVID outbreak as a reason due to which the personnel were reluctant to mobilize at sites, that far from their respective

places. These replies/excuses of the AE could be admitted as the bids for the Consultancy Assignment were invited during the COVID-19 pandemic and several other teams of AEs have mobilized at adjacent sites, during the same period. And the fact that by merely proposing candidates for further replacements, the AE has "cured" its defaults is not acceptable as per the Contract. The Consultant also failed to show anything as to how the ongoing Civil Work is being supervised at Site, in absence of its Key Personnel.

- 6. WHEREAS, the consultant was directed in the meeting held at NHIDCL, Hqrs on 29.03.2022 to submit the CV for replacement of non-available key personnel and mobilize the team at site. The replacement of non-available key personnel i.e., Team leader cum Sr. Highway Engineer, Resident cum Highway Engineer and Sr. Quality cum Material Expert, was approved vide NHIDCL HQ letter no. 1558 dated 29.04.2022. However, the consultant failed to deploy the key personnel.
- 7. WHEREAS, NHIDCL Regional office, vide letter dated 17.06.2022 had expressly conveyed the AE to immediately mobilize the Team Leader at site, failing which the Contract shall be terminated without any further notice, however the AE did not abide by the same, and the Team Leader was not deployed at site.
- 8. WHEREAS, NHIDCL PMU vide letter no 2592 dated 07.06.2023 informed the Authority's Engineer to take action against the complaints of the employees of the firm on failure of its commitments in fulfilling and providing the services to its employees at project site.
- 9. WHEREAS, NHIDCL PMU vide letter dated 21.06.2023 informed NHIDCL RO, that the actual deployment of the Team Leader cum Sr. Highway Engineer (TL) was from 22.06.2022 but the individual has been absent since 18.07.2022, till date and having attendance only 4.3%. Also, that the Resident Engineer joined the project site on 01.03.2023 but the individual has been absent since 29.03.2023 having attendance 4.6% only. Similarly, the Senior Quality cum Material Expert joined on 21.05.2022 but also left the project site since 01.03.2023 having attendance 47.17%. At present also there are no Key Personnel mobilized at site.
- 10. WHEREAS, the consultancy firm has time and again failed to remedy the failure in performance of their obligation as specified under various clauses of the contract :

- GCC CI. 3.1.1: "The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods "The Consultants shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard. However, the AE did not abide by the same".
- GCC CI. 2.9.1 (a): "if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing....."
- **TOR CI. 3.1:** "The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industrial Practice."
- TÓR Cl. 5.10: "For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purpose of this Para 4.9, the rest specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications of Road and Bridge Works issued by MORT&H (the Quality Control Manuals) or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance".
- **TOR CI. 5.11:** "The Authority's Engineer shall test check at least 60 (Sixty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor."
- TOR CI.11: PERFORMANCE CLAUSE: "Authority's Engineers shall be expected to fully comply with all the provisions of the `Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the EPC Agreement and other schedules. Any failure of the Authority Engineer in notifying to Employer and the Contractor on non-

compliance of the provisions of the EPC Contract Agreement and other schedules by the EPC Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance. The Authority Engineer shall appoint its authorized representative, who shall issue on behalf of the AE, Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by Employer. The AE shall take prior approval of Employer before issuing Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney. However, the AE did not abide by the same."

- 11. WHEREAS, the Authority's Engineer has failed to perform & deliver its duties and responsibilities in absence of the Key Personnel on the project site.
- 12. Further, NHIDCL RO vide letter no. 13402 dated 19.10.2023 had issued Show Cause Notice under Cl. 2.9.1 to the Consultant to submit the reply within 60 days (i.e., on or before 18.12.2023) under Cl. 2.9.1, failure to which the Contract shall be terminated.
- 13. Whereas, even after the lapse of 60 days time period for replying to the Show Cause Notice, the Authority provided time to the Consultant to improve its performance, but the Consultant has terribly failed to show any improvement.
- 14. However, till date, no response from the Consultant has been received regarding the Show Cause Notice dated 19.10.2023 and neither the Consultant has improved its performance, which clearly depicts the lackadaisical attitude of the Consultant towards the execution of the project.
- 15. Whereas, even after the lapse of 60 days time period for replying to the Show Cause Notice, the Authority provided time to the Consultant to improve its performance, but the Consultant has terribly failed to show any improvement.
- 16. In light of the aforesaid, non-exhaustive fundamental breach and in view of the Consultant's persistent & sustained gross default in fulfilling contractual obligation, the Authority is left with no other option but to Terminate this contract in accordance with the provisions under Cl. 2.9.1 of GCC of the Contract Agreement on account of Consultant default with immediate effect.

- 17. Upon termination of the Contract on account of Consultant's Default, the relevant provisions of the Contract Agreement would henceforth apply.
- 18. In pursuance of this Termination order, your firm shall perform no further services other than those reasonably necessary to close this Contract Agreement.
- 19. This Termination Order is being issued without prejudice to Authority's right to claim damages and/ or to realize any dues, losses and damages and/ or to exercise any other right or remedy on account of Consultant's failure to comply with its obligations under this Contract Agreement, which may be available now or in future under the Contract Agreement or under the applicable laws or otherwise, as the case may be.
- 20. This issues with the approval of the Competent Authority of NHIDCL.

Yours Sincerely,

Enclosures: - As Stated Above.

(M.S. Deol) Executive Director (T)

Copy to:

- i. PSS to DG (RD)& SS, MoRT&H
- ii. PS to MD, NHIDCL
- iii. PS to Chairman, NHAI
- iv. PS to Director (A&F)
- v. PS to Director (T) I & II
- vi. ED (T/P)s, NHIDCL
- vii. GM/DGM (T/P)s, NHIDCL
- viii. GM (IT), NHIDCL, HQ (to upload the notice on the website)

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार तीसरी मंजिल, पीटीआई बिल्डिंग, 4–संसद मार्ग, नई दिल्ली–110001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com





AD TO PROSPERITY

(A GovORIGINAL ICOPYnterprise)

Date: 04.08.2021

(भारत सरकार का उद्यम)

NHIDCL/Assam/AE/Dab-Man/Pkg-5/195592 1044

To,

Feedback Infra Private Limited
M/s Armenge Eng. & Management Consultants Pvt. Ltd. (JV)
10th Floor, Building No.10C, DLF Cyber City, Phase-2,
Gurugram 122002, Haryana, India,
E-mail: bdcentral@feedbackinfra.com
Armenge@armenge.com

(Kind Attention: Mr. Rishi Mendiratta)

Sub: Consultancy Services for Authority's Engineer for Supervision of "Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka - Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design KM 96+400 to Km 113+830) in the state of Assam on EPC mode.-Letter of Acceptance (LOA)-reg.

Sir,

This has reference to your Technical and Financial proposals submitted on 17.06.2021 for the subject project.

- 2. The Competent Authority has accepted your Financial Proposal for an amount of Rs. 6,35,16,448.00 /-(Rupees Six Crore Thirty Five Lakh Sixteen Thousand Four Hundred Forty Eight Only) excluding GST.
- 3. The above financial quote is excluding GST, duties, fees, levies and other imposition imposed under the existing law and the client i.e. NHIDCL shall deduct taxes, as applicable, out of the payments to be made in favour of the Consultant.
- 4. You are requested to submit an undertaking stating that none of your proposed key personnel and sub-professional staff has been blacklisted/ debarred by the MoRTH/ its Implementing agencies. In case, it is found to be contrary at a later stage, you will have to replace them immediately without claiming any compensation for such staff.
- 5. You are required to confirm your acceptance of this 'LOA' on priority, you are also required to submit the Bank Guarantee (BG) within 15 days of issue of LOA from the bank towards the Performance Security of Rs. 31,75,822/- (Rupees Thirty One Lakh Seventy Five Thousand Eight Hundred Twenty Two Only) excluding GST valid for a period as specified in the RFP. The Bank Guarantee (BG) shall be in the format in the Appendix-H (Bank Guarantee for Performance security) as given in the RFP.

- 6. Upon submission of the required Performance Security, you are required to sign the Contract Agreement with NHIDCL. Thereafter, the services shall commence immediately from the date of signing of the Consultancy Agreement and accordingly you are required to mobilize the key personnel including Team Leader and other field staff as per the Contract Provisions in consultation with ED (P)-R.O Guwahati.
- 7. Keeping in view the progress of work at site, there is an urgent requirement to mobilize the Authority's Engineer for which the LOA has been issued. In view of this, consultant shall arrange the interaction of Key Personnel with ED (P)-R.O Guwahati before mobilization of same at site.
- 8. Kindly note that your firm will fully engage itself with the work and articulate the role of Associates partner and itself.
- 9. You are requested to sign and return the duplicate copy of the LOA in acknowledgement thereof, at the earliest.

Thanking you.

(W Blah) Executive Director

Feedback Infra Private Limited

(Formerly known as Feedback Infrastructure Services Private Limited)

Feedback Highways IndVe

10th Floor, Building 10C, DLF Cyber City, Phase 2 Gurugram – 122 002, Haryana, India

Tel: +91 124 416 9100 Fax: +91 124 431 6655 Email: <u>bdcentral@feedbackinfra.com</u>

FIPL/D/GEN/09-21/2266

FEEDBACK INFRA

Making Infrastructure Happen

September 1,2021

To, Shri. W Blah Executive Director National Highway & Infrastructure Development Corporation Ltd. PTI Building, 3rd Floor, 4 Parliament Street, New Delhi-110001 Ph. 011-23461600

Sub: Consultancy services for Authority's Engineer for Supervision of: Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka - Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design KM 96+400 to Km 113+830) in the state of Assam on EPC mode – Reg. replacement of CVs

Ref: Your Letter No. NHIDCL/Assam/AE/Dab-Man/Pkg-5/195592/1044 dated 04.08.2021

Dear Sir,

We have submitted our Performance Bank Guarantee in the Form of Demand Draft and further we would like to inform you that due to unavoidable circumstances mentioned below we are forced to seek replacement of the following key personnel and the replacement CV's of such proposed personnel is enclosed with this letter for your kind approval.

Sr	Position	Originally Nominated	Proposed Replacement	Reason/ justification of Replacement
1.	Team Leader cum Sr. Highway Engineer	Arun Kumar Sharma	Shivraj	Mr. Arun Kumar Sharma had consented to join the project. After being declared Successful Bidder for this assignment, Mr. Mishra informed us that he has received extension in his original assignment and would not be feasible for him to join this project as the PD of that assignment does not want him to relieve.
2.	Senior Quality cum Material Expert	Om Prakash Gupta	Maithili Sharan	Mr. Om Prakash Gupta had consented to join the project. After being declared Successful Bidder for this assignment, Mr. Gupta denied joining the assignment.

Apropos the same, it is hereby kindly requested to please accept these replacements and intimate us with the date of virtually meeting of the candidates for interaction.

Thanking you and assuring you of our best services at all times.

Yours Sincerely,

Feedback Infra Pvt. Ltd.

In Joint Venture with ARMENGE Engineering and Management Consultants Pvt Ltd.

Cungam Coungam Co

Rishi Mendiratta Assistant Vice President

Encl: As Above

TECHNICAL PROPOSAL



Consultancy services for Authority's Engineer for Supervision of Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka-Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design Km 96+400 to Km 113+830) in the state of Assam on EPC mode

PROPOSED POSITION : Team Leader cum Senior Highway Engineer

NAME OF FIRM : Feedback Infra Private Limited

NAME OF STAFF : Shivraj

PROFESSION : Civil Engineering

DATE OF BIRTH : 07/08/1972

YEARS WITH FIRM/ENTITY: Available for this Assignment NATIONALITY: Indian

MEMBERSHIP OF

PROFESSIONAL SOCIETIES: Nil

DETAILED TASK ASSIGNED: Please refer Appendix -B5

Please find attach printout of CV along with all the relevant details uploaded on INFRACON portal





VIEW CONSULTANT DETAILS Registration Date: 23/05/2017 Last Modified Basic Details on: 12/08/2021 Last Accepted Details on: 12/08/2021 **BASIC DETAILS Aadhar Number** Aadhar Verified on Jul 8 2021 11:01AM Photo Name shivraj DOB 07/08/1972 **Mother Name** Smt. Sheela Devi **Father Name** Soran Lal Email shivrajsingh132@yahoo.com Country India **Current State** UTTAR PRADESH **Current District** Saharanpur **Current Address** Lane no.2, Pargati vihar Chilkana road Saharanpur Current Pin Code / Zip Code 247231 **Permanent State** UTTAR PRADESH **Permanent District** Saharanpur **Permanent Address** Shivraj Singh, Lane no. 2, Pargati Vihar, Chilkana Road ,Saharanpur,U.P. Permanent Pin Code / Zip Code 247231 **PAN Number** AJNPR0606D View Uploaded File ||Supporting Document **Passport Number** Not Uploaded || Supporting Document Mobile 8979062141 **Alternate Mobile** 9456432165 **Landline Number** 8979062141 **UAN Number ID Proof** Download File || Supporting Documents **Knowledge of Modern Computer** Download File || Supporting Documents **Based Method of Surveying**

QUALIFICATION DETAILS									
Level	Qualification Level	Topic of the Subject/Specialization	College	University/Board	Year Of Passing	Percentage	Certificate Details	Certificate Uploaded	Supporting Documents
Graduate/Degree	BE/B.Tech /B.Sc. (Engineering)/ AMIE in CIVIL Engineering or equivalent		VS Prassana Bharti University	VS Prassana Bharti University	1998			Download File	View

COMPANIES DETAILS							
Company Name	From Year	To Year	Supporting Documents				
M/s. Oriental Structural Engineer Ltd.	18/06/1998	30/12/2000	View				
M/s Valecha Engineering Limited	02/01/2001	29/04/2006	View				
LRP Consultants Consortium Private Limited	03/05/2006	30/06/2007	View				
Caritas Infra Consulting Private Limited.	02/07/2007	29/10/2008	View				
Ssangyong Engineering & Construction Co.	03/11/2008	04/01/2010	View				
ICT Pvt. Ltd.	08/02/2010	30/03/2012	View				
	Company Name M/s. Oriental Structural Engineer Ltd. M/s Valecha Engineering Limited LRP Consultants Consortium Private Limited Caritas Infra Consulting Private Limited. Ssangyong Engineering & Construction Co.	Company NameFrom YearM/s. Oriental Structural Engineer Ltd.18/06/1998M/s Valecha Engineering Limited02/01/2001LRP Consultants Consortium Private Limited03/05/2006Caritas Infra Consulting Private Limited.02/07/2007Ssangyong Engineering & Construction Co.03/11/2008	Company Name From Year To Year M/s. Oriental Structural Engineer Ltd. 18/06/1998 30/12/2000 M/s Valecha Engineering Limited 02/01/2001 29/04/2006 LRP Consultants Consortium Private Limited 03/05/2006 30/06/2007 Caritas Infra Consulting Private Limited. 02/07/2007 29/10/2008 Ssangyong Engineering & Construction Co. 03/11/2008 04/01/2010				



7	M/s. Raghu Infra Pvt. Ltd	09/04/2012	27/07/2013	View
8	Frischmann Prabhu (India) Pvt. Ltd.	01/08/2013	08/10/2014	View
9	Fair Constructions Pvt. Ltd	13/10/2014	28/10/2015	View
10	M/s Dilip Buildcon Limited	02/11/2015	29/06/2018	View
11	Nyirantaruko Hydropower Ltd.	01/07/2018	31/10/2019	View
12	M/s Krishna Construction Pvt. Ltd	29/01/2020	28/02/2021	View
13	M/s Theme Engineering Service Pvt Ltd	04/03/2021		View

