



No. RO/HP/RFP- NSV/2020-21/ 683

Government of India

Ministry of Road Transport & Highways
(REGIONAL OFFICE, SHIMLA)

Room No. 512-515, Nirmaan Bhawan, Nigam Vihar, Shimla-171002.

Dated, 14.05.2020

REQUEST FOR PROPOSAL
FOR

CARRYING OUT THE CONDITION SURVEY, INVENTORIZATION AND ROAD SAFETY AUDIT
OF NATIONAL HIGHWAYS WITH NETWORK SURVEY VEHICLE (NSV) IN THE STATE OF
HIMACHAL PRADESH

In accordance with Ministry's Circular No. RW-NH-33044/32/2019-S&R(P&B), dated 13.11.2019, proposals are invited from prospective firms, to carry out condition survey, inventORIZATION and road safety audit of National Highways with NETWORK SURVEY VEHICLE (NSV) on the following stretches of National Highways in the State of Himachal Pradesh.

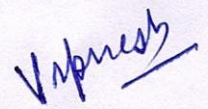
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S. No	NH No.	Name of Work (Stretch)	Chainage (from- to)	Length	Period of Assignment
1	NH-20A (New NH-503)	Ranital-Mubarikpur	RD 39.00 to Km 91.00	52	30 days
2	NH-503A	Una – Bhiroo	RD 20/000 to Km. 35.750	15.750	
3	NH-503	Mataur-Dharamshala-Mcleodganj	RD 0/0 to 23/105	23.105	
4	NH 503A	Bankhandi (PB/HP Border)-Una	RD 0 to 15/300	15.300	

2. The applicants have to submit their proposal along with CV of Professionals/Expert alongwith methodology in the sealed envelope (separate for technical & financial quote as per Scope of Work) on or before **27.05.2020 (Wednesday) by 15:00 hrs** and will be opened on same day at 15.30 hrs in office of Regional Officer MORT&H, Room No. 512-515, Nirman Bhawan, Nigam Vihar, Shimla-171002.

3. The detailed terms & conditions can be obtained from the Regional Office, MoRT&H, Shimla office from **14.05.2020 to 26.05.2020** on any working day between 1000 hrs to 1700 hrs on payment of non-refundable document fee of **Rs.2000/- (Rs. Two Thousand Only)** through NTRP portal i.e. Bharatkosh.gov.in, in favour of "RPAO MORTH, Chandigarh or can be downloaded from the Ministry's website i.e. www.morth.nic.in and the document fee mentioned above, may be enclosed with the bid.

Encl: As above (15 pages)


(Vipnesh Sharma)
Regional Officer,
MORTH, Shimla.

Copy to:

- (i) The Senior Technical Director, NIC, Transport Bhawan, New Delhi -110 001 for uploading on Ministry's website for wider publicity.
- (ii) Notice board, Nirman Bhawan, Nigam Vihar Shimla.

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TERMS OF REFERENCE FOR CARRYING OUT THE CONDITION SURVEY, INVENTORIZATIONS AND ROAD SAFETY AUDIT OF NATIONAL HIGHWAYS WITH NETWORK SURVEY VEHICLE (NSV) IN THE STATE OF HIMACHAL PRADESH

i. Project Stretches

S. No	NH No.	Name of Work (Stretch)	Chainage (from- to)	Length	Period of Assignment
1	NH-20A (New NH-503)	Ranital-Mubarikpur	RD 39.00 to Km 91.00	52	30 days
2	NH-503A	Una - Bhiroo	RD 20/000 to Km. 35.750	15.750	
3	NH-503	Mataur-Dharamshala-Mcleodganj	RD 0/0 to 23/105	23.105	
4	NH 503A	Bankhandi (PB/HP Border)-Una	RD 0 to 15/300	15.300	

ii. Scope of Services and deliverables:

The minimum parameters which have to be recorded during Survey with NSV in each lane, not limited to the following:

(a) Inventory of Road:

GPS co-ordinates, Pavement Type, Pavement width, Terrain, Land Use, Shoulder Type and Width, Drain Type and width, Median Type and Width, way side amenities, crash barriers, signages, etc.

