

No. RO/HP/RFP- Black Spot/2019-20/ 422
Government of India
Ministry of Road Transport & Highways
(REGIONAL OFFICE, SHIMLA)
Room No. 512-514, Nirmaan Bhawan, Nigam Vihar, Shimla-171002.

Dated, 24.12.2019

REQUEST FOR PROPOSAL

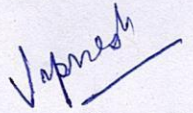
In reference to Ministry's Circular No. RW-NH-29011/01//2019-S&R(P&B), dated 26.08.2019, proposals are invited from prospective Road Safety Auditors / firms, to carry out independent Road Safety Audits and suggesting rectification measures for Black spots identified by Ministry of Road Transport and Highways/ State PWD on following selected stretches of National Highways in the State of Himachal Pradesh.

S. No	Name of Work (improvement of Black spot)	Chainage from- to	Period of Assignment
1	Dhaliara Near Radha Swami Satsang Ghar on NH-503	69/00 to 70/00	40 days
2	Behdala on NH-503 Ext.	38/830 to 39/420	40 days
3	Jakhera Morh on NH-503 Ext.	42/500 to 45/500	40 days
4	Dilwan on NH- 503 Ext.	14/00 to 15/00	40 days

2. The applicants have to submit their proposal along with CV of Road Safety Expert in the sealed envelope (separate for technical & financial quote as per TOR) on or before **02.01.2020 (Thursday) 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, Nirmaan Bhawan, Nigam Vihar, Shimla-171002.

3. The detailed terms & conditions can be obtained from the Regional Office, MoRT&H, Shimla office from **24.12.2019 to 02.01.2020** on any working day between 1000 hrs to 1700 hrs on payment of non-refundable document fee of **Rs.1000/- (Rs. One 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 [RFP-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.

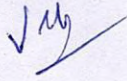
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2. The applicants have to submit their proposal by Dated **02.01.2020 (Thursday) by 3:00 PM** along with CV of Road Safety Expert in office of Regional Officer MORT&H, Room No. 512-515, Nirmaan Bhawan, Nigam Vihar, Shimla-171002. The Terms of Reference of work are mentioned at **Annexure -A**.
3. The required qualifications of Road Safety Expert are mentioned at **Annexure-B**.
4. The financial quote shall be inclusive of all services viz. remuneration for Road safety expert, accommodation, transportation, equipment, printing of document, surveys, etc. The GST/service tax shall only be paid over and above financial quote.
5. Each page of Original Curriculum Vitae (CV) needs to be recently signed in blue ink by the proposed key personnel and also by an authorized official of the Firm. The information of Key Personnel shall be as per the format. Photocopies of the CVs will not be accepted. Unsigned copies of CVs shall be rejected.

Signature of Client



Signature of Consultant

ANNEXURE - A

Terms of Reference for Road Safety Audit Consultancy Services (ToR)

i. Project Stretches

Consultancy Services for Improvement of black spots/ Road Safety Audit for the following projects:-

- i. Preparation of proposal for Rectification of Identified Black Spots for the below mentioned NH stretches:

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ii. Objective

Carrying out detailed Road Safety Audit of the above mentioned stretches and furnish the measures to improve the Black spot / road safety audit report giving the road safety concerns identified and the recommendations for addressing the safety concerns with necessary justification for each of the recommendations to enable road authority to take decisions on implementation of the audit recommendations.

iii. Scope of Services:

The road safety audit shall be carried out as per IRC publication ISC SP-88-2018 or its latest edition and as per Ministry's guidelines. The details and data related to the project stretch relevant to road safety audit/ improvement of black spot i.e scope of DPR for the proposed improvement of the stretch if any, the base map, traffic/other details to the extent available will be provided by the Client. These are to be reviewed by auditors and further supplementary data/details are to be collected and formulated by auditors to cross check the available data and to get the missing details which are required to carry out comprehensive & objective road safety audits as per guidelines. Where base maps of the existing stretch and other basic details are not available, the same are to collected/ prepared thorough survey investigations as part of the road safety audit. On the base map, all the features of road/road environment, available land width, all installations and establishment etc.. are to be indicated through accurate survey investigations. Relevant IRC codes, Ministry's guidelines, best industry practices and international practices are to be followed

Signature of Client

Signature of Consultant



appropriately.