13	M/s Theme Engi	neering Service P	vt Ltd	04/0	03/2021		View		
DETA	AILED WORK DETA	ILS							
Sno	Work Name	Client	Designation	Project Cost (Cr)	Start Date	Completion Date	Country	Details	Supporting Document
1	Strengthening for 4-Lane, NH-3 of Indore - Dewas Road, Length of 17.6 Km (Flexible pavement) and new Bypass around Indore town 33.2 Km. (Rigid pavement) in the state of Madhya Pradesh. 4-Lane; Project Length: 50.8 Km; Project Cost: INR 214 Crore; Client: PWD, Govt. of Madhya Pradesh	PWD, Govt. of Madhya Pradesh	Field Engineer	214.00	18/06/1998	30/12/2000	India	View	View
2	Construction of 4- Lane, SH-26 from Narayanpur to Digthan Manpur, Length of 34.30 Km in the state of Madhya Pradesh under DBFOT Basis. 4-Lane; Project length: 34.30 Km Project Cost: INR 200.10 Crore; Client: MPRDC.	MPRDC	Project Engineer	200.10	02/01/2001	31/12/2003	India	View	View
3	Improvement, Strengthening and Maintenance for 4-Lane, NH-3 of Agra ââ,¬â€cœBombay road in Km 133.000 to Km 168.400 in the state of Madhya Pradesh under DBFOT Basis. 4 - Lane; Project Length: 35.4 Km; Cost: INR 178.00 Crore; Client: NHAI.	NHAI	Project Manager	178.00	05/01/2004	29/04/2006	India	View	View
4	Improvement & Strengthening for 4-Lane, NH-3 of Agra â€"Bombay road in Km 133.000 to Km 168.400 in the state of Madhya Pradesh under DBFOT Basis. 4 - Lane; Project Length: 35.4 Km; Cost: INR 178.00 Crore; Client: NHAI.	NHAI	Project Manager	178.00	05/01/2004	29/04/2006	India	View	View
5	Consultancy Services for	MPRDC	Team Leader	285.00	03/05/2006	30/06/2007	India	View	View

		INI NACOI	N, WIIIIISH Y OI RO	Jau Halls	port & corisui	iani_nignways	s, Governin	ient or in	uia
	Preparation of Detailed Project Report & Feasibility Study for 4-Lane, NH-79 of Lebad-Ratlam â€" Jaora â€" Mandsaur - Nayagaon Road, Length of 90.17 Km in the State Madhya Pradesh. 4-Lane; Project Length: 90.17 Km; Cost: INR 285 Crore; Client: MPRDC.								
6	Preparation of Detailed Design Report for Raipur - Bilaspur NH-200 from Km 71.00 to Km 116.00 in the state of Chhattisgarh, Including one Rail Over Bridge cum Flyover .4-Lane; Project Length: 52.00 Km; Cost: INR 206 Crore; Client: Trichy-Thanjavur Expressways Ltd.	Chhattisgarh Highways Development Corporation Ltd	Team Leader	206.00	02/07/2007	29/10/2008	India	View	View
7	Construction of 4- Lane, NH-26 from Jhansi to Lakhnadon in the section of Km 297.000 to Km 351.000 in the State of Madhya Pradesh under Package No. : ADB-II / C-8, C-9. 4-Lane, Project Length: 54 Km Cost: INR 250 Crore; Client: NHAI; ADB Funded executed under FIDIC Condition of contract.	NHAI	Project Manager	250.00	03/11/2008	04/01/2010	India	View	View
8	Construction of 4- Lane, NH-26 from Jhansi to Lakhnadon in the section of Km 297.000 to Km 351.000 in the State of Madhya Pradesh under Package No. : ADB-II / C-8, C-9. 4-Lane, Project Length: 54 Km Cost: INR 250 Crore; Client: NHAI; ADB Funded executed under FIDIC Condition of contract.	NHAI	Project Manager	250.00	03/11/2008	04/01/2010	India	View	View
9	Consultancy Services for Upgradation of 4- lane, Highway, Kagoma â€ Lusahunga Road Project, Length of 154.00 Km at Tanzania, Africa. 4-Lane; Project	The Tanzania National Road Agency	Resident Engineer	548.00	08/02/2010	30/03/2012	Tanzania	View	View

		INI RACOI	N, Ministry of Ro	Jau Halls	DOIT & CONSUI	lani_nignways	s, Governin	ient or in	ula
	Length: 154.00 Km; Project Cost: T. Shs. 191,454,705,419 around (INR.548 Cores); Client: The Tanzania National Road Agency.								
10	Consultancy Services for Upgradation of 4- lane, Highway, Kagoma ââ,¬â€œ Lusahunga Road Project, Length of 154.00 Km at Tanzania, Africa. 4-Lane; Project Length: 154.00 Km; Project Cost: T. Shs. 191,454,705,419 around (INR.548 Cores); Client: The Tanzania National Road Agency.	The Tanzania National Road Agency	Resident Engineer	548.00	08/02/2010	30/03/2012	Tanzania	View	View
11	Construction of 2- lane in to 4- Lane of Loni Saharanpur-up to Uttarakhand Border section of SH-57 from Km. 125+000 to 164+500 Including Saharanpur Bypass in The State of Uttar Pradesh (Package 4).	Uttar Pradesh State Highways Authority	Project Manager	343.90	09/04/2012	27/07/2013	India	View	View
12	Detailed Project Report for Construction / Upgradation of 4- Lane Muktsar - Malout Road & Dharamkot - Zira Road, Length of 53.53 Km in the State of Punjab under Package IIIC 2/4-Lane; Project Length: 53.53 Km; Project Cost: INR 242.00 Crore; Client: PWD B&R Govt., of Punjab.	PWD B&R Govt., of Punjab	Team Leader	242.00	01/08/2013	08/10/2014	India	View	View
13	Maintenance of 4- Lane, Highway, Buruhukiro Tea Factory - Bisharara Paved Road , Length of 38.00 Km at Nyamagabe District Southern Province, Rwanda. 4-Lane; Project length: 38.00 Km; Project Cost: FRW 7,884,326,660 Client: Rwanda Transport Development Agency (RTDA).	Rwanda Transport Development Agency (RTDA)	Project Manager	548.00	13/10/2014	28/10/2015	Rwanda	View	View
14	Construction Supervision of 4- Lane, Highway,	Rwanda Transport Development	Project Manager	548.00	13/10/2014	28/10/2015	Rwanda	View	View

		INFRACON	I, Ministry of R	oad Irans	ort & consult	tant_nighways	s, Governn	nent of in	dia
	Buruhukiro Tea Factory - Bisharara Paved Road , Length of 38.00 Km at Nyamagabe District Southern Province, Rwanda. 4-Lane; Project length: 38.00 Km; Project Cost: FRW 7,884,326,660 Client: Rwanda Transport Development Agency (RTDA).	Agency (RTDA)							
15	Widening and strengthening of existing 2- Lane to 4- Lane with paved side shoulders of Amritsar- Tarn Taran to Harike section of NH-15 from Km 112+575 to Km 158+500 in state of Punjab on EPC Mode. 4- Lane with paved side shoulders; Project Length: 45.925 Km; Project Cost: INR 558.00 Crore; Client: PWD, Govt. of Punjab.	PWD, Govt. of Punjab	Project Manager	558.00	02/11/2015	30/12/2016	India	View	View
16	Opeartion and Maintenance of existing 4- Lane with paved side shoulders of Amritsar- Tarn Taran to Harike section of NH-15 from Km 112+575 to Km 158+500 in state of Punjab on EPC Mode. 4- Lane with paved side shoulders; Project Length: 45.925 Km; Project Cost: INR 558.00 Crore; Client: PWD, Govt. of Punjab.	PWD Punjab	Project Manager	558.00	02/11/2015	30/12/2016	India	View	View
17	Construction of 4- Lane, NH-65 from Ambala to Kaithal, length of Km 48.800Km in the state of Punjab on BOT Basis. 4- Lane; Project Length: 48.80 Km; Project Cost: INR 430 Crore; Client: NHAI.	NHAI	Project Manager	430.00	05/01/2017	29/06/2018	India	View	View
18	Construction of widening & strengthening of National Road Project (NR-67) from Democratic Republic Congo Border to Rusizi à€" Nyemasheke 45 km (0.000 to 45.650) 10 mt. wide Asphalt concrete in	Rwanda Transportation Development Agency Kigali, (RTDA)	Project Manager	788.00	23/07/2018	31/10/2019	Rwanda	View	View

		INFRACON	I, Ministry of R	oad Transp	ort & consult	tant_highways	s, Governn	nent of In	dia
	Nyemasheke district of Western province Rwanda (EAST AFRICA) ADB Funded								
19	Four Laning of NH-709B from (Km. 92.000 (Near Shamli) to Km 155.025) Near Saharanpur (Design Chainage from 61.409 to 124.181) in the state of Uttar Pradesh on Engineering, Procurement & construction (EPC) mode (Package â€" II) under Bharatmala Pariyojana	National Highways Authority of India	Project Manager	588.00	29/01/2020	28/02/2021	India	View	View
20	Consultancy services for Authority's Engineer for Supervision of (i) 4-laning of Varanasi Gorakhpur section of NH-29 from km 88.000 (design Chainage 84.160) to km 208.300 (design Chainage Birnon to Gorakhpur in the state of Uttar Pradesh under NHDP Phase- IV on EPC mode.	National Highways Authority of India	Team Leader cum Sr. Highway Engineer	1,986.00	04/03/2021		India	View	View





SHIV RAJ

SORAN LAL

07/08/1972

Permanent Account Number

AJNPR0606D





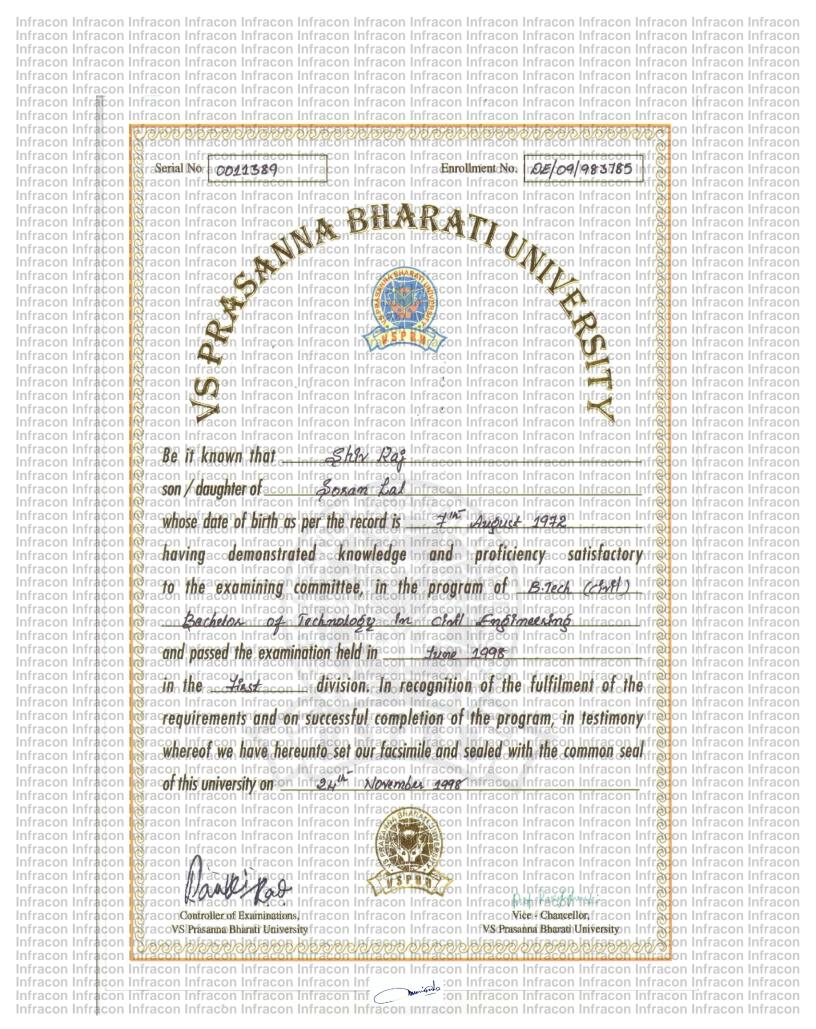


भारत सरकार GOVT OF INDIA









Oriental Structural Engineers (P) Ltd. Infraco Dated: 02 January 2001 acon Infracon In Infracon Infracon Infracon TO WHOM SO IT MAY CONCERN Infracthis is to certify that Mr. Shiyrai S/o Sri Soran lal R/o Lane no. 2 Pargati Vihar, Chilkana Road, District a Infrackle successfully completed his taska the discharged his duties properly and honestly. The has good acon-Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon For, Oriental Structural Engineers (P) Ltd. nfracon Infracon Infracon Infracon Infracon Infracon

Valecha Engineering Limited <u>TO WHOMESOEVER IT MAY CONCERN</u> Gordhanpur, Dhulani, Post Chilkana, Dist. Saharanpur, is working as a Manager under our esteemed organization from 1st January 2001 to till date on our following Projects acon Infracon Infrac "Improvement & Strengthening for 4-Lane, NH-3 of Agra -Bombay 35.4 Km. road in the state of Madhya Pradesh" (Jan2004 to till date) "Construction of 4-Lane, SH-26 from Narayanpur to Digthan Manpur, Length of 34.30 Km in the state of Madhya Pradesh" (Jan 2001 to Dec. 2003) Infracon He is mainly involved in Industrial projects, Roads, Culverts & Retaining walls He is found to be very sincere, dedicated & hardworking. acon Alemorized Signatory on

racon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infraco RP CONSULTANTS CONSORTIUM PVT. LT TO WHOME IT MAY CONCERN This is certify that Mr. Shivraj Singh had worked on our project "Detailed Project Report & Feasibility Study for 4-Lane, NH-79 of Lebad - Ratlam - Jaora - Mandsaur - Nayagaon Road, Length of 90.17 Km in ac the State Madhya Pradesh." In our organization as "Team Leader" from May 2006 to June 2007. During his service we found him gentle, effective and also hard working. He obeys all instructions directions given by his superiors. R-606: Opp. Nehru Parki, New Rajinder Nagar, New | 11:0060 Tele : +91-11-28741286; 28741288; Fax E-mail Lrpcc79@yahoo co in/Lrp_consultants_consortium@rediffmail.com

Caritas Infra Consulting Pvt. Ltd.

Infrastructure Project Consultants October 2008 on our project "Detailed Design Report for Raipur - Bilaspur NH- 200 from Km acThanking younfra nachulantee Datt charge ac Madhubantee Bhattachary Infracon Ph.: +91-129-4092588-89 Fax: +91-129-4092588 On E-mail: info@caritasinfra.com; info.caritasdelhi@gmail.con

SSANGYONG ENGINEERING & CONSTRUCTION CO., LTD Base Camp- Village- Chavarpatha, P.O. Box Barman K.M. 304, NH 26 Distt. Narsinghpur PIN- 487330, M.P., INDIA Phone No. (91-2793) 275689 Project: ADB.II/C-8 - Four laning of Jhansi - Lakhnadon Section from Km. 297(From end of grade separator at To Whom It May Concern This is to certify that Mr. Shivraj Singh has worked on project named "4-Lane, NH-26 from Jhansi to Lakhnadon in the section of Km 297.000 to Km 351.000 in the State of Madhya Pradesh" as Project Manager from November 2008 to January 2010 directions given by his superiors We wish him every success in his life For, Ssangyong Engineering & Construction Co., Ltd. raYdb Hanacon Infr Project Manager

Infraintercontinental Consultants on Resident Engineer of Proceedings of Proceedings of Resident Engineer of Procedure Procedu This is to certify that Mr. Shivraj singh s/o Sh. Soran lal R/o Village Gordhanpur Dhulani, P Chilkana, Distt. Saharanpur (U.P.) is working as a Resident Engineer Organization from 8th February 2010 to 30th March icon Infracon Infracon Infracon Infracon Infrac Km. 154 in Kagera, Tanzania (East Africa) He is involved in Road work & Structure work. He is found to be very sincere, dedicated & hard Innovative. Creative & Technologically Sustainable Infrastructure Solutions Head Office

Self-Declaration

I certify that I have worked with M/s. Raghu Infra Pvt. Ltd on the following projects at a capacity of Project Manager from Apr-2012 to Jul -2013.

