GOVERNMENT OF ANDHRA PRADESH
ROADS AND BUILDINGS DEPARTMENT
Andhra Pradesh Road Development Corporation
(APRDC)

NOTICE

The Chief Engineer (R&B) State Highways & Managing Director, APRDC invites bids for appointment of Individual Road Safety Consultant for APRDC pertaining to Roads & Buildings department for a period of one year. Last date for submission of bids is 28.11.2019 up to 3.00 PM to the Chief Engineer(R&B), State Highways & Managing Director, APRDC, Room No.502, 5th Floor, R&B Building, M.G Road, Vijayawada.

Tender documents may be downloaded from www.aprdc.ap.gov.in by intending bidders.

Further, details can be obtained from the O/o the Chief Engineer(R&B), State Highways & Managing Director, APRDC, 5th Floor, R&B Building, M.G Road, Vijayawada.

Sd/- 11.11.2019.
Chief Engineer (R&B), State Highways & Managing Director, APRDC

t.c.f.b.o

Deputy Executive Engineer(R&B) S.H & APRDC
GOVERNMENT OF ANDHRA PRADESH
ROADS AND BUILDINGS DEPARTMENT
Andhra Pradesh Road Development Corporation (APRDC)

Request for proposal for appointing Individual Road Safety Consultant for APRDC in the State of Andhra Pradesh.

1. Andhra Pradesh Road Development Corporation, part of Roads and Buildings Department of Andhra Pradesh State, invites sealed bids in Two Parts viz. Technical bid and Financial bid from reputed Road Safety Expert, who wish to undertake the work of "Individual Road Safety Expert" of Andhra Pradesh Road Development Corporation located in the State of Andhra Pradesh. The last date of submission of bids is 28th November, 2019 till 3.00 PM, at Chief Engineer(R&B), State Highways & Managing Director, Vijayawada. The same shall be addressed to;

Chief Engineer(R&B), State Highways & Managing Director,
Andhra Pradesh Road Development Corporation,
Room No.502, 5th Floor,
R&B Building, M.G Road,
Vijayawada - 520010.

2. The purpose of this assignment is to provide services as Road Safety Expert to APRDC. More details of the services are provided in the terms of references.

3. The following documents are enclosed to enable you to submit your proposals:
   
   (a) Terms of Reference (TOR) (Annexure I)
   
   (b) Form for Price bid (Annexure II Form F-I)
   
   (c) Technical proposal and its evaluation criteria (Annexure III)
   
   (d) A sample Form of Contract for Consultant's Services under which the services will be carried out (Annexure-IV)
4. **Background**

The primary objective of the APRDC is Construction, Operation and Maintenance of State Highways in the State of Andhra Pradesh State.

The Committee on Road Safety (CoRS) appointed by the Hon'ble Supreme Court of India has directed to prepare a time bound program to audit all the existing roads where accidents occur the most and indicate the time frame within which the audit recommendations in respect of these roads/stretches would be implemented, vide letter dt.26th September 2018.

The CoRS has directed A.P. State to expedite the process of engaging consultants to conduct audit on all State Highways by providing time bound action plan for completing the Road Safety Audit by March 2020 and follow the audit recommendations with a time bound action plan, vide letter dt.2nd May 2019.

It is proposed to take up road safety audit on one high traffic and high accident prone State Highway in each district as a demo corridor and furnish proposals for road safety improvements based on audit and to correct the deficiencies on the road to minimize the accidents. The performance of the road in respect of road safety after improvements will become a model for adapting to other important State Highways.

Transport Department has identified certain State Highways based on traffic and number of accidents reported during previous last 3 years. Now, these roads with slight modifications in respect of chainages or traffic are considered and the list of roads proposed for road safety audit is finalized. Further, it is proposed to take up road safety audit in-house, using the services of Road Safety Auditors/Consultants.

On completion of road safety audit, based on the identified deficiencies necessary proposals will be submitted to the Government to take up rectifications and to improve road safety on the identified State Highway Corridors. Post evaluation will also be taken up subsequently to assess the performance after road safety measures.

5. **Clarification and Amendments to RFP Documents**

5.1 You may request for a clarification on RFP document up to four (4) days prior to the proposal submission date. Any request for clarification must be sent in writing to be addressed to the officer as indicated in para 1 above. These would be clarified at the pre bid meeting without identifying its source.