(Note-All Inventory items shall be recorded both side of the road and Geo-Tagged with images)

(b) Condition of Road:

Roughness, Rutting, Distresses (cracking, Potholes, Bleeding, Surface failure, etc) with images;, Road conditions surveys.

(Note-All Inventory items shall be recorded both side of the road and Geo-Tagged with images)

(c) The Consultant shall submit the report after conducting NSV survey as per scope of work within 30 days from issue of the work order (Five copies);

The consultant shall carry out the NSV survey, Condition survey & Road Safety Audit after lapse of six months from the completion of 1st stage survey and accordingly submit the report within 30 days thereafter. The work for the second stage NSV survey shall be started by Consultant after obtaining prior approval from the RO, MORT&H, Shimla.

iii. Time Schedules

1. Commencement of services within 3 days of work order.
2. Submission of Report within 20 Days from the issue of the work order.
3. Clients Observation/View if any within 3 days from date of submission of Report i.e. within 23 days from issue of work order.

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5. Submission of Final NSV Survey Report, Condition survey & Road Safety Audit within 4 days i.e. within 30 days from the date of Issuance of work order.
- iv. **The financial quote by the prospective bidder:** The bidder shall quote the bid offer price per km (exclusive of GST) and inclusive of all other taxes in separate envelope titled as "Financial Bid" as per Annexure-C.

V. Prakash

Annexure-B (Part -I)

Qualification of consultancy/surveying firm:

Required qualifications

1. Consultancy/surveying firm should own the Network Survey Vehicle (NSV). Proof/ association towards availability of NSV is mandatory.
2. Experienced Professionals required with NSV.
3. Consulting firm will have to submit methodology towards better delivery of the project.
4. Should have qualified road safety auditors having 15 days certification from CRRI/ IIT/ IAHE.
5. Should have completed survey with NSV with laser crack measurement system (LCMS) for stretches of the National Highway /State Highway which shall define the working capacity of the firm.

Annexure-B (Part -II)

Qualification of Road Safety Expert:

1. Required qualifications

- a. Graduate in civil engineer with more than seven years of experience in design construction and maintenance of road.
- b. Should have completed an approved road safety audit/ engineering training program of at least two (2) Weeks duration from CRRI/IIT/IAHE

2. Essential Qualification

- a. Should have completed at least three road safety audits/engineering.

Qualification of Sub Professional (If any):-

1. All Sub professional have minimum 3 year experience in their relevant field

Note:

1. In addition to above mandatory Road Safety Expert; other relevant sub-professionals shall be deployed by the Consultant required to complete the Scope of Work as per TOR.
2. All required key personnel should be available from beginning of the project till completion and should be in sound health.
3. Upper age limit for key personnel is 65 years as on due date of bid submission. The proof of age and qualification of the key personnel must be furnished in the technical proposal.
4. A good working language in English is essential for all key personnel staff on this assignment.

V. Prasad

Financial Proposal Submission Form
 Letter comprising the financial bid
 (Refer TOR)

From.....

To

The Regional Officer,
 MoRT&H,
 Shimla.

Subject: Bid for surveying the project stretch with Network Survey Vehicle (NSV) along with Road Safety Audit by consultancy/surveying firms on National Highways for the following stretches. **Package**

Dear Sir,

With reference to your RFP document dated **.**.****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
4. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.
7. I/ We hereby submit our BID and offer a BID Price Rs. for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
8. Bid Price in figures Rs..... /- per Km (exclusive of GST).

We remain yours sincerely,

V. Prakash

Surveying / Consultancy firm

Contract Agreement

Between

Regional Office
Ministry of Road Transport & Highways
Shimla

AND

Consultant

M/S.....

For

CARRYING OUT THE CONDITION SURVEY, INVENTORIZATION AND ROAD SAFETY AUDIT OF
NATIONAL HIGHWAYS WITH NETWORK SURVEY VEHICLE (NSV) IN THE STATE OF
HIMACHAL PRADESH

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CONTRACT AGREEMENT

Name of work:-

Agreement No.....of 2020-21 amounting to Rs-----

This Contract (here in after called the Contract") is made on the day of.....the month of2020 between on the one handThe Regional Officer, MORT&H, Shimla on behalf of The President Of India, Called The Client and on the other hand M/S.....(hereinafter called the Consultant which expression shall include their respective successors and permitted assigns) WHEREAS

- (A) The client has requested the Consultant to provide certain consulting services as defined in the Scope of Work;
- (B) The Consultant having represented to the client that they have the required professional skills, personnel and technical resources and have agreed to provide the Services on the term and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follow.