Construction of 2-lane in to 4- Lane of Loni Saharanpur-up to Uttarakhand Border section of SH-57 from Km. 125+000 to 164+500 Including Saharanpur Bypass in The State of Uttar Pradesh (Package racoalInfracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon acon Infracon Infracon Infracon Infracon Infracon Infracon nfracon certify that the information provided on Infracon is true & correct best of my knowledge. acon Infracon nfracon Infracon Inf acon Infracon Infraco**Yours faithfully**racon Infracon Inf Infracon Infra<mark>c</mark>on Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracor nfracon Infracon Infracor koa Infracon firacon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracor nfracoshivRacon Infracon Infra Infracon Inf Infracon Infracor Infracon I Infracon Infracor Infracon Infracor nfracon Infracon Infr Infracon Inf Infracon Inf Infracon I Infracon I Infracon Inf Infracon Inf nfracon Infracon I Infracon Inf con Infracon Infracon Infracon Infracon Infracon Infracon on Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon I (Infracon Inf acon Infracon I

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Self-Declaration Infracon
                        I certify that I have worked with Frischmann Prabhu (India) Pvt. Ltd. on the following projects at a
             racorcapacity of Team Leader from Aug-2013 to Oct-2014 fracon Infracon Infracon
     InfracorDetailed Project Report for Construction / Upgradation of 4-Lane Muktsar - Malout Road &
                               Dharamkot - Zira Road, Length of 53.53 Km in the State of Punjab under Package IIIC 2/4-Lane;
                 o Project Length: 53.53 Km; Project Cost: INR 242.00 Crore; Client: PWD B&R Govt., of Punjab.
                acon Infracon Infracon Infracon Infracon Infracon Infracon
             raco I certify that the information provided on Infracon is true & correct best of my knowledge
                                Yours faithfully acon Infracon Infracon
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                                                                                                                                  Infracon Infracon Infracon
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Date: 02/11/2015

DBL/CO/HR/APPT45236

ILIP BUILDCON LIMITED

Name: Shivraj on Infracon Infracon Address: Vill. Gordhanpur Dhulani

P.O/P.S Chilkana, Infraco Dist. Saharanpur (U.P)

Dear Shivraj,

With reference to your application and the subsequent interview, we have pleasure in offering you an appointment as **Project Manager** in the **Engineering (Highway)** department of **Dilip Buildcon Limited (referred as 'Company')** on the following terms and conditions:-

1frAPPOINTMENT:

This appointment is effective from 02/11/2015

2 EMOLUMENTS:

Your monthly Gross CTC will be Rs 1,75,000/- (Rupees One Lac Seventy Five Thousand Only). In addition to this, you shall be entitled to other perks and benefits as made available from time to time by the Company. The Company shall deduct from your remuneration, Income Tax, PF & PT and other taxes/ levies as applicable under the statutory laws, which it is liable to deduct at source as applicable.

All information regarding your remuneration and terms of employment are confidential and you shall not divulge the contents to any other employee of the Company acon Infracon Infracon

3. PROBATION:-

You shall initially be on probation for a period of **Six month** from the date of joining the Company. The same may however, be extended if so deemed necessary by the management of the Company. On completion of probation period, either initial or extended, as the case may be, the management may be in its sole discretion confirm your employment with the company, by issuing a letter to the said effect. You will be deemed to be on probation till you receive the letter of confirmation from the Management.

4. SEPARATION: -

During the probation period, your services may be terminated by the Management without notice and without assigning any reason therefore. After confirmation, the Management may terminate your services by giving one month's written notice or payment of basic salary in lieu thereof without assigning any reasons. Similarly, you may resign from the service of the Company by giving one month's notice in writing or payment of basic salary in lieu thereof.

Your employment shall stand terminated forthwith without any notice in the event of the following:

ori.Infrac if you do not join within the stipulated date, unless extended in writing? Infracon Infracon Infra

If you are held guilty of any offence involving moral turpitude or any breach of the business conduct rules and regulations of the Company.

iii. Failing to comply with all the terms and conditions of your appointment letter

Upon exit (termination/separation), you shall be governed with the procedure of Business Conduct Rules/Policy of the Company for which you (or your legal heirs as the case may be) shall return all the documents, accessories, equipments etc. provided by the Company immediately to your Supervisor/Project Manager/HoD and shall also ensure to complete pending work vis-à-vis successful completion of handing over - taking over activities with your RM/PM/HOD.

5. INITIAL POSTING AND TRANSFER:

- (i) Your initial place of posting is at Amritsar- Tarn Taran to Harike road Project.
- (ii) However, your services may be transferred to any of Company's Projects / Subsidiary / Group Companies or units in India. Consequent upon your transfer, all the existing terms and conditions of your employment shall remain same.



Plot No. 5, Inside Govind Narayan Singh Gate

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DILIP BUILDCON LIMITED INFRASTRUCTURE & BEYOND

(iii) As per the exigency of business, you may be required to carry out additional work for the Company's other
Projects / Subsidiary / Group Companies.

6. GENERAL EMPLOYMENT OBLIGATIONS: -

You shall be governed by the **Business Conduct Rules** *J* **Code of Conduct and Regulations** of the Company as and when introduce and/or amend by the Management, from time to time, the terms of which are hereby incorporated by reference. You shall sincerely abide by and carry out operational instructions/procedures as contained in the Company's guidelines and other administrative instructions as may be issued by the Management from time to time.

CONTINUATION OF EMPLOYMENT: -

It is understood that this employment is being offered to you on the basis of the particulars submitted by you with the Company at the time of recruitment process. However, if at any time it should emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith without notice. This will be without prejudice to the right of the management to take disciplinary action against you for the same.

8. LEAVES AND OTHER SERVICE BENEFITS:

fr You will be entitled to leave, holidays and other service benefits as per the rules of the management/business freenduct rules as framed from time to time and shall be applicable to all employees. Infracon Infracon Infrac

9. RETIREMENT:

You shall retire on the attainment of 60 years unless specially required by the Company in writing to continue in service beyond this age. Your employment shall stand terminated on the date of your retirement for which no notice shall be required.

10. GOVERNING LAW AND JURISDICTION:

This appointment letter shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and management will be subject to exclusive jurisdiction of courts of Bhopal whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature.

To accept this offer of employment, endorse the signature as token of your acceptance of the terms and conditions of employment offered fracon infracon infr

Yours faithfully,

For & on behalf of Dilip Buildcon Limited

Authorized Signatory (Human Resource)

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above on infracon infractions.

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Regd. Office: 1 @ feedbackinfra.com/8/12/2021 11:49:25 AM/180.149.225.6 Plot No. 5, Inside Govind Narayan Singh Gate,

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Infracon	Infracor Dear Shiwraj fracon Infracon I
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Infracon	Infraco With reference to your application and subsequent interview you had with us, we are pleased to offer your Infraco
Infracon	Infraco the position of "Project Manager - Engineering (Highway)" on the rollowing terms and conditions:
Infracon	Infracon Infract. Your monthly gross salary will be Rs. 1,75,000/- (Rupees One Lac Seventy Five Thousand Infraco
Infracon	Only) In addition to this, you will also be entitled to other reaks and benefits as made available
Infracon	Infracon Infracon from time to time in our Company acon Infracon I
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Infracon	Infracon Infra 2nn Your place of posting willobel decided by your joining the company latroup Corporate Office on Infraco
Infracon	Infracon Infracon on 2 Nov. 2015. On your first days please meet or contact Mr. Devendra Jain (Director & CEO) aton Infraco
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Infracon	3. Regular offer shall be made to you upon your joining the duties and completion of the joining formalities. However, your regular offer is subject to your satisfactory verification of your
Infracon	qualification and references. You shall initially be on probation for a period of Six month from
Infracon	Infracon Infracon the date of joining the Company racon Infracon I
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Infracon	Infracon Infrac4.n If you agree to the above please report for duty on the gate mentioned above along with them Infraco
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Infracon	h. Bank Statement showing credit of salary and other reimbursement (if any) i. 4 Stamp size color Photograph
Infracon	5. The management reserves the right to withdraw the said offer in case the information provided by
Intracon	you in the Application / Candidate Information Form is found misleading or misconceived and/or,
Infracon	if any of the above conditions are not fulfilled by you at the time of joining.
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	InfracorInntokennofi having l'accepted nthe cabové, aplease fireply i on rithe ineturnismail nata our l'ompany Imaile id-Infraco
Intracon	Infracor hr@dilipbuildcon.co.in or return duplicate copy of this letter duly signe infracon I
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	Chuna Bhatti, Kolar Road, Bhopal - 462 016 (M.P.)

NYIRANTARUKO HYDROPOWER Ltd.

Post- Office Germany: Berglerschleife 11 D- 92714 Pleystein

Nyirantaruko Hydropower LtD. * Rusororo, Gasabo, Umujyi wa Kigali RWANDA

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Mr. Shivraj Singh

ACHTUNG!
Postanschrift in Deutschland:
Berglerschleife 11
D- 92714 Pleystein

Date, 20190711

Subject:

APPOINTMENT LETTER – Extension

Infracon Dean Mrfr Shivrainfracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon acon Infracon Infrac acon Infracon Infrac As agreed with Mrs. Anke Weckmüller and Mr. Ingo Giersemehl we are pleasure that you finalize the infracor Nyirantaruko Project with our Company. According this the extension of the existing contract is necessary.con Currently we expect the finalizing of the project until end of October 2019. According this we have extended the Contract until 31th of October 2019. As also discussed with Mr. Ingo Giersemehl we are also ready extend this Contract longer if this necessary Infracon Infracon Infracon Infracon The other Contract agreement are unchanged as follow fracon Infracon Infrac We refer to your application and subsequent interview we had with you, we are pleased to inform you that you have been appointed for the position of a "project manager" at NYIRANTARUKO Hydropower Ltd. fracon The terms and conditions of your appointment are as follows: In Your job appointment was started on July 23rd 2018 on Infracon Infracon Infracon Infracon aco Inýou will be under direct supervision of the General Manager on Infracon Infrac con InYourcemuneration will be 4:500;00 EURalbin Infracon Infracon Infracon Infracon Infracon Infracon fracon infracon infra Accommodation will be provided in a self-contained furnished pool house. Now will be entitled to an annual leave of 30 calendar days of completed service. on Infracon Infracon In • You will be provided with a single return air ticket (economy class) to India and back once in every one acon Infracon Infracon fracon Infracton fracon Infracon Infracon Infracon Infracon Nyirantaruko Hydropower itdeon infracon infracon infracon infracon infracon infracon infracon infracon in (Stefan Pfender), Munich 11th July 2019 con Infracon Infr acon Infracon Infracon Infracon Infracon Infracon Infracon Infracon In Infracon Infracon Infracon Infracon Infracon Infracon Infracon I

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UNDERTAKING

Name of Projects:

Four Laning of NH-709B from (Km. 92.000 (Near Shamli) to Km 155.025) Near Saharanpur (Design Chainage from 61.409 to 124.181) in the state of Uttar Pradesh on Engineering, Procurement & construction (EPC) mode (Package – II) under Bharatmala Pariyojana.

Client: National Highways Authority of India

Location: Uttar Pradesh

Employer: M/s Krishna Constructions Pvt. Ltd., Meerut

I, **Shivraj** worked as **Project Manager** for the above projects from 29/01/2020 to 28/02/2021 and I hereby undertake that

1) I have my self-uploaded information on INFRACON Portal, and the information is true to the best of my knowledge and belief.

 I shall not have any objective to my debarment in case the uploaded information is found misrepresented/Inflated.

muniques



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(पोत परिवहन, संडक परिवहन एवं राजमार्ग मंत्रालय) National Highways Authority of India (MINISTRY OF SHIPPING, ROAD TRANSPORT & HIGHWAYS) परियोजना निदेशक का कार्यालय, परियोजना क्रियान्वयन इकाई-गोरखपुर देव विला, सं० ३/४० बहार क्लस्टर-३, सहारा स्टेट, गोरखपुर-273010(उ०प्र०) Office of the Project Director, Project Implementation Unit-Gorakhpur Dev Villa, No. 3/40, Bahar Cluster-3 Sahara Estate, Deoria Bypass Road Gorakhpur - 273010 (U.P.)

दुरभाष/Tel. No. (0551) 2231040 ईमेल/email: gorakhpur@nhai.org



प्रगति के पथ पर अग्रसर

11033/GKP/NH-29/2020-21/AE/ 4975

Date: 09.02.2021

To,

Managing Director M/s Theme Engineering Services Pvt. Ltd. B-24, Gokul Vatika, Jawahar Circle, District-Jaipur, Rajasthan.-302018

Consultancy Services for Authority's Engineer for Supervision of:-Sub:

i) 4-laning Varanasi Gorakhpur Section of NH-29 from Km. 88.000 (design chainage 84.160) to Km. 148.000 (design chainage 149.540) [Package-III from Village Birnon to Village Amilla] in State of Utter Pradesh under NHDP Phase-IV

ii) 4-laning of Varanasi Gorakhpur section of NH-29 from Km. 148.000 (design chainage 149.540 to Km. 208.300) [Package-IV from Village Amilla to Gorakhpur] in the State of Uttar Pradesh under NHPD Phase-IV on EPC Basis.

-Replacement of Team Leader cum Sr. Highway Engineer- reg.

Ref:- i) NHAI-HQ letter no. 39 dated 08.02.2021

ii) RO-UP(E) letter no. 12308 dated 28.01.2021

Kindly refer letter at (i), vide which, Competent Authority has approved to engage Sh. Shivraj as Team Leader cum Sr. Highway Engineer as a 1st replacement, with reduced remuneration of Rs. 2,42,060/- (Rupees Two Lakh Forty Two Thousand Sixty Only) per month as per Clause 4.5 of GCC of Contract Agreement and further, it has been directed that Sh. Shivraj, proposed Team Leader, may be interacted with RO-UP(East), NHAI, at Varanasi before deployment and mobilized only on satisfactory interaction.

In this regard, it is to intimate that Sh. Shivraj, proposed Team Leader may be directed for interaction at Varanasi at the earliest and further mobilization at site.

Encl: As above.

Copy to:

GM(Tech) UP-East - for kind information please.