There will be no change in the scope allowed for the above mentioned works for improvement of black spot/ road safety audit i.e. no variation shall be admissible

Commencement Meeting

After getting issued the work order, the road safety auditors shall visit the site with due diligence and get acquainted themselves with the existing site conditions. A commencement meeting with the participation of auditors, client, has to be organized to understand the context of road safety audit on project stretch, to understand any ongoing projects or projects in the pipe affecting project stretch etc, and to share the perspective of auditors, client if any, as per guidelines.

iv. Carrying out audit & preparation of audit report

- Road Safety audit of project stretch/ black spots shall be carried out with due diligence km by km through repeated visits to project stretches, observations of the traffic conditions in different times during day and night, local enquires, collection of accident data from police authorities and studying base maps and other details. Safety concerns in each km are to be identified and feasible redressed options are to be brought out, keeping in view the context of project stretch. Road Safety Audit report is to be prepared in a concise and crisp manner giving the safety concerns, recommendations for addressing them and justification for their recommendation, cost estimate etc. Auditors may use rough sketches/ indicative drawings etc. to explain these recommendations.
- The Audit Report should follow the road chainage in term of km, meters i.e. after 2nd km stone. 225m point is 2.225 km and so on. Locations are to be indicated in term of existing road chainage. The audit Report should be duly certified and signed by Audit Members as per guidelines and initialed on each page.

v. Completion Meeting

After getting prepare and submitting the Road Safety Audit Report / measures to improve black spot to the Authority/ Client, a completion meeting with the participation of the Auditors will be organized in which the safety concerns, observation and perceptive of the auditors could be explained and discussed to understand the constraints and view of the client on these safety concerns, observation and recommendations.

Signature of Client

Signature of Consultant

vi. Auditors response on client observations on audit recommendation

Client will furnish the auditors with their observation/views on audit recommendation within 7 days of submission of Audit Report. The auditors shall furnish to the client within 10 days of furnishing the observation /view of client on audit/ recommendation, a supplementary audit report incorporating auditors response on observation/ view of client on recommendation. Final audit report shall be sum of originally submitted audit report (auditor's recommendations) and supplementary audit report.

vii. Deliverables

The final Audit Report shall consist of the following:-

- (i) Safety audit Report duly signed by the auditors(Five copies)
- (ii) Base maps along with survey data, other supplementary details/data collected through survey investigations in soft form (amenable to digital terrain model commonly used by Highway Design software like Moss/MX-Q or equivalent) and hard copies in a form that can be for preparation of further proposals of remedial actions.
- (iii) Cost estimates based on latest SOR including centages as per extant guidelines.
- (iv) Supplementary Audit Report covering client's observation on audit recommendation and Auditor's response on client observation (Five copies)

viii. Time Schedules

For Improvement of Black Spot/ Road Safety Audit

1. Commencement of services within 3 days of work order.
2. Commencement Meeting within 7 Days from Commencement of services i.e. the commencement meeting within 10 days from date of Issue of work order.
3. Submission of Audit Report within 10 days from the day of commencement meeting or 20 Days from the issue of the work order.
4. Clients Observation/View if any within 7 days from date of submission of Audit Report i.e. within 27 days from issue of work order.
5. Submission of supplementary Audit Report within 10 days submission of client's observations/view or within 37 Days

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Signature of Consultant



from issue of work order.

6. Submission of Final Road Safety Audit Report together with above cited supplementary report will be deemed to be final audit report within 3 days i.e. within 40 days from the date of Issuance of work order.

Signature of Client

Signature of Consultant



Contract Agreement Between

Regional Officer
MoRTH, Shimla

Ministry of Road Transport & Highways
National Highways

AND

Consultant

M/S.....

For

Consultancy Services for Black Spot Rectification/Elimination in km..... of
NH..... Near village.....tehsil.....district.....
State Himachal Pradesh

Signature of Client

Signature of Consultant



CONTRACT FOR ROAD SAEFTY AUDIT SERVICES

Name of work:-

Agreement No..... of 2019-20

This Contract (hereinafter called the „Contract“) is made on the day of the month of December 2019 between on the one hand **The Regional Officer MORT&H. On behalf of The President Of India, Called The Client** and on the other hand M/S..... (hereinafter called the Road Safety Auditors which expression shall include their respective successors and permitted assigns) WHEREAS

- (A) The client has requested the Road Safety Auditors to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter call the “Service“).
- (B) The Road Safety Auditors, 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) Term of reference containing the description of services and reporting requirements
2. The mutual rights and obligations of the Client and Road Safety Auditors shall be set forth in the contract in particular
 - (a) The Road Safety Auditors shall carry out the services in accordance with the provisions of the Contract and
 - (b) Client shall make payments timely to Road Safety Auditors in accordance with the provision of the Contract.

Signature of Client

Signature of Consultant



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) "Consultant" wherever mentioned in this Contract Agreement means the Road Safety Auditor or "Authority Engineer (AE)" and includes sub-consultants or Associates engaged by the primary consultant.
- (h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities.
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of the
- (j) 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 (Road Safety Auditors). The Road Safety Auditors 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

(k) 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

(l) Heading

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

(m) 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

Signature of Client

Signature of Consultant



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 Road Safety Auditors 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) than 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 Road Safety Auditors 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 40 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

As the issue of rectification of accident black spot is to be implemented on priority basis therefore the study report to be finalized in time bound manner so that the rectification measures are also implemented thereafter. Therefore, 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:

Signature of Client

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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/ road safety auditor within three (3) days by a letter/notice to the consultant, the consultant/road safety auditor 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 Road Safety Auditors 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 Road Safety Auditors 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 Road Safety Auditors shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Road Safety Auditors, as well as the Personnel and agents of the Road Safety Auditors and any Road Safety Auditors, comply with the Applicable Law. The Client shall advise the Road Safety Auditors in writing of relevant local customs and the Road Safety Auditors shall, after such notifications, respect such customs.