1. The following documents attached hereto shall be deemed to form an integral part of the Contract.
 - (a) Terms of reference containing the description of services and reporting requirements
2. The mutual rights and obligations of the Client and Consultant shall be set forth in the contract in particular
 - (a) The Consultant shall carry out the services in accordance with the provisions of the Contract and
 - (b) Client shall make payments timely to Consultant in accordance with the provision of the Contract.

V. P. Singh

A) GENERAL CONDITIONS OF CONTRACT

1. General Provisions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country India, as they may be issued and in force from time to time.

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force

(d) GC means these General Conditions of Contract

(e) "Government" means the Government of Client's Country i.e. India

(f) "Local currency" means the Indian Rupees;

(g) As the case may be, and Parties means both of the

(h) Relation between the Parties

Nothing contained herein shall be constructed as establishing a relation or master and servant or of agent and principal as between the client and consultant. The Consultant subject to this Contract have complete charge of personnel performing the Services and shall be fully responsible for the services performed by the, or on their behalf hereunder

(i) Law Governing the Contract

The Contract as meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law in India.

Language This Contract has been executed in the English language, which shall be binding and controlling language for all matters relating to the meaning or interpretation

(j) Heading

The Heading shall not limit, after or affect the meaning of the Contract.



(k) Notices

Any Notice, request or consent required or permitted to be given much pursuant to this contract shall be in writing. Any such notice, request to consent shall be deemed to have been given or made when delivered person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail or e-mail (Electronic Mail)

1. Commencement, Completion, Modification And Termination Of Contract

1.1 Effectiveness of Contract

(a) This Contract shall come into force and effect on the date of issuing notice by client to the consultancy firm to begin carrying out the services may be called effective date hereinafter.

1.2 Termination of Contract for Failure to become Effective

1.2.1 If the Contract has not become effective within ten days time period after the date of the contract signed by the Parties, either Party may, by not less one (1) week (1) written notice after expiry of above specified period to the other Party, declare this Contract to be null and void and in the event of such a declaration by either Party without any Claim against the other party with respect hereto.

1.2.2 Commencement of Services

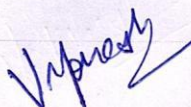
The Consultant shall begin carrying out the Services within such time period after Effective Date. Unless otherwise specified stipulated as para 1.6 below the work shall be completed within stipulated time period i.e 30 days i.e from the date of issue of work order.

1.3 Expiration of Contract

This Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in para 1.2.2 and para 4 in this contract agreement.

1.4 Modification

Modification of the term and conditions of this Contract, including any modification of the scope of the services, may only be made by written agreement between the Parties, however, each party shall give due consideration to any proposals to modification made by the other party.



1.5 Extension of Time

EOT shall not be considered in general as a routine; except for any event which is beyond the control of the Client/Consultant.

1.6 Termination:

The client/authority may terminate the agreement if the client/authority is not satisfied with the methodology of working of the consultant in commencement meeting or at any period. However the client shall inform giving the reason of dissatisfaction in working methodology of the consultant within three (3) days by a letter/notice to the consultant, the consultant within three (3) days after receipt of such letter from the client may submit their explanation to satisfy the client. The client after being not satisfied by the explanation submitted by consultant may finally terminate the agreement.

If the consultant is not able to commence the work within 5 days of issue of work order, the client may terminate the contract upon its discretion.

2. OBLIGATIONS OF THE ROAD SAFETY AUDITORS

2.1 Standard of performance

The Consultant 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 apply appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any manner relating to this Contract or to the Services as faithful advisors to the Client, and shall at all times support the client.