RO-UP(East), Varanasi- for information & necessary action please. (i) (ii)



ŧ,

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परेवहम और राजेगार्ग गंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways) जो-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्लो-110078 G-5 & 6, Sector-10, Dwarka, New Delhi-110075 हुन्भाष । शालाल । अ - । । • 25074 । । । (25074200 केन्द्र । एक अर्थ । । । 25093507 | 25093514

NHAI/UP-East/Gorakhpur Bypass-Pkg.- 3&4/NH-29/AE/39

Date: 08.02.2021

To

Regional Officer, UP-East
National Highways Authority of India
S-2/656, A-3B, Varuna Vijhar Colony,
2nd & 3rd Floor, one place tower
(Behind JP Mehta Sr. Secondary School)
Sikraul, Varanasi- 221002
E-mail: rovaranasi1@gmail.com, Ph: 0542-2280243

SUB: Consultancy Services for Authority's Engineer for supervision of (i) 4-laning of Varanasi Gorakhpur section of NH-29 from km 88.000 (design Chainage 84.160) to km 148.000 (design Chainage 149.540) [Package-III from Village Birnon to Village Amilla} in the state of Uttar Pradesh under NHDP Phase-IV (ii) 4-laning of Varanasi Gorakhpur section of NH-29 from km 148.000 (design Chainage 149.540) to km 208.300 {Package-IV from Village Amilla to Gorakhpur} in the state of Uttar Pradesh under NHDP Phase-IV on EPC basis- Replacement of Team Leader cum Senior Highway Engineer, Reg

Ref.: (i) RO UP(East) letter no. 12308 dt. 28.01.2021

Sir,

Please refer to your letter dated 28.01.2021 on the above cited subject matter.

In this regard, the Competent Authority has approved to engage Sh. Sivraj as Team Leader cum Highway Engineer as a 1st replacement as per your recommendation vide above cited letter with reduced remuneration of Rs. 2,42,060/- (Rupees Two Lakh Forty Two Thousand Sixty Only) per month as per clause 4.5 of GCC of Contract Agreement.

Sh. Sivraj proposed Team Leader may be interacted with RO-UP(East), NHAI at Varanasi before deployment and mobilized only on satisfactory interaction.

Yours faithfully,

(Harish Sharma) GM (Tech)UP-East

Copy to:

i) Project Director, PlU- Gorakhpur, NHAI- for information & take necessary action

ii) M/s Theme Engineering Services (TES)



TECHNICAL PROPOSAL



Consultancy services for Authority's Engineer for Supervision of Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka-Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design Km 96+400 to Km 113+830) in the state of Assam on EPC mode

CERTIFICATION BY THE CANDIDATE:

I, the undersigned, Shivraj, Feedback Infra Private Limited, 10th Floor, Tower-C, Building No. 10, DLF Cyber City Phase-II, Gurgaon-122002, Haryana undertake that this CV correctly describes myself, my qualifications and my experience and Employer would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by NHIDCL or any other central/stage government organization nor left any assignment with the consultants engaged by Employer/contracting firm (Feedback Infra Private Limited) for any continuing work of Employer without completing my assignment. I will be available for the entire duration of the current project "Consultancy services for Authority's Engineer for Supervision of Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka-Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design Km 96+400 to Km 113+830) in the state of Assam on EPC mode". If I leave this assignment in the middle of the work, Employer would be at liberty to debar me from taking any assignment in any of the Employer works for an appropriate period of time to be decided by the Employer. I have no objection if my services are extended by the Employer for this work in future.

I further undertake that my CV is being proposed for this project by **M/s Feedback Infra Private Limited** (the applicant firm) and I have not given consent to any other consultant(s) to propose my CV for any position for this project.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in Employer projects during the period of assignment of this project and Employer shall consider my CV invalid till such time.

I undertake that I have no objection in uploading/hosting of my credentials by Employer in public domain.

For Key Personnel having intermittent inputs, add the following:

I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not effect the work of the current assignment.

Name of Assignment	Client	Date of	Likely start	Likely end	Total input of the person
		LOA	(Month / Year)	(Month / Year)	(man-months)
		Available	e for this assignmer	nt	

CERTIFICATION BY THE FIRM

The undersigned on behalf of **M/s Feedback Infra Private Limited** (name of consulting firm) certify that the qualification and experience details of **Shri Shivraj**, 10th **Floor**, **Tower C**, **Building No. 10**, **DLF Cyber City Phase-II**, **Gurgaon-122002**, to the best of our knowledge has neither been debarred by NHIDCL or any other Central/State Government organization nor left his assignment with any other consulting firm engaged by the Employer /Contracting firm (**M/s Feedback Infra Private Limited**) for the ongoing projects. We understand that if the information about leaving the past assignment is known to the Employer, Employer would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by the Employer.

Date: 24/08/2021
[Signature of authorised representative of the Firm] Date: 0Day/Month/Year)

Consultancy services for Authority's Engineer for Supervision of:

Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka - Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design KM 96+400 to Km 113+830) in the state of Assam on EPC mode

Team Leader Cum Senior Highway Engineer (Original Candidate Score -86)

Mr. Shivraj

D.O.B - 07/08/1972

			Details of self evaluation with Page	Marks self
Sr No.	Description	Max. Points	reference of each certificate from Technical Proposal	assessed by he bidder
1	General Qualification	25		21
	I) Graduate in Civil Engineering	21	B E (Civil)	21
	II) Post Graduation in Management/ Construction/ Transportation/Highway Engineering /Structural Engineering or equivalent specialised stream of civil engineering	4		0
2	Adequacy for the Project	70		68
a)	Professional Experience in Highway Projects:			
i)	Total Professional Experience in handling Highway projects < 12 years -0 12 years -8 Add 1 marks extra for each additional year of experience subject to maximum 2 (two) marks.	10	More than 22 Years P1 to P20	10
ii)	Experience as Team Leader or similar capacity in Highway Development Projects (similar configuration (2/4/6 laning**) and above) < 5 years -0 5 years -11 Add 1 marks extra for each additional year of experience subject to maximum 4 (four) marks.	15	More than 15 Years P-3 to P-20	15
iii)	Experience as Team Leader or similar capacity in Highway Development projects (of length 40% of project length or more of similar configuration (2/4/6 laning**) and above) on EPC 1 projects -4 marks add 1 mark extra for additional projects subject to maximum 1 (one) marks	5	04 Nos. Projects P 18, 15, 12, 9	5
b)	Experience as Team Leader or similar capacity of project Preparation including design of major highway Project (of length 40% of project length or more of similar configuration (2/4/6 laning**) and above). < 2 projects -0 2 Projects -11 Add 2 mark for each additional project subject to maximum 4 marks.	15	03 Nos. Projects P 5, 6, 12	13
c)	Experience in position of Team Leader/Project Manager or similar capacity in Construction Supervision/IC involving length 40% of project length or more of similar configuration (2/4/6** laning) and above < 2 projects - 0 2 Projects - 16 Add 2 marks extra for each additional project subject to maximum 4 (four) marks	20	09 Nos. Projects P4, 7, 9, 11, 14, 15, 17, 19, 20	20
d)	Experience as Team Leader or similar capacity in Operation and Maintenance of Major Highway (of length 40% of project length or more of similar configuration (2/4/6 laning**) and above). 1 project - 4 marks Add 1 mark extra for each additional project subject to maximum 1 (one) marks	5	05 Nos. Projects P3, 10, 13, 16, 18	5
3	Employment with the Firm	5		0
	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks			
	Total	100		89

TECHNICAL PROPOSAL



Consultancy services for Authority's Engineer for Supervision of Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka-Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design Km 96+400 to Km 113+830) in the state of Assam on EPC mode

PROPOSED POSITION : Senior Quality cum Material Expert

NAME OF FIRM : Feedback Infra Private Limited

NAME OF STAFF : Maithili Sharan
PROFESSION : Civil Engineering

DATE OF BIRTH : 01/11/1969

YEARS WITH FIRM/ENTITY: Available for this Assignment NATIONALITY: Indian

MEMBERSHIP OF

PROFESSIONAL SOCIETIES: Nil

DETAILED TASK ASSIGNED: Please refer Appendix -B5

Please find attach printout of CV along with all the relevant details uploaded on INFRACON portal



VIEW CONSULTANT DETAILS Registration Date: 23/03/2018 Last Modified Basic Details on: 15/06/2021 Last Accepted Details on: 15/06/2021 **BASIC DETAILS** Aadhar Verified on Jun 3 2021 10:01PM **Aadhar Number** Photo Name MAITHILI SHARAN DOB 01/11/1969 **Mother Name** Mrs. Sharan **Father Name** Mr. Brajesh Sharan Email erm.sharan5@gmail.com Country India **Current State** BIHAR **Current District** Jehanabad **Current Address** Ghoshi, Post- Ghoshi, PS- Ghoshi, Dist- Jehanabad, PIN-804406, State- Bihar Current Pin Code / Zip Code 804406 **Permanent State** BIHAR **Permanent District** Jehanabad **Permanent Address** Ghoshi, Post- Ghoshi, PS- Ghoshi, Dist- Jehanabad, PIN-804406, State- Bihar Permanent Pin Code / Zip Code 804406 **PAN Number** AXOPS7341H View Uploaded File ||Supporting Document **Passport Number** BR2520130018633 View Uploaded File || Supporting Document Mobile 6201447953 0 **Alternate Mobile Landline Number** 6201447953 **UAN Number ID Proof** Download File || Supporting Documents **Knowledge of Modern Computer** No **Based Method of Surveying**

QUALIFICATION DETAILS											
Level	Qualification Level	Topic of the Subject/Specialization	College	University/Board	Year Of Passing	Percentage	Certificate Details	Certificate Uploaded	Supporting Documents		
Graduate/Degree	BE/B.Tech /B.Sc. (Engineering)/ AMIE in CIVIL Engineering or equivalent		Magadh Engineering College	Magadh University	1991			Download File	View		

COMPANIES DETAILS									
Company Name		From Year	To Year	Supporting Documents					
IRCON International		01/07/1992	30/06/1995	View					
M/s. Verma Construction Co.		01/07/1995	31/01/1998	View					
Ideal Road Builders Limited	JA23	01/02/1998	31/12/2001	View					
	Company Name IRCON International M/s. Verma Construction Co.	Company Name IRCON International M/s. Verma Construction Co.	Company NameFrom YearIRCON International01/07/1992M/s. Verma Construction Co.01/07/1995	Company Name From Year To Year IRCON International 01/07/1992 30/06/1995 M/s. Verma Construction Co. 01/07/1995 31/01/1998					

4	Agroh Infrastructure Developers Private Limited	31/01/2002	31/10/2003	View
5	Sumber Mitra Jaya	01/11/2003	31/07/2007	View
6	KMC CONSTRUCTIONS LIMITED	01/08/2007	14/08/2009	View
7	Backbone Enterprises Ltd	17/08/2009	31/05/2011	View
8	Era Infra Engineering Ltd.	01/06/2011	31/08/2014	View
9	Galfar Engineering & Contracting (India) Pvt. Ltd.	01/09/2014	31/01/2017	View
10	R P Infra Venture Delhi	01/02/2017	20/10/2018	View
11	Marc Technocrats Pvt Ltd	23/10/2018		View

DET	AILED WORK DETA	ILS							
Sno	Work Name	Client	Designation	Project Cost (Cr)	Start Date	Completion Date	Country	Details	Supporting Documents
1	Construction Supervision of 4- lane of Delhi â€" Mathura NH_2 Road Project. The project executed under FIDIC Conditions of Contract (Funded by ADB)	PWD Haryana	Assistant Engineer	69.00	01/07/1992	30/06/1995	India	View	View
2	Maintenance of National Highway Road from Farah to Agra of NH-2 in the state of Uttar Pradesh	PWD Uttar Pradesh	Site Engineer	75.00	01/07/1995	31/01/1998	India	View	View
3	Construction and Upgradation of 4 lane bypass from Thane to Bhiwandi on BOT basis in the state of Maharastra	Maharashtra state Road Development Corporation.	Field Engineer (Highway)	103.30	01/02/1998	31/12/2001	India	View	View
4	Construction and Upgradation of Ujjain-Jhalawad Two Laing road in length of 134 Km in Shajapur district. At in the state of Madhya Pradesh	MPRDC	Field Engineer (Highway)	65.00	01/01/2002	31/10/2003	India	View	View
5	Construction and upgradation of two Laning from Nagapattinam to Kattumavadi & new bypass roads to Nagapattinam, Thiruthuraipoondi and Muthupet in Chennai	PWD TAMIL NADU	Material Engineer	273.00	01/11/2003	31/07/2007	India	View	View
6	Widening & Strengthening for 4-Laning of NH-76 from Anta to Gadawali (From Km. 300.00 to Km. 356.500),	NHAI	Material Engineer	350.00	01/08/2007	14/08/2009	India	View	View
7	Development of Lebad-Nagda station on SH 31 to 4- lane section in the state of Madhya Pradesh on BOT bases, from km 00/000 to 25/000, using innovative/non traditional technology.	MPRDC	Material Engineer	130.00	17/08/2009	31/05/2011	India	View	View
8	Design and Construction of 4	NHAI	Material Engineer	586.00	01/06/2011	31/08/2014	India	View	View

		1141 10 1001	i, iviii iloti y oi i	toda mane	port a corioa	itarit_riigriway	0, 0010111		idid
	Laning on Haridwar âc"Dehradun section from Km -211.000 to Km 218.200 of NH 58 and and Km 165.000 to Km 196.825 of NH-72 in the state of Uttarakhand under NHDP Phase 3 as BOT (annuity) on DBFOT basis. using innovative/non traditional technology.								
9	Construction of 4- laning of Muzaffarnagar to Haridwar from km 131 to 211 of NH- 58 in the state of UP & Uttrakhand under NHDP Phase -3 as BOT (Toll), using innovative/non traditional technology.	NHAI	Material Engineer	1,650.00	01/06/2011	31/08/2014	India	View	View
10	Design, Engineering, Finance, Construction, Operation and Maintenance of Ghaziabad-Aligarh Section of NH-91 from Km.140.200 to km 149.000 in the State of Uttar Pradesh Under NHDP Phase III on Design, Build, Finance, Operate and Transfer (the DBFOT) basis.	NHAI	Project Manager	201.00	01/09/2014	31/01/2017	India	View	View
11	Construction and Upgradation of four laning of Mathura - Deeg (Goverdhan) road in the state of Uttar Pradesh.	PWD Uttar Pradesh	Senior Material Engineer	200.00	01/02/2017	20/10/2018	India	View	View
12	Consultancy Services for Authority's Engineer for UP- Gradation to Two Lane with Paved Shoulders Configuration for the Section (i) Patgaon ' Khopoli Section-I [Design Ch. Km 48+783 to 69+508] and Section (ii) Patgaon ' Khopoli Section-II [Design Ch. Km 69+508 to 91+139] of NH- 548A (Part Shahapur- Murbad-Karjat- Khopoli) in the State of Maharashtra on EPC Mode	MSRDC	Material Engineer	264.35	23/10/2018		India	View	View





INDIAN DRIVING LICENCE

GOVERNMENT OF BIHAR

DL: BR-2520130018633

FORM-7



Name : MAITHILI SHARAN

S/W/D of : LATE BRAJESH SHARMA

Address : AT&PO&PS

GHOSHI.JEHANABAD

Valid Till (Transport) Valid Till (Non-Transport) 31-10-2019

DOB : 01-11-1969 BG A-

Badge No:

*Authorisation to drive the following vehicle class throughout India. Signature of Holder

Type of Vehicles: LMV NT MCWG Only

Sign. of Licencing Authority DTO - JEHANABAD

Issued on: 26-08-2013

US-

आयकर विभाग

INCOME TAX DEPARTMENT MAITHILI SHARAN

01/11/1969

Permanent Account Number

BRAJESH SHARAN

AXOPS7341H

Signature



भारत सरकार GOVT. OF INDIA





1463

MAGADH UNIVERSITY, BODH-GAYA. Decod 2 cody of CASSAR Boll C949 No. 169 Begd No. 49.873 19.87 At U.S. Engineering Part IV CIVIL (4 year DegreeCourse) Examination

Decal 2 max 1552

The following are the MARKS obtained by. Sh-1991 50% of Full | 50% of Full Serlionah Written Paper marks of marks of B.Sc. Eags. sute marks RIMARKS B.Sc.Engg. Minimum Marks Contract Specification Oughties & Accounts Hydraulies Elective Cencrete Part II Strecteral Part I Part III required for t-Desige II Advanced foun-600 marks 600 marks 1200 marks is: Chas with Aggregate of Papers and Se Distinction 70 percent-1520 Is: Class - 60 56% Fell 50% Ful! Tetal mark percent -- 21cd ILATES. obtained Ind Class be ow obtained olis.nei M. pr. cent-1550 31 32 | 33 | 34 35 36 37 38 40 23 | 24 25 26 27 | 1:8 | 29 41 ¥ 43 45 22 19 800 50 50 50 50 100 100 50 001 70 30 100 70 30 109 1200 690 6:0 1200 3600 70 100 70 30 100 70 30 100 ist & Caps 70 30 100 70 30 100 70 30 100 " Foll Marks 30 30 30 30 60 60 30 240 with Ding 35 25 35 | 25 520 1560 | 25 35 35 35 | 25 Pass Marks The House 2900 64 977 481 ninikens Marks Obtgined cally by the Candidate

Rs. 10/-

Assistantin-charge.