2.3 Confidentiality

The Road Safety Auditors, their Sub-Road Safety Auditors and the personnel of either of the shall not, either during the tenor 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 Road Safety Auditors

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

2.5 Accounting, Inspection and Auditing

The Road Safety Auditor (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 Road Safety Auditors costs and

Signature of Client

Signature of Consultant



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 audited by auditors appointed by the Client.

2.6 Road Safety Auditors Actions requiring Client's prior Approval

The Road Safety Auditors shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) appointing such members of the personnel as are listed in **Annexure-B**.
- b) entering into subcontract for the performance of any part of the Services, it being understood
 - (i) that the selection of the Sub-Road Safety Auditor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and
 - (ii) that the Road Safety Auditors shall remain fully liable for the performance of the Services by the Sub-Road Safety Auditor and its Personnel pursuant to this Contract.

The Road Safety Auditors shall submit to the Client the reports and documents specified in Annexure thereto, in the form, in the manner and within the time periods set forth in the said Annexure.

2.7 Documents prepared by the Road Safety Auditors to be the property of the client.

All plans, drawings specification, designs reports and other documents prepared by the Road Safety auditors in soft and hard copies in performing the services shall become and remain the property of the Client and the Road Safety auditors 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 Road Safety Auditors by the Client or purchased by the Road Safety Auditors 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 Road Safety Auditors shall make available to the Client an 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.

Signature of Client

Signature of Consultant



3. ROAD SAFETY AUDITORS' PERSONNEL

General

The Road Safety Auditors 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 Road Safety Auditors Key Professional and/ or Sub Professional Personnel are described in **Annexure B**.
- (b) If additional work is required beyond the scope of the Services specified in **Annexure A**, the estimated periods of engagement of the Key Personnel set forth in **Annexure B** may be increased by agreement in writing between the Client and the Road Safety Auditors provided that any such increase shall not except as otherwise agreed cause payments under this Contract to exceed the ceilings set forth in Contract.

Approval of personnel

The Key Personnel listed by title as well as by name in **Annexure B** are hereby approved by the Client. The Road Safety Auditors shall furnish to the client the biographical data of sub- 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 sub-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, the road safety auditors 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.

Signature of Client

Signature of Consultant



4 Payment To The Road Safety Auditors

Currency of payment

a) The payment shall be made in Indian Rupees

Mode of Billing and Payment

- Payment Schedule

b) The Road Safety Auditor 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 commencement Meeting	15%
2	On submission of Audit Report / measure for improvement of black spot	40%
3	On submission of supplementary report i/c cost estimate	30%
4	Approval of Final Report**	15%
	Total	100%
	**Audit report together with supplementary audit report would be deemed to be final audit report.	

Security Deposit: - An amount equal to 5% of each bill amount shall be deducted as security deposit from each stage bill and the same shall be refundable after one year of completion of services or successful completion of the civil work i.e. improvement of Black spot, whichever is earlier.

Note:

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

(b) No payment shall become eligible for the next stage till the road safety auditor completes to the satisfaction of the client the work pertaining to the preceding stage.

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

5 Responsibility for accuracy of Project Documents

5.1 General

The road safety auditor 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 road safety auditor 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 survey control points established by the road safety auditors shall be protected by the road safety auditors till the completion of road safety services.

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

Signature of Client

Signature of Consultant



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

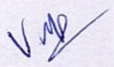
- 1.
- 2.

Witness

- 1.
- 2.

Signature of Client

Signature of Consultant



ANNEXURE - B

Qualification of Road Safety Expert:**1. Required qualifications**

- a. Graduate in civil engineering having more than seven years of experience in the design construction and maintenance of Highways.
- b. Should have certified road safety auditor/ attended training program of at least two (2) weeks duration from CRRI/IIT/IAHE.

OR

- a. Post graduate in Traffic & Transportation Engineering and has completed training program of at least two (2) week from CRRI/IIT/IAHE including Road Safety Engineering/Audit.
- b. Should have a minimum of two years practical experience in road safety.

2. Essential Qualification

- a. Should have completed at least three projects of road safety audits/engineering on Highways.
- b. Should have experience of at least 7 years in design, construction, and supervision of Highways.
- c. All the required key personnel should be available from beginning of the project till completion and should be in sound health.
- d. 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.

Signature of Client

Signature of Consultant