2.2 Law Governing Services

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Professional/Expert of the Consultant, comply with the Applicable Law. The Client shall advice the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

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2.3 Confidentiality

The Consultant and the personnel of either of the shall not, either during the tenure within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information in relation to the project, the services this Contract, the Client's business or operations without the prior written consent of the Client.

2.4 Liability of the Consultant

Subject to additional provisions, if any, the Consultant liability under this Contract shall be as provided by the application Law.

2.5 Accounting, Inspection and Reporting

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultant costs and charges) and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this contact , to inspect the same and make copies thereof as well as to have them vetted by Professional/Expert appointed by the Client.

2.6 No sub contract is allowed.

The Consultant shall submit to the Client the reports and documents specified in TOR thereto, in the form, in the manner and within the time periods set forth in the said TOR.

2.7 Documents prepared by the Consultant to be the property of the client.

All reports and other documents prepared by the Consultant in soft and hard copies in performing the services shall become and remain the property of the Client and the Consultant shall not later than upon termination or expiration of this Contract, deliver all such documents to the client together with a detailed inventory thereof.

2.8 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultant by the Client or purchased by the Consultant with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an

V. Prakash

inventory of such equipment and materials and shall dispose of such equipment and material in accordance with the Client's instructions.

2.9 Dispute

The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement by mutual consultation, failing which such dispute shall be referred to and finally resolved by arbitration in India under the auspices and governed by the provisions of the Arbitration and Conciliation Act, 1996.

3. Consultant General

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

3.1 Description of Personnel

(a) The titles agreed job description minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultant /Professional and/ Expert are described in TOR.

(b) Approval of personnel

The Consultant shall furnish to the client the biographical data of professionals proposed to be used in carrying out the services , if the Client does not object in writing (stating the reasons for the objection) within fifteen (15) calendar days from the date of receipt of such biographical data, such professional shall be deemed to have been approved by the Client.

3.2 Removal and/or replacement of Personnel.

3.3.1 During an assignment, if substitution is unavoidable, Consultant shall forthwith provide as the replacement. Person of equivalent or better qualification and experience which would be judged on the basis of evaluation criteria specified in the data sheet of letter of invitation.

3.3.2 If the employer (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has responsible ground to be dissatisfied with the performance of any of the Personnel, then the road safety auditor shall, at the employers written request specifying the ground thereof , forthwith provide the replacement of qualifications and experience acceptable to him.

V. Prakash

4 Payment To The Consultant

Currency of payment

a) The payment shall be made in Indian Rupees

Mode of Billing and Payment

- Payment Schedule

b) The Consultant will be paid by the client stage-wise as a percentage of the contract value as per the schedule given below:

S. No.	Description/ payment stages	Payment (%)
1	On submission of the final report (first stage)	40%
2	On submission of final report (second stage after six months)	60%
	Total	100%

Note: Stage –I: After completion of the first NSV survey, Condition survey & Road Safety Audit and submission of the report within 30 days from the issue of work order.
Stage:II: After completion of the second time NSV survey, Condition survey & Road Safety Audit of the same NH stretch after six months from completion of the first NSV survey and submission of the report within 30 days, thereafter

Note:

(a) Taxes shall be deducted as per applicable law.

(b) No payment shall become eligible till the Consultant completes to the satisfaction of the client.

(c) The final payment under this clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the client.

5 Responsibility for accuracy of Project Documents

5.1 General

The Consultant shall be responsible for accuracy of the data collected, by him or the design drawing, estimates and all other details prepared by him as part of these services.

The Consultant shall indemnify the client against any inaccuracy / deficiency in the design documents and drawings by notice and the client shall bear no responsibility for accuracy of design/documents and drawings submitted by the road safety auditors.

The Consultant shall provide services during implementation stage of the improvement measures suggested in the final audit report.

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5.2 Penalty

Penalty for delay in case of delay of completion of services, a penalty equal to 0.05% of the contract price per day subject to maximum of 5% of the contract value shall be imposed and shall be recovered from the payments due / security deposit, however in case of delay due to reason beyond control of the road safety auditor suitable extension of time will be granted and no penalty shall be imposed for such delay in services.

Signature of Client
Consultant

Signature of

Witness

- 1.
- 2.

Witness

- 1.
- 2.