Section Officer.

Controller J 10 winitiation!

A STATE OF THE STA

This is to certify that Mailfili Tharm Magadh Engineering College Gaya, who passed the Examination for the degree of Bachelor of Science (Engg.) held in the month of September 1991 and was placed in the Fixed class with Distinction in Civil Engineering was this day admitted to the degree.

Magadh University, Bodh-Gaya. 27 November 1991

SELF CERTIFICATION

This is to certify that the undersigned has worked as **Assistant Engineer**, For M/s. IRCON International. from July 1992 to June 1995.

for the following project:-

: Construction of four lane of Delhi to Mathura NH-2 road project the execute in the state of Haryana.

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M/S VERMA CONSTRUCTION COMPANY

Date: 21/02/1998

TO WHOM IT MAY CONCERN

This is to certify that Mr. Maithili Sharan had worked with us as Site Engineer on our project Maintenance of National Highway road from Farah to Agra of NH-2 in the state of Uttar Pradesh from July 1995 to January 1998 acon Infracon Infraco Werwish him all the success for his careeracon Infracon racon Infracon Infracon Infracon Infracon Infracon Infracon I fracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Ylouʁc͡sːsɪncerelylnfracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon For verma Construction Company Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon

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Date: 11/01/2002

TO WHOM IT MAY CONCERN

This is to certify that Mr. Maithili Sharan had worked with us as Field Engineer Highway on our project Construction and Upgradation of 4 lane by pass from Thane to Bhiwandi on BOT basis in the state of Maharastra from February 1998 to December 2001 acon Infracon Inf acon Infracon acowerfound him very sincere and dedicated to assign task fracon Infracon Infracon Infracon racon Infracon Infrac iracon infracon infra Infracon Inf

acon Infracon Infracon



Agroh Infrastructure Developers Pvt. Ltd.

Date: 21/11/2003

TO WHOM IT MAY CONCERN

This is to certify that Mr. Maithili Sharan had worked with us as Field

InfraceEngineerInfHighwayconIroucprojectoConstructioncandfUpgradationIofaUjjainaconInfracon Ihalawad Two Laing road in length of 134 Km in Shajapur district, in the state of Madhya Pradesh from January 2002 to October 2003 acon Infracon iracon Infracon racoWerwish him success and good luckefor his future acon Infracon Infracon Infracon Infracon racon Infracon Infrac acon Infracon acon Infracon iracon Infracon Infracor nfracoYour's sincerely, Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon racon Infracon Infrac racon intracon intracon intracon intracon intracon infracon infrac nfracon Infracon Infracon Infracon Infracon Infracon Infracon acSnaHighwayaEngineer Infracon Infracon Infracon Infracon Infracon Infracon Infracon I fracon Infracon acon Infracon Infrac acon Infracon I acon Infracon Inf Infracon Inf acon Infracon racon Infracon acon Infracon racon Infracon acon Infracon racon Infracon I acon Infracon acon Infracon acon Infracon racon Infracon acon Infracon acon Infracon racon Infracon I iracon Infracon I fracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infrach-209, arcade Silver, Palasia, L New, Indore, Madhya Pradesh 452002 Infracon Infracon Infracon I

SELF CERTIFICATION

This is to certify that the undersigned has worked as **Material Engineer**, For **M/s**. **Sumber Mitra Java. from November 2003** to **July 2007**.

for the following project:-

:Construction of two Laning from Nagapattinam to Kattumavadi & new bypass roads to Nagapattinam, Thiruthuraipoondi and Muthupet in Chennai.

fracon Infracon Infra acosigniature infracon nfracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon racc**MaithilirSharan**n Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon nfracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon acon Infracon acon Infracon racon Infracon iracon Infracon In iracon Infracon iracon Infracon nfracon Infracon racon Infracon In racon Infracon nfracon Infracon Infr nfracon Infracon Ir Infracon Inf fracon Infracon Ir racon Infracon racon Infracon racon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon racon Infracon nfracon Infracon Infr Infracon Inf Infracon Ir iracon Infracon racon Infracon racon Infracon Ir Infracon In racon Infracon racon Infracon acon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon nfracon Infracon Infr racon Infracon Infrac nfracon Infracon Ir Infracon In on Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infr Infracon Infracon Infracon Infracon Infracon Infr on Infracon In Infracon I Infracon Inf con Infracon I acon Infracon I

Infracon In





Date: 11/09/2009

TO WHOM IT MAY CONCERN

This is to certify that Mr. Maithili Sharan had worked with us as Material

Engineer on our project Widening & Strengthening for 4-Laning of NH-76 from Anta to Gadawali from August 2007 to August 2009. Infracon Infraco acon Infracon Infrac acon Infracon Infrac acon Infracon Infracover wish him all the success for his career acon Infracon Infracon Infracon Infracon Infracon Infracon nfracon Infracon Infr Infracon Inf nfracon Infracon racon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon fracon Infracon fracon Ouras SINCERELY, Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon nfrac**o o la fracció de la construcció de la fact**e infracon infra Infracon In Infracon I Infracon Inf nfrac Srin Manaber of Riracon Infracon racon Infracon nfracon Infracon Ir Infracon Ir Infracon I racon Infracon Infrac nfracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon racon Infracon Ir Infracon Inf Infracon Ir racon Infracon Infrac nfracon Infracon Infr nfracon Infracon Inf Infracon Infracon Infracon Infracon Infra n Infracon Infracon Infracon Infracon Ir Infracon Infracon Infracon Infracon Infra Infracon Inf Infracon Inf con Infracon In

Infracon Inf



BACKBONE ENTERPRISES LTD.

Construction, Infrastructure & Development Company
A-249 Minal Residency, J.K. Road, Bhopal-462023, E-mail: backbonebhopa@rediffmail.com
Phone: 0755-4261948, Fax: 0755-4228175

Date: 22/06/2011

TO WHOM IT MAY CONCERN

This is to certify that Mr. Maithili Sharan has worked with us as Material

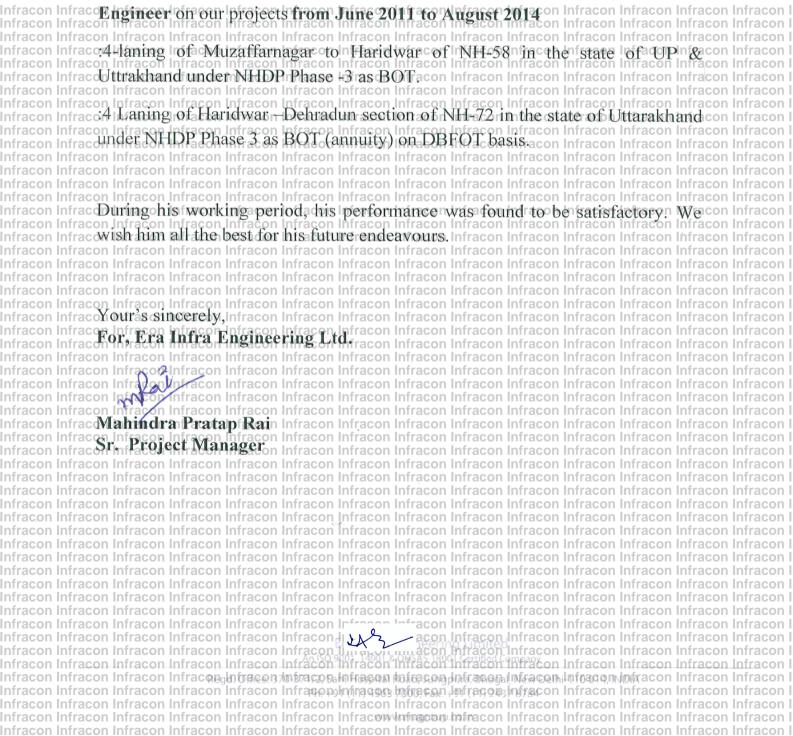
Engineer on our project Development of Lebad-Nagda station on SH 31 to 4lane section in the state of Madhya Pradesh on BOT bases from August 2009 During his working period, his performance was found to be satisfactory. wish him all the best for his future endeavours. con Infracon ac**ForgrBackbonerEnterprises btd**ufracon Infracon Infracon Infracon Infracon Infracon Infracon Infrac Infracon Infracon Infracon acon Infracon Infracon Infracon Infracon Infracon acon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon



Date: 12/09/2014

TO WHOM IT MAY CONCERN

This is to certify that Mr. Maithili Sharan has worked with us as Material



Date: 22/02/2017

Downloaded By bd

TO WHOM IT MAY CONCERN

This is to certify that Mr. Maithili Sharan has worked with us as Senior Managen (Highway) n lonacoum rproject ra Design, co Engineering, co Finance, Construction, Operation fand, Maintenance of Ghaziabad-Aligarh vina the State of Uttar Pradesh Under NHDP Phase III on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis from September 2014 to His behaviour during his service was found to be satisfactory. We wish good luck for his career ahead. acon Infracon Infraco For, Galfar Engineering & Contracting (India) Pvt. Ltd. Infracon Infracon Infracon Infracon Infracon Ir Infracon Infracon Infracon Infracon VijayaKumarcGanjucon Infracon Infracon Infracon Infracon Corporate Office: 16th Floor, Tower-A, Building No. 5(Cyber Terrace), DLF Cyber City, Gurgaon - 122002(HR)

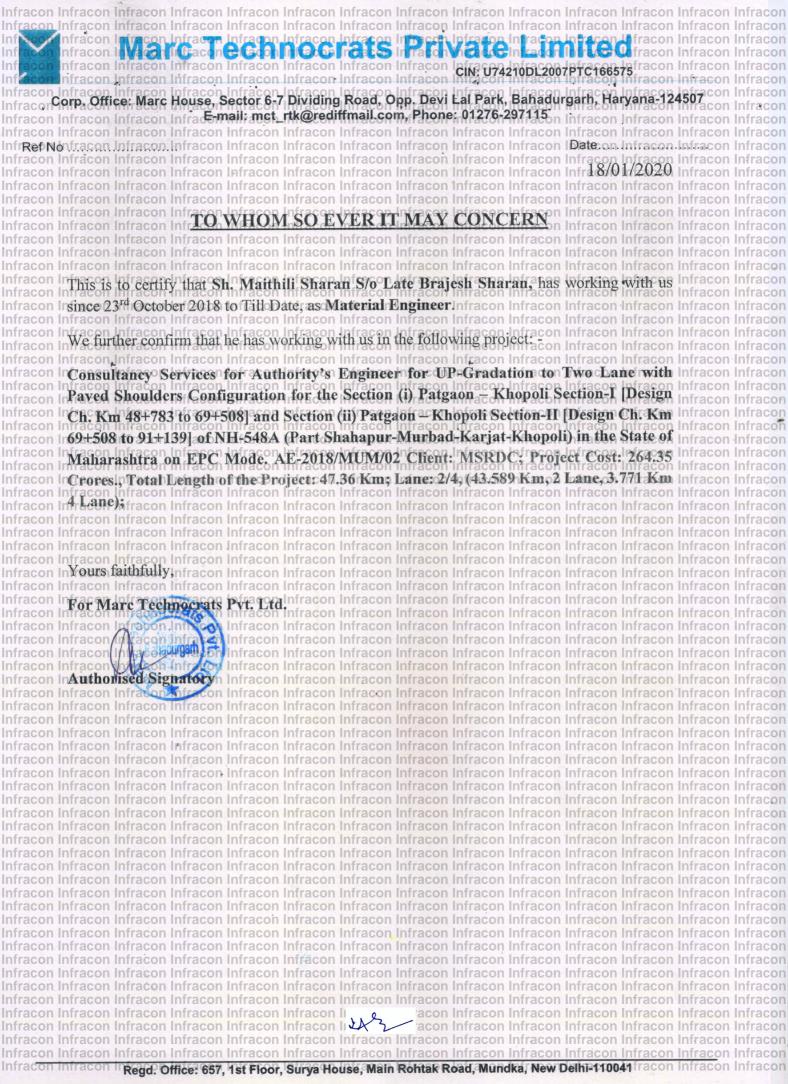
Undertaking

Name of Project: Construction and Upgradation of four laning of Mathura - Deeg (Goverdhan) road in the state of Uttar Pradesh

- I, Maithili Sharan worked as Senior Material Engineer for the above from Feb 2017 to Till date and I hereby undertake that
- I have my self-uploaded information on INFRACON Portal and the information is true to the best of my knowledge and belief.

Infracon 2) I shall not have any objective to my debarment in case the uploaded information is acon Infra**found misrepresented Anflated** con Infracon Infracon Infracon Infracon Infracon Infracon Infrac acon Infracon nfracon Infracon I Infracon racon Infracon Infrac acon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Infracon Ir acon Intracon Infracon acon Infracon racon Infracon racon Infracon racon Infracon Inf Infracon Inf Infracon In Infracon nfracon Infracon In Infracon Inf Infracon Inf Infracon Inf Infracon Inf Infracon Inf Infracon In Infracon Inf Infracon In Infracon Inf Infracon Inf Infracon In Infracon I Infracon Inf on Infracon 1 Infracon Infracon Infracon Infracon Ir Infracon Infracon Infracon Infracon Infracon nfracon Infracon Infr nfracon Infracon Infr nfracon Infracon I Infracon In

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TECHNICAL PROPOSAL



Consultancy services for Authority's Engineer for Supervision of Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka-Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design Km 96+400 to Km 113+830) in the state of Assam on EPC mode

CERTIFICATION BY THE CANDIDATE:

I, the undersigned, Maithili Sharan, Feedback Infra Private Limited, 10th Floor, Tower-C, Building No. 10, DLF Cyber City Phase-II, Gurgaon-122002, Haryana undertake that this CV correctly describes myself, my qualifications and my experience and Employer would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by NHIDCL or any other central/stage government organization nor left any assignment with the consultants engaged by Employer/contracting firm (Feedback Infra Private Limited) for any continuing work of Employer without completing my assignment. I will be available for the entire duration of the current project "Consultancy services for Authority's Engineer for Supervision of Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka-Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design Km 96+400 to Km 113+830) in the state of Assam on EPC mode". If I leave this assignment in the middle of the work, Employer would be at liberty to debar me from taking any assignment in any of the Employer works for an appropriate period of time to be decided by the Employer. I have no objection if my services are extended by the Employer for this work in future.

I further undertake that my CV is being proposed for this project by **M/s Feedback Infra Private Limited** (the applicant firm) and I have not given consent to any other consultant(s) to propose my CV for any position for this project.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in Employer projects during the period of assignment of this project and Employer shall consider my CV invalid till such time.

I undertake that I have no objection in uploading/hosting of my credentials by Employer in public domain.

For Key Personnel having intermittent inputs, add the following:

I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not effect the work of the current assignment.

Name of Assignment	Client	Date of	Likely start	Likely end	Total input of the person
		LOA	(Month / Year)	(Month / Year)	(man-months)
		Available	e for this assignmer	nt	

LA STATE OF THE ST		
	Date:	24/08/2021
(Signature of Key Personnel)		(Day/Month/Year)

CERTIFICATION BY THE FIRM

The undersigned on behalf of **M/s Feedback Infra Private Limited** (name of consulting firm) certify that the qualification and experience details of **Shri Maithili Sharan**, **10**th **Floor**, **Tower C**, **Building No. 10**, **DLF Cyber City Phase-II**, **Gurgaon-122002**, to the best of our knowledge has neither been debarred by NHIDCL or any other Central/State Government organization nor left his assignment with any other consulting firm engaged by the Employer /Contracting firm (**M/s Feedback Infra Private Limited**) for the ongoing projects. We understand that if the information about leaving the past assignment is known to the Employer, Employer would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by the Employer.

[Signature of authorised representative of the Firm]	Date:	24/08/2021 (Day/Month/Ye
m intra		



Consultancy services for Authority's Engineer for Supervision of:

Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka - Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design KM 96+400 to Km 113+830) in the state of Assam on EPC mode

Sr. Quality/ Material Expert (Original Candidate Score - 91)

Mr. MAITHILI SHARAN

D.O.B - 01/11/1969

Sr No.	Description	Max. Points	Details of self evaluation with Page reference of each certificate from Technical Proposal	Marks self assessed by he bidder
1	General Qualification	25		21
II)	Graduate in Civil Engineering Post Graduation in Geotechnical Engineering/Foundation Engineering/Soil Mechanics/Rock Mechanics	4	B.Tech	21
2	Adequacy for the Project	70		70
a)	Professional Experience:			
(i)	Total Professional Experience in handling Highway/Bridge projects < 10 years -0 10 years -1 1 Add one mark extra for each additional year of experience subject to maximum 4 (four) marks.	15	More than 28 years (P- 1 to P-12)	15
(ii)	Experience in similar capacity in Construction/Construction Supervision of major Highway Projects ((similar configuration (2/4/6 laning**) and above)) < 5 years -0 5 years -19 Add 2.0 (two) marks extra for each additional year of experience subject to maximum 6 (Six) marks.	25	More than 14 years (P-5 to P-9 & P11, P12)	25
(iii)	Experience in similar capacity in handling Similar Highway projects (of length 40% of project length or more of similar configuration (2/4/6 laning**) and above) < 2 nos -0 2 nos -25 Add 2.5 marks extra for each additional project subject to maximum 5 (five) marks.	30	7 projects (P-5 to P-9 & P11, P12)	30
3	Employment with the Firm < 1 year -0 1 year -3 Add 0.5 marks for each subsequent year subject to maximum 2 marks Total	5		91

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार तीसरी मंजिल. पीटीआई बिल्डिंग, 4–संसद मार्ग, नई दिल्ली–110001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com





(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Assam/AE/Dab-Man/ /Pkg-5/195592/ \2-35

Date: 20.10.2021

To,

M/s Feedback Infra Private Limited
M/s Armenge Eng. & Management. Consultants Pvt. Ltd. (JV)
10th Floor, Building No.10C, DLF Cyber City, Phase-2,
Gurugram 122002, Haryana, India,
E-mail: bdcentral@feedbackinfra.com
armenge@armenge.com

(Kind attention: Sh. Rishi Mendiratta)

Sub: Consultancy Services for Authority's Engineer for Supervision of "Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka - Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design KM 96+400 to Km 113+830) in the state of Assam on EPC mode - Replacement of CVs of key personnel - reg.

Reference: FIPL/D/GEN/09-21/2266 dated 01.09.2021

Sir,

Please refer to your proposal submitted vide letter dated 01.09.2021 for replacement of Team Leader cum Senior Highway Engineer and Senior Quality cum Material Expert.

2. In this context, it is to inform that the Competent Authority, NHIDCL has accorded approval for replacement of the following Key personals w.r.t. RFP Cl.1.10 of section-2 without reduction in their remuneration as furnished below:

SI. no.	Designation	Name of originally proposed Key Personnel	Name of Key Personnel proposed for replacement	Remarks	
1	Team Leader cum Senior Highway Engineer	Mr. Arun Kumar Sharma	Mr.Shivraj	Replacement reduction in remuneration	without the
5.	Senior Quality cum Material Expert	Mr. Om Prakash Gupta	Mr. Maithill Sharan	Replacement reduction in remuneration	without the

- 3. It is therefore requested to mobilize the selected team and to report to RO-Guwahati for commencement of the services of the Authority's Engineer at the earliest. It is further requested to sign the contract Agreement in compliance to RFP, Cl. 8 of Section-2.
- 4. This is issued with the approval of the Competent Authority.

(K.C Bhatt)

Copy to:

- (i) ED(P),-RO-Guwahati for kind information and further needful please.
- (ii) GM(P)-Diphu, Assam for kind information and further needful please.
- (iii) GM(IT), NHIDCL, HQ: Requested to block and debar the CVs of the Key Personnel for a period of 2 (Two) years on INFRACON of those Key Personals who have been selected and have given undertaking but have refused for reporting to project

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार तीसरी मंजिल, पीटीआई बिल्डिंग, 4–संसद मार्ग, नई दिल्ली–110001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com





(मारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Assam/AE/Dab-Man//Pkg-5/195592/ 246

Date: 25.10.2021

To,

M/s Feedback Infra Private Limited - M/s Armenge Eng. & Management. Consultants Pvt. Ltd. (JV)

10th Floor, Building No.10C, DLF Cyber City, Phase-2,

Gurugram 122002, Haryana, India,

E-mail: bdcentral@feedbackinfra.com

armenge@armenge.com

(Kind attention: Sh. Rishi Mendiratta)

Sub: Consultancy Services for Authority's Engineer for Supervision of "Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka - Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design KM 96+400 to Km 113+830) in the state of Assam on EPC mode - Notice to Proceed - reg.

Ref: Contract Agreement dated 21.10.2021.

Sir,

Please refer to the Contract Agreement signed on 21.10.2021 for the subject work.

2. In this regard, it is requested to mobilize the team in accordance with the Clause 2.1 and 2.3 of General Conditions of Contract. The Key Professional, Sub-Professional and Support Staff may be directed to report to RO-Guwahati. The commencement date shall be from the date of reporting at the project site.

Encl: Annexure

(K C Bhatt)

Dy. General Manager (Tech)

Copy to:

- 1. The Executive Director (P), RO Guwahati The details of key persons are annexed for information please.
- 2. The Dy. General Manager (P), PMU- Diphu for information and necessary action.

National Highways & Infrastructure Development Corp.Ltd. (Ministry of Road Transport & Highways, Government of India) 2nd Floor, Agnishanti Business Park, Opp. AGP Office, GNB Road, Ambari, Guwahati, PIN -781001, Tel: +91-361-2730546, Email:edpnhidclghy1@gmail.comoredpghy@nhidcl.com







A GOVT. OF INDIA ENTERPRISE

THROUGH e-MAIL ONLY

RO/DIP/AE/Dab-Man/Pkg-5/Corres/3/8526

Date:18.02.2022

To,

The Authorized Signatory,
M/s FEEDBACK Infra Pvt. Ltd-M/s Armenge Engg.
& Management Consultants Pvt. Ltd.
1st Floor, Tower East 77A, Sector-18,
IFFCO Road, Gurugram-122015

email: bdcentral@feedbackinfra.com & armenge@armenge.com

(Kind Attention: Mr. Rishi Mendiratta)

Sub.: Consultancy Services for Authority's Engineer for Supervision of Widening/Improvement to 4-lane with paved shoulder of Daboka-Khatkhati stretch of NH-29 of Package-5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design Km 96+400 to Km 113+830) in the state Assam on EPC Mode-"Notice for Suspension of Services"-Reg.

Sir,

The LOA for the subject Consultancy Assignment was issued to M/s FEEDBACK Infra Pvt. Ltd-M/s Armenge Engg. & Management Consultants Pvt. Ltd. (hereinafter referred as the AE) on 04.08.2021 by the National Highways & Infrastructure Development Corporation limited (hereinafter referred as 'NHIDCL' or 'Authority'); and

- 2. Thereafter the Contract Agreement was signed on 21.10.2021 between Authority and the AE; and the Commencement Date for the project was issued on 25.10.2021; and the key personnel viz. "Team Leader cum Sr. Highway Engineer (TL)" & "Senior Quality cum Material Expert(SQME)" were replaced during the negotiation stage. The actual deployment of the key personnel is not known to this office. Further, during the course of review in the month of January 2022, it was intimated that the Resident Engineer (RE) had left the site (without intimation to the PMU/RO). At present there is no Key Personnel mobilized at site.
- 3. Whereas, the firm vide its letters dated 27.01.2022 had again conveyed that the candidates for the position of TL & SQME are not available for the assignment and accordingly, replacement for both these positions were requested. It is noteworthy to state that the Consultancy Assignment has three key personnel with continuous inputs: TL, RE & SQME, none of which are present at site, even after a lapse of more than 3 months from the date of commencement.
- 4. Whereas, the Appointed Date of the project was declared on 12.07.2021 and the EPC Contractor work in the available land. In absence of the Key Personnel, it is understood that none of the obligations of the AE, as stipulated in the "Terms of Reference" of the CA are being discharged by the AE, which eventually is a breach of contract. Further, nonavailability of key personnel proposed by the firm also indicate the firm's incapacity to discharge committed services to the Authority. As per the provisions of Clause 4.5.2 of the GCC, replacement of the TL is normally not considered. Requesting replacement of TL for the second time also indicated that the firm has no commitment to adhere to Good Industry Practice.

National Highways & Infrastructure Development Corp.Ltd. (Ministry of Road Transport & Highways, Government of India) 2ndFloor, Agnishanti Business Park, Opp. AGP Office, GNB Road, Ambari, Guwahati, PIN -781001, Tel: +91-361-2730546, Email:edpnhidclghy1@gmail.comoredpghy@nhidcl.com







A GOVT. OF INDIA ENTERPRISE

THROUGH e-MAIL ONLY

- 5. Therefore, on account of the above failure, this NOTICE is being served upon the AE, without prejudice, for Suspension of Services, as per Clause 2.8 of GCC of the Consultancy Services Agreement. The AE is also allowed a time of 10 Days to cure its defaults, failing which the Authority shall be constrained to initiate action for Termination of the Services, as per Clause 2.9 of GCC of the Consultancy Services Agreement.
- 6. This issues with the approval of ED(P)-RO Guwahati

Yours Faithfully,

(Binayak Kumar)

Dy. General Manager (P)

Copy for kind information to:

- 1. PS to Director (Tech.), HQ, NHIDCL
- 2. ED-V, HQ, NHIDCL
- GM(P), PMU Diphu
- 4. DGM(T):KCB, Assam Division, HQ, NHIDCL.

1648088/2022/Assam-1

Feedback Infra Private Limited

Date: 28-02-2022

(Formerly known as Feedback Infrastructure Services Private Limited)

Feedback Highways IndVe
Bakolia Sikari Pathar

Email: inquires@feedbackinfra.com

FEEDBACK INFRA Waking Infrastructure Happen

In associate with

ARMENGE Engineering and Management Consultants Pvt Ltd.

FIPL/NH-36/AE/Dbk-kkt(Pkg-5)/2021/013

Deputy General Manager (P)
RO-Guwahati
National Highways and Infrastructure Development Corporation Ltd
Assam

Sub: Authority's Engineer for Supervision of Widening / Improvement to 4 (Four) Lane with Paved Shoulder of Dhaboka — Khatkhati stretch of NH-29 of Package 5 starting from near Ganpath Gaur Gaon at Km. 95+400 to Kwaram Taro village at Km. 113+330 (Design Km. 96+400 to Km. 113+830) in the state of Assam on EPC Mode — Reply to Notice for Suspension of Services — Reg.

Ref: 1) NHIDCL letter No. RO/DIP/AE/Dab-Man/Pkg-5/Corres/3/8526 dated 18-02-2022

- 2) FIPL letter No. FIPL/HW/01-22/2368 dated 27-01-2022
- 3) FIPL letter No. FIPL/HW/01-22/2363 dated 27-01-2022
- 4) NHIDCL letter No. NHIDCL/Assam/AE/Dab-Man/Pkg-5/195592/1235 dated 20-10-2021

Dear Sir,

This reply is being issued with reference to letter cited u/r (1) above vide which AE has been served a notice for Suspension of Services in the subject project. In this context, our reply is as under:

1. As per the Contract of the Consultant, there are five Key personnel, Team Leader cum Senior Highway Engineer (TL), Resident cum Highway Engineer (RE), Senior Pavement Specialist (SPS), Senior Quality cum Material Expert (SQME) and Road Safety Expert (RSE). Out of these, TL, RE and SQME are full time professionals, and the other two positions are with intermittent inputs.

It is brought to your notice that we had submitted the CV's of Mr. Shivraj and Mr. Maithili Sharan for TL & SQME respectively as replacement and the same was approved by NHIDCL vide their letter u/r (4) without deduction as per Cl. 1.10 of RFP. Please note both had given consent for joining but later did not join despite confirmation in writing. Mr. Ramasubbaraju was the proposed RE and Mr. Krishna Chandra and Mr. Venkata Ramana Murthy are the proposed SPS and RSE.

However, when we received the LoA from NHIDCL on 04-08-2021, and began mobilisation at the Project, Mr. Shivaraj, the proposed TL, started demanding higher salary than agreed. After some negotiation, he agreed for a revised rate, which was almost equal to our billing rate in the Project. To avoid more replacements, and in the interest of the work, FIPL agreed for that too, despite making no profits against this position. However, the proposed TL again backtracked, and did not join the project. All the related correspondences with the proposed TL are enclosed as **Annexure-A**. <u>FIPL has already recommended action against TL vide our letter cited u/r (2).</u>

SQME, Mr. Maithili Sharan also did not join citing various reasons and despite continuous follow ups and giving various dates, did not finally join. Various mails exchanged with him are attached as **Annexure-B**.

Registered Office: Feedback Infra Private Limited. 311, 3rd Floor, Vardhman Plaza, Pocket 7, Plot No. 6, Sector 12, Dwarka, New Delhi – 110078, – Tel: 011 2803 5884 CIN: U74899DL1990PTC040630



1648088/2022/Assam-1

Feedback Infra Private Limited

(Formerly known as Feedback Infrastructure Services Private Limited)

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Making Infrastructure Happen
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FEEDBACK INFRA

Email: inquires@feedbackinfra.com

RE, Mr. Ramasubbaraju joined the project from 17th November 2021. However, he soon got infected with Covid-19 and during treatment of the same, he developed further health complications. He is yet to join back. Mails from Mr. Ramasubbaraju is enclosed as **Annexure-C**.

The above-mentioned circumstances and enclosures clearly depict that FIPL has been performing its obligations as per the Contract and has appointed the Key Personnel within the timeframe as per the Contract. However, due to denial from the said Personnel from joining despite confirmations in this regard, we have been left with no option but to look for replacement of the said personnel. FIPL diligently found new resources with equal or better qualifications as replacement for the said Personnel and issued letters to NHIDCL in this regard as well.

- 2. As already mentioned that due to the above reasons, which are beyond the control of the Consultant, FIPL had no other option but to submit CVs for replacement of the TL and SQME vide its letter nos. 2368 dated 27-01-2022 and 2363 dated 27-01-2022 respectively. However, the approval is still waited for the said replacements from your side. Further, FIPL is still trying to get back RE to the site.
- 3. It maybe noted that FIPL had made all possible attempts and even was ready to forego the profits against TL position to ensure his mobilisation at site. However, the candidate backtracked on his confirmation, thereby wasting valuable time, and affecting our mobilisation at site.
- 4. It is also brought to your kind notice that during the period between December 2021 and January 2022, the infrastructure industry was affected across the country and could not identify or mobilise staff due to the spread of new Covid-19 variant- Omicron as 3rd wave in the country, due to which many potential candidates sought for jobs near their hometown or were ready to wait till the pandemic subsided in its entirety. This Force Majeure Event has a profound impact on the business industry and underlying contractual relationships. The widespread economic disruptions have been caused, because of the measures taken to control the viral outbreak including many Government advisories. It is pertinent to mention here that the Central Government vide the Office Memorandum No. F.18/4/2020-PPD has clarified that the COVID-19 can be treated as a natural calamity and hence it will be covered under Force Majeure (i.e., extraordinary events or circumstances beyond human control), wherever considered appropriate.

In view of nationwide spread of COVID-19, we request you to kindly consider this as extraordinary situation and approve the replacement of key personnel due to compelling circumstances.

Further, although Cl. 4.5 of GCC mentions that replacement of TL will not be normally considered, but it is requested that NHIDCL may consider this as compelling circumstances which are beyond the control of the Consultant and approve the replacement of key personnel as requested vide our letters dated 27-01-2022.

5. It is pertinent to note that FIPL has been constantly performing its part of obligations for the advancement of work under the Project ever since mobilization and has set up its Office at site and the office staff has also been mobilised. Further, the CVs of Assistant Quality Material Engineer and Survey Engineer have been submitted for approval by FIPL on 27-12-2021 and 22-12-2021

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1648088/2022/Assam-1

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respectively. FIPL has also mobilised the sub professionals, Quantity Surveyor and Assistant Bridge Engineer on 21-02-2022 and 22-02-2022 respectively. Further, the Pavement Specialist and Road Safety Expert are mobilised and have visited the site. Thus, all other work is sorted except for the replacement of the said key personnel which is pending for approval at your part.

Finally, we would like to submit that as per Clause 2.8 of GCC, the time period for cure of the alleged defaults is 30 days from the receipt of notice of suspension which is wrongly put as 10 days in your letter dated 18.02.2022. However, we have already written letters for replacement of key personnel to your good office, which is a cure to the said defects, and the action is now pending at your end.

In view of the above-mentioned compelling circumstances, which are beyond the control of the Consultant, it is requested that no action may be taken against the firm including termination of contract. It is requested that the already submitted CVs maybe approved immediately so that they can be mobilised without further delay. It is further promised that necessary support would be provided by FIPL to the site team including mobilising Senior Person till TL joins in the interest of the work and FIPL further assures of providing services to the complete satisfaction of NHIDCL. Also, as requested earlier that Mr. Shivaraj (TL) and Mr. Maithili Sharan (SQME) may be barred from any future MoRTH projects for a time period deemed fit by the Authority under Cl.4.5.6 of CA.

Thanking you and looking forward to rendering our best of services all the time.

Yours Faithfully

For Feedback Infra Pvt. Ltd. in associate with ARMENGE Engineering and Management Consultants Pvt Ltd.

Abhishek Tewari Authorized Signatory

Encl: As above.

Copy to:

- 1. PS to Director (Tech.), HQ, NHIDCL
- 2. ED-V, HQ, NHIDCL
- 3. GM(P), PMU Diphu
- 4. DGM(T), Assam Division, HQ, NHIDCL.



राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार तीसरी मंजिल, पीटीआई बिल्डिंग, 4–संसद मार्ग, नई दिल्ली–110001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com

BHARATMALA ROAD TO PROSPERITY



(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Assam/AE/Dab-Man/ NH-29/Pkg-5/195592/ | 558

Date: 29.04.2022

To.

Executive Director (P)
Regional Office: Guwahati
2nd Floor, Agnishanti Business Park,
Opp. AGP Officer, GNB Road
Guwahati - 781001,
Assam

Sub: Consultancy Services for Authority's Engineer for Supervision of "Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka - Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design KM 96+400 to Km 113+830) in the state of Assam on EPC mode - Replacement of CVs of key personnel of the firm M/s Feedback Infra Private Limited & M/s Armenge Eng. & Management Consultant Pvt. Ltd. (JV) - reg.

Sir,

Please refer to your proposal submitted vide E-Office File no. 208672 for replacement of Team Leader cum Senior Highway Engineer, Senior Quality cum Material Expert and Resident Engineer cum Highway Engineer.

2. In this context, it is to inform that the Competent Authority, NHIDCL has accorded approval for replacement of the following Key personals w.r.t. RFP Cl.1.10 of section-2 with reduction in their remuneration as furnished below:

Position	Candidate	Candidate At	Candidate proposed for replacement	No. of replacements in the position	replacements	Billing	Reduced Billing Rate	Reductions as per the Contract 5%, 10%, 15%
Senior Quality cum Material Expert	Mr. Om Prakash Gupta	Maithili Sharan	Mr. Satyendra Kumar Singh	2 nd	1 st	1,60,000/-	1,52,000/-	5%
Resident cum Highway Engineer	Mr. Ramasubbaraju K	NA	Arvind Kumar Mishra	1st	2 nd	1,41,000/-	1,26,900/-	10%
Team Leader cum Sr. Highway Engineer	Mr. Arun Kumar Sharma	Mr. Shivraj	Shiv Shankar Singh	3rd	3rd	2,20,000/-	1,87,000/-	15%

- 3. The Consultant may be directed to mobilize the selected Key Personnel for the position of TL, RE and SQME immediately to the project site.
- 4. This is issued with the approval of the Competent Authority.

(K.C Bhatt)

Dy. General Manager (T)

Copy to:

i. GM (P)-Diphu, Assam -for kind information and further needful please.

ii. GM (IT), NHIDCL, HQ: Requested to block and debar the CVs of the Key Personnel for a period of 2 (Two) years on INFRACON of those Key Personals who have been selected and have given undertaking but have refused for reporting to project. - Ref. Little No. 1555, 1556 & 1657 old. 29.4.22 for informalian guid further needful are five please.

183248868823688622 GUWAHATI

National Highways & Infrastructure Development Corp.Ltd. (Ministry of Road Transport & Highways, Government of India) 2ndFloor, Agnishanti Business Park, Opp. AGP Office, GNB Road, Ambari, Guwahati, PIN -781001, Tel: +91-361-2730546, Email:edonhidclghy1@gmail.comoredpghy@nhidcl.com







A GOVT. OF INDIA ENTERPRISE

Date: 17.06.2022

THROUGH e-MAIL ONLY

RO/DIP/AE/Dab-Man/Pkg-5/CV/2/ 9357

To,

The Authorised Signatory
M/s Feedback Infra Private Limited &
M/s Armenge Eng. & Management Consultants Pvt. Ltd. (JV)
10th Floor, Building No.10, Tower C, DLF Cyber City, Phase-II
Gurugram-122002, Haryana, India

Sub: Consultancy Services for Authority's Engineer for Supervision of "Widening/Improvement to 4 (Four) Lane with Paved Shoulder of Daboka - Khatkhati stretch of NH-29 of Package 5 starting from Near Ganpath Gaur Gaon at Km 95+400 to Kwaram Taro village at Km 113+330 (Design KM 96+400 to Km 113+830) in the state of Assam on EPC mode -Mobilization of Team Leader cum Senior Highway Engineer and Resident cum Highway Engineer- Reg.

Ref: This Office letter No. RO/DIP/AE/Dab-Man/Pkg-5/CV/2/8962 dated 02.05.2022

Sir,

Please refer to this office letter dated 02.05.2022 vide which approval of replacement CVs of Team Leader cum Senior Highway Engineer, Resident cum Highway Engineer and SQME were communicated and it was directed to mobilize the above mentioned Key Personnel at the project site immediately.

- 2. In this regard this is to mention here that Appointed Date of the subject cited project was declared on 12.07.2021 and civil work is in progress. However, after lapse of more than one and half months from approval of CVs, AE could not mobilize Team Leader and Resident Engineer at the Project site. This shows complete failure of AE in fulfilling its contractual obligations. It is also noticed that AE is submitting CVs for replacement of sub professional staffs which is against the spirit of the Contract.
- 3. In view of above, Authority Engineer is hereby instructed to mobilize the Team Leader cum Senior Highway Engineer and Resident cum Highway Engineer within a week failing which termination of the Contract with Authority Engineer shall be recommended without any further notice in this regard.
- This issues with the approval of ED (P), RO- Guwahati.

Yours faithfully,

(Raj Kishor Singh) Dy. General Manager (P)

Copy for kind information to:

- ED-V, HQ, NHIDCL
- 2. GM (P), PMU- Diphu
- 3. DGM(T): KCB, Assam Division, HQ, NHIDCL

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Ministry of Road Transport & Highways, Govt. of India Project Monitoring Unit-Diphu PWD (IB), PWD Colony, Lumding Road, Diphu, Karbi Anglong, Assam- 782460 Email-nhidclsodiphu@gmail.com Mob: 03671350002



A GOVT. OF INDIA UNDERTAKING

No: NHIDCL/PMU-DIPHU/Feedback Infra/62/2020-21/ 259

Date: 07:06.2023

To

The Authorized Signatory
W/s Feedback Infra Pvt. Ltd.
In Associate Armenge Engineering and Management Consultant Pvt. Ltd.

Sub: Consultancy Services for Supervision of Widening/Improvement to 4(Four) Lane with Paved Shoulder from Km 95+400 to Km 113+330 (Design Chainage 96+400 to 113+830) of Near Ganpath Gaur Gaon to Kwaram Taro Village Section (Package 5) of NH-29 in the State of Assam under Bharatmala Pariyojana on EPC Mode: Pending Salary from Feb 2023 to May 2023- reg

Ref: i) Letter received from Navneet Singh (AQME) & Avinash Kumar (LT) and also received via mail dated 06.06.2023 (copy enclosed)

Sir,

With reference to the subject cited project, please refer to letter in ref (i) addressed to Armenge Engineering & Management Consultant with a copy to the undersigned regarding non payment of salaries from the month of February 2023 till May 2023 with respect to Mr. Navneet Singh (AQME) and Mr. Avinash Kumar (LT).

- 2. It is pertinent to mention that the Authority has noted this communication with displeasure. It has been observed that failure in payment of monthly remuneration to the concerned employees is in violation of healthy relationship between employer-employee relationships.
- 3. In view of the above, it is requested to kindly take immediate necessary action for making payment of remuneration as requested by the complainant employees and action taken report be intimated to the undersigned at the earliest.

Encl.: As above

(A K Singh) General Manager (P) NHIDCL, PMU-Diphu.

Copy to:

1. The Executive Director (P), RO-Guwahati: For information please.

Head Office: 3rdFloor, PTI Building 4-Parliament Street, New Delhi- 110001



Ministry of Road Transport & Highways, Govt. of India Project Monitoring Unit-Diphu PWD (IB), PWD Colony, Lumding Road, Diphu, Karbi Anglong, Assam- 782460 Email-nhidclsodiphu@gmail.com Mob: 03671350002



A GOVT. OF INDIA UNDERTAKING

No: NHIDCL/PMU-DIPHU/FeedbackInfra/62/2020-21/2619

Date: 21.06.2023

To

The Executive Director (P) RO-Guwahati, NHIDCL Opp. AGP Office, GNB Road Ambari, Guwahati-01

Sub: Consultancy Services for Supervision of Widening/Improvement to 4(Four) Lane with Paved Shoulder from Km 95+400 to Km 113+330 of Near Ganpath Gaur Gaon to Kwaram Taro Village Section (Package 5) of NH-29 in the State of Assam under Bharatmala Pariyojana on EPC Mode: Recommendation for Termination of Authority's Engineer 'M/s Feedback Infra Pvt Ltd.- M/s Armenge Engg. & Management Consultant Pvt. Ltd.' - reg

Ref: i) NHIDCL/Assam/AE/Dab-Man/Pkg-5/195592/1044 dated 04.08.2021

ii) NHIDCL/Assam/AE/Dab-Man/Pkg-5/195592/1246 dated 25.10.2021

iii) RO/DIP/AE/Dab-Man/Pkg-5/Gen Corrs/4/7873 dated 10.11.2021

iv) RO/DIP/AE/Dab-Man/Pkg-5/Corres/3/8526 dated 18.02.2022

v) FIPL/NH-36/AE/Dbk-kkt/(Pkg-5)/2021/013 dated 28.02.2022

vi) NHIDCL/Assam/AE/Dab-Man/NH-29/Pkg-5/195592/1558 dated 29.04.2022

vii) RO/DIP/AE/Dab-Man/Pkg-5/CV/2/8962 dated 02.05.2022

viii)NHIDCL/PMU-DIPHU/Feedback Infra/62/2021/1333 dated 02.05.2022

ix) FIPL/NH-36/AE/Dbk-kkt(Pkg-5)/2021/015 dated 21.05.2022

x) RO/DIP/AE/Dab-Man/Pkg-5/CV/2/9357 dated 17.06.2022

xi) FIPL/NH-29/AE/Dbk-kkt(Pkg-5)/2021/31 dated 22.06.2022

xii) NHIDCL/PMU-DIPHU/Feedback Infra/62/1651 dated 25.07.2022

xiii) NHIDCL/PMU-DIPHU/Feedback Infra/62/2020-21/1656 dated 27.07.2022

xiv) NHIDCL/PMU-DIPHU/Feedback Infra/62/2020-21/1762 dated 30.08.2022

xv)NHIDCL/PMU-DIPHU/Feedback Infra/62/2020-21/1782 dated 01.09.2022

xvi) NHIDCL/PMU-DIPHU/Feedback Infra/62/2020-21/1873 dated 28.09.2022

xvii) NHIDCL/PMU-DIPHU/Feedback Infra/62/2020-21/1888 dated 30.09.2022

xviii) TLO/FB/NHIDCL/Diphu/Pkg-5/2022-23/100 dated 06.10.2022

xix)NHIDCL/PMU-Diphu/Feedback Infra/62/2021/2022 dated 01.11.2022

xx) TLO/FB/NHIDCL/Diphu/Pkg-5/2022-23/181 dated 01.03.2023

xxi) RO/DIP/AE/Dab-Man/Pkg-5/CV/02/11715 dated 27.02.2023

xxii) RO/PMU-DIP/PG&CPGRMAS/2021-22/12284 dated 19.05.2023

xxiii) NHIDCL/PMU-DIPHU/D-K/SEC-5/17/2021-22/2561 dated 19.05.2023

xxiv) NHIDCL/PMU-DIPHU/Feedback Infra/62/2020-21/2592 dated 07.06.2023

Sir,

The LOA for the subject Consultancy Assignment was issued to M/s Feedback Infra Pvt. Ltd. -M/s Armenge Engg & Management Consultants Pvt. Ltd. (hereinafter referred as the AE) on 04.08.2021 by the National Highways & Infrastructure Development Corporation Limited (hereinafter referred as 'NHIDCL' or 'Authority');

Head Office: 3rd Floor, PTI Building 4-Parliament Street, New Delhi- 110001



Ministry of Road Transport & Highways, Govt. of India Project Monitoring Unit-Diphu PWD (IB), PWD Colony, Lumding Road, Diphu, Karbi Anglong, Assam- 782460 Email-nhidclsodiphu@gmail.com Mob: 03671350002



A GOVT. OF INDIA UNDERTAKING

- 2. Thereafter, the Contract Agreement was signed on 21.10.2021 between the Authority and the AE; and the commencement Date for the project was issued on 25.10.2021; and the key personnel viz. 'Team Leader cum Sr. Highway Engineer (TL)' & 'Senior Quality cum Material Expert' were replaced during the negotiation stage. The actual deployment of the key personnel i.e. Team Leader was 22.06.2022 but the individual has been absent since 18.07.2022 till date (Attendance 4.3%). The Resident Engineer has then joined the project site on 01.03.2023 but has been absent since 29.03.2023 (Attendance 4.6%). Similarly, the Senior Quality cum Material Expert joined on 21.05.2022 but has also left the project site since 01.03.2023 (Attendance 47.17%). At present there is no key personnel mobilized at site.
- Whereas, the Appointed Date of the project was declared on 12.07.2021, in absence of the key personnel, it is understood that none of the obligations of the AE, as stipulated in the 'Terms of Reference' of the CA are being discharged by the AE, which eventually is a breach of contract. Further, non availability of key personnel proposed by the firm also indicates the firm's incapacity to discharge committed services to the Authority. As per the provisions of Cl. 4.5.2 of the GCC, replacement of TL is normally not considered. Requesting replacement of TL for the second time also indicated that the firm has no commitment to observe and adhere to Good Industry Practice.
- 4. The defaults of AE are enumerated below:
- Non deployment of Team Leader at site for not more than 10% of the period since i) commencement of the subject work.

It is evident that the AE is at default by not providing the Team Leader for maximum number of days since the commencement date. The details of deployment of Team Leader are as below:

SI No	Name	Deplo	yment	No of Dave	Remarks	
	Name	From	То	- No of Days		
1	Mr. Arun Kumar Sharma	25.10.2021 (Date of commencement)			Did not join the project.	
2	Mr. Shivraj		•		1 st replacement also did not join the project.	
		Total		240 days	For 240 days, no TL was mobilized.	
3	Mr. Shiv Shankar Singh	22.06.2022	18.07.2022	26 days	Approved by HQ, NHIDCL on 29.04.2022	
4		18.07.2022	19.06.2023	336 days	For 336 days till date, the TL, Mr. Shiv Shankar Singh is absent.	

Out of 602 days, the attendance of TL is merely 26 days or 4.3% from the commencement date i.e. 25.10.2021 till date. Similarly, the attendance of the Resident Engineer is 28 days or 4.6% only. This has ultimately affected the progress of the project and has compromised with the effective monitoring of the work.

Head Office: 3rdFloor, PTI Building 4-Parliament Street, New Delhi- 110001



Ministry of Road Transport & Highways, Govt. of India Project Monitoring Unit-Diphu PWD (IB), PWD Colony, Lumding Road, Diphu, Karbi Anglong, Assam- 782460 Email-nhidclsodiphu@gmail.com Mob: 03671350002



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As of today, the staffs of the project site are tabulated below:

SI No	Name	Designation	Date of Joining	Attendance %	Remarks
1	Shiv Shankar Singh	Team Leader	22.06.2022	4.3%	Left project site from 18.07.2022
2	K. Ramasubbaraju	Resident Engineer	01.03.2023	4.6%	Left project site from 29.03.2023
3	Krishna Chandra	Senior Pavement Specialist	17.02.2022	Negligible	Left without information to PMU
4	Satyendra Kr. Singh	SQME	21.05.2022	47.17%	Left project site from 01.03.2023
5	K. Venkata Raman Murthy	Senior Road Safety Expert	07.01.2022	Negligible	Left without information to PMU from 09.01.2022
		Sub Profe	ssional Staff		
6	Jagdish	Survey Engineer	06.09.2022		Left project site from 11.12.2022
7	Madhukant Prasad Yadav	Survey Engineer	30.05.2023		Replacement of Jagdish
8	Sumit Thakur	Asst. Bridge Engg.	22.02.2022		
9	Navneet Singh	Asst. Quality Material Engg.	19.08.2022		
10	Avinash Kumar	Lab Technician	28.06.2022		f. day training
11	Prince Kumar	Quantity Surveyor	21.02.2022		Left project site from 22.06.2022
12	Kulveer Singh	Quantity Surveyor	27.03.2023		Replacement of Prince Kumar
13	Rajesh Kumar	Office Manager	16.08.2022		
14	Prachuryya Deka	Computer Operator	05.07.2022		
15	Kushal Hazarika	Office Boy	22.02.2022		

- ii) The Consultant/Authority's Engineer has breached the Contract Agreement, inter-alia, with the following defaults in terms of the Clauses of GCC & TOR of the Consultancy Services Agreement as well as the duties and responsibilities for AE enshrined in the EPC Contract:
- a) GCC Cl. 4.5(a): 'Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement of the personnel of equivalent or better qualification.' The AE has violated the following Clause as stated below:

Augo.

Head Office: 3rdFloor, PTI Building 4-Parliament Street, New Delhi- 110001



Ministry of Road Transport & Highways, Govt. of India Project Monitoring Unit-Diphu PWD (IB), PWD Colony, Lumding Road, Diphu, Karbi Anglong, Assam-782460



Email-nhidclsodiphu@gmail.com Mob: 03671350002

A GOVT. OF INDIA UNDERTAKING

- b) TOR Cl. 3.1: The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industrial Practice"
- c) TOR Cl. 4.7: The Authority's Engineer shall inspect the Construction Works and Project Highway and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant"
- d) TOR Cl. 4.9: For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purpose of this Para 4.9, the rests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORT&H (the Quality Control Manuals) or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- e) TOR Cl. 4.10: The Authority's Engineer shall test check atleast 20(twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- Also, it is evident that the firm has no intention to clear pending monthly remuneration of their staffs as no action taken report have been received in response to PMU's letter no 2592 dated 07.06.2023 cited in ref (xxiv) vide which it was requested to take action against the complainant employees of the firm.
- In view of the above, non-exhaustive fundamental breach and in view of the Consultant's persistent & sustained gross default in fulfilling contractual obligations, leading to a material adverse effect on the Project, the instant proposal to 'Terminate' the Authority's Engineer, M/s Feedback Infra Pvt Ltd- M/s Armenge Engg & Management Consultant Pvt. Ltd. of the subject assignment is recommended herewith for consideration of Competent Authority.

Encl.: As above



General Manager (P) NHIDCL, PMU-Diphu.

National Highways & Infrastructure Development Corp.Ltd. (Ministry of Road Transport & Highways, Government of India) 2ndFloor, Agnishanti Business Park, Opp. AGP Office, GNB Road, Ambari, Guwahati, PIN -781001, Tel: +91-361-2730546, Email:edpnhidclghy1@gmail.comoredpghy@nhidcl.com







A GOVT. OF INDIA ENTERPRISE

THROUGH e-MAIL ONLY

RO/DIP/AE/Dab-Man/Pkg-5/Gen Corres/4/ 1340 2

Date: 19.10.2023

To,

M/s Feedback Infra Pvt. Ltd. -

M/s Armenge Engg. & Management Consultant Pvt. Ltd. (JV)

10th Floor, Building no. 10C, DLF Cyber City, Phase-2,

Gurugram - 122002, Haryana, India

Email: bdcentral@feedbackinfra.com & armenge@armenge.com

(Kind Attention: Mr. Rishi Mendiratta)

Sub: Consultancy Services for Supervision of Widening/Improvement to 4(Four) Lane with Paved Shoulder from Km 95+400 to Km 113+330 of Near Ganpath Gaur Gaon to Kwaram Taro Village Section (Package 5) of NH-29 in the State of Assam under Bharatmala Pariyojana on EPC Mode: - **Show Cause Notice-Reg.**

Ref:

- (i) HQ, NHIDCL's letter no. 1044 dated 04.08.2022 Letter of Acceptance.
- (ii) Your office's letter No. 2266 dated 01.09.2021- For the replacement.
- (iii) HQ, NHIDCL's letter no. 1235 dated 20.10.2021 Approval for replacement.
- (iv) HQ, NHIDCL's letter no. 1246 dated 25.10.2021 Letter to Proceed to project.
- (v) This office's letter no. 8526 dated 18.02.2022 issued the Notice for Suspension.
- (vi) Your office's letter no. 013 dated 28.02.2022 submitted the reply to Notice for Suspension of services.
- (vii) HQ, NHIDCL's letter no. 1558 dated 29.04.2022 Approval for replacement.
- (viii) PMU Diphu's letter 2619 dated 21.06.2023 Absence of AE team Intimation letter to RO.
- (ix) PMU-Diphu's letter no. 2592 dated 07.06.2023 Letter AE to take action against the complaint of the employees of the firm.
- (x) This office's letter no. 9357 dated 17.06.2022 Letter to AE to explicitly mobilize the Team Leader immediately at site.

Sir,

WHEREAS, the Subject work was awarded to M/s Feedback Infra Pvt. Ltd. - M/s Armenge Engg. & Management Consultant Pvt. Ltd. vide HQ, NHIDCL letter no. 1044 dated 04.08.2023.

- 2. WHEREAS, the consultant vide letter no. 2266 dated 01.09.2021 requested for the replacement of Team Leader cum Sr. Highway Engineer & Sr. Quality cum Material Expert under Cl. 1.12 of section -2 of RFP and the same was approved by NHIDCL HQ vide letter no. 1235 dated 20.10.2021 before execution of the Contract Agreement.
- 3. WHEREAS, the Contract Agreement between NHIDCL and M/s Feedback Infra Pvt. Ltd. M/s Armenge Engg. & Management Consultant Pvt. Ltd. was signed on 21.10.2021 for the subject mentioned above. Accordingly, Notice to Proceed was issued vide NHIDCL letter no. 1246 dated 25.10.2021.

National Highways & Infrastructure Development Corp.Ltd. (Ministry of Road Transport & Highways, Government of India) 2ndFloor, Agnishanti Business Park, Opp. AGP Office, GNB Road, Ambari, Guwahati, PIN -781001, Tel: +91-361-2730546, Email:edpnhidclghy1@gmail.comoredpghy@nhidcl.com







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- 4. WHEREAS, this office's letter no. 8526 dated 18.02.2022 issued the Notice for Suspension of services under Cl. 2.8 of Consultancy Agreement on account of failure to mobilize the Key Personnel on site and firm's incapacity to discharge committed services to the Authority.
- 5. WHEREAS, the consultant vide letter no. 013 dated 28.02.2022 submitted the reply to Notice for Suspension of services citing reasons which are solely related to internal administration of the firm and its capacity to retain personnel/identify personnel who can mobilize and discharge duties at site.
- 6. WHEREAS, AE also cited COVID outbreak as a reason due to which the personnel were reluctant to mobilize at sites, away from their respective places.
- 7. WHEREAS, these replies rather excuses cannot be admitted as the bids for the Consultancy Assignment were invited during the COVID-19 pandemic and several other teams of AEs have mobilized at adjacent sites, during the same period.
- 8. WHEREAS, merely proposing candidates for further replacements, the AE has "cured" its defaults are not acceptable as per the Contract.
- 9. WHEREAS, AE had not deliberated anything as to how the ongoing Civil Work is being supervised at Site, in absence of its Key Personnel.
- 10. WHEREAS, the consultant was directed in the meeting held at HQ, NHIDCL on 29.03.2022 to submit the CV for the replacement of non-available key personnel and mobilize the team at site.
- 11. WHEREAS, approval conveyed vide HQ letter no. 1558 dated 29.04.2022 for replacement of Team Leader cum Sr. Highway Engineer, Resident cum Highway Engineer & Sr. Quality cum Material Expert. However, the consultant failed to deploy the team.
- 12. WHEREAS, the by PMU-Diphu vide letter dated 21.06.2023, the actual deployment of the Team Leader cum Sr. Highway Engineer (TL) was from 22.06.2022 but the individual has been absent since 18.07.2022 to till date and having attendance only 4.3%.
- 13. WHEREAS, the Resident Engineer joined the project site on 01.03.2023 but has been absent since 29.03.2023 having attendance 4.6% only. Similarly, the Senior Quality cum Material Expert joined on 21.05.2022 but has also left the project sited since 01.03.2023 having attendance 47.17%. At present there is no Key Personnel mobilized at site.
- 14. WHEREAS, the PMU-Diphu vide letter no. 2592 dated 07.06.2023 informed the Authority's Engineer to take action against the complaint the employees of the firm on failure of his commitments in fulfilling and providing the services to its employees at project site.

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- 15. WHEREAS, this office's letter dated 17.06.2022 had expressly conveyed to the AE that the Team Leader is to be immediately mobilized at site, failing which the Contract shall be terminated without any further notice. The AE has not shown any further improvement.
- 16. WHEREAS, the consultancy firm engaged as Authority's Engineer failed on account of non-exhaustive fundamental breach and persistent & sustained gross default in fulfilling contractual obligations, leading to a material adverse effect on the project.
- 17. WHEREAS, the consultancy form has time and again failed to remedy the failure in performance of their obligation as specified in under various clauses of the contract:
 - GCC Cl. 2.9.1 (a): "if the Consultant fail the remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing......".
 - GG Cl. 2.9.1.1: The Authority may, at its discretion, without terminating the contract and allowing the consultant to continue with the existing contract, place the consultant in the Negative List for any of the following reasons:
 - **TOR Cl. 3.1:** "The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industrial Practice".
 - TOR Cl. 5.10: "For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purpose of this Para 4.9, the rest specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORT&H (the Quality Control Manuals) or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance".
 - **TOR CI. 5.11:** "The Authority's Engineer shall test check at least 60 (Sixty) percent of the quantity or number of test prescribed for each category or type of test for quality control by the Contractor. It is to mention that this office has inadvertently mentioned the incorrect references of CA which has been corrected w.r.t. Consultancy Agreement".
- 18. WHEREAS, the Authority's Engineer has failed to perform and deliver its duties and responsibilities as Authority's Engineer in absence of Key Personnel in the project site.

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- 19. WHEREAS, the authority under Cl. 2.9.1 (f) of GCC "If the client in its sole discretion and for any reason whatsoever, decides to terminate this contract" in reference of occurrence of any of the events specified under Cl. 2.9.1 (a) to (h).
- 20. In light of the above, the authority has issued this Show Cause Notice without prejudice to rights of NHIDCL available under the relevant provisions of the Consultancy Agreement as well as under applicable laws on failure of the frim to remedy the failures. The Authority's Engineer to submit its reply and action taken within 60 days under Cl. 2.9.1 (a) to (h) failure to which the Contract shall be terminated.
- 21. This is for your information and necessary action.
- 22. This issues with the approval of ED(P), RO-Guwahati.

Encl.: As above

Yours Faithfully

(Binayak Kumar)
Dy. General Manager(P)

Copy for kind information to:

- (i) PS to Director (Tech.)-I, HQ, NHIDCL
- (ii) ED-I, HQ, NHIDCL
- (iii) Consultant (T): KCB, Assam Division, HQ, NHIDCL

Copy for information and necessary action to:

- (i) GM(P), PMU-Diphu
- (ii) Team leader, M/s Feedback Infra Pvt. Ltd. M/s Armenge Engg. & Management Consultant Pvt. Ltd. (JV)