5.2 **Pre-bid meeting: Not applicable.**
5.3 Amendment to RFP
5.3.1 At any time before the submission of proposals, the APRDC may, whether at its own initiative, or in response to queries raised at the pre-bid meeting amend the RFP by issuing an addendum. To give bidders a reasonable time in which to take an amendment into account in their proposals, the APRDC may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

6. Submission of Proposals
6.1 The proposals shall be submitted in two parts, viz., Financial Proposal (Annexure-II) and Technical proposal (Annexure-III). The proposals must be sent to the address indicated above and received by the APRDC not later than the time and date indicated in Para 1 or any extension to this date in accordance with Para 5.3.

6.2 The "Technical" and "Financial" Proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters). The first envelope marked "TECHNICAL PROPOSAL" should include the description of the bidder's general experience in the field of the assignment, the qualification and competency of the personnel proposed for the assignment in response to suggested Terms of Reference as required (Annexure-III) The first envelope should not contain any cost information whatsoever. The second envelope marked 'FINANCIAL PROPOSAL' should contain the detailed price offer in Form F-1 of Annexure-II for the Individual Road Safety Consultant. Both the sealed envelopes should again be placed in a sealed cover which will be received in the office of the Chief Engineer (R&B) State Highways & Managing Director, APRDC, Room No.502, 5th Floor, M.G Road, Vijayawada- 520010 up to 3.00PM on 28th November, 2019. On the outer Envelope "Bids for Individual Road Safety Consultant for the Andhra Pradesh Road Development Corporation in Andhra Pradesh State" should be clearly mentioned.

6.3 The APRDC shall not be responsible for misplacement, loss during transit or premature opening of envelope before submission to APRDC. However, the inner envelopes containing Technical and Financial Proposals is marked or sealed as per Para 6.2, such proposal would be considered even though outer envelope is torn or not sealed.

6.4 Instructions to Bidders
6.4.1 The bidder shall bear all costs whatsoever associated with the preparation and submission of their Proposals. The costs might include site visit, collection of information, and if selected, attendance at bid opening and contract negotiations. 
6.4.2 The APRDC is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without
6.4.3 In preparing their proposals, the bidder is expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

6.5 Opening of Technical Proposal

6.5.1 An Evaluation Committee (EC) will be constituted by the APRDC. The Proposals (first envelope containing Technical Proposals only) will be opened by EC in the office of the Chief Engineer (R&B) State Highways & Managing Director, APRDC, Room No.502, 5th Floor, M.G Road, Vijayawada- 520010 at 3.30PM hours on 28th November, 2019. It may please be noted that the second envelope i.e. Financial Proposals containing the Price Bid will not be opened until technical evaluation has been completed and the result approved and notified to all the bidders. The bidder's representatives shall be encouraged to be present at the time of opening of the Technical Proposal. The bidders' representatives, who choose to attend the bid opening proceedings, will sign an Attendance Sheet. They should also bring a letter authorizing them to attend Opening of Technical Proposal.

6.5.2 The APRDC shall notify those bidders whose proposals did not meet the minimum qualifying marks or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The APRDC shall simultaneously notify the bidders that have secured the minimum qualifying marks, indicating the date and time set for opening of Financial Proposals. The notification may be sent by registered letter or electronic mail. The bidder’s representatives shall be encouraged to be present at the time of opening of the Financial Proposal. The bidders’ representatives, who choose to attend the bid opening proceedings, will sign an Attendance Sheet. They should bring a letter authorizing them to attend opening of Financial Proposals.

7. Evaluation of Technical Proposal

7.1 The Technical Proposal will be evaluated on the basis of Evaluation criteria given in Annexure-III. For this purpose, requisite information is to be furnished by the bidder along with supporting Documents.

<table>
<thead>
<tr>
<th>Staff time estimate for the assignment</th>
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<tbody>
<tr>
<td><strong>STAFF</strong></td>
</tr>
<tr>
<td><strong>Designation</strong></td>
</tr>
<tr>
<td>Individual Road Safety Consultant</td>
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<td></td>
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</tbody>
</table>
7.2 The evaluation of qualified Individual Road Safety Consultant shall be done on the basis of CVs. submitted by individuals.

7.3 **Cut off points for qualifying Technical Proposal**

Based on the points and criteria as set out for Technical Proposals, all the bidders who have secured **75 or more points** shall be treated as successful qualifiers. Their Financial Proposals shall be opened.

*Note:* In Case the number of successful qualifiers after technical evaluation is less than three (3), the competent authority of APRDC may relax the aforesaid cut off criteria of technical bid to qualify top 3 bidders in the Technical Proposals.

7.4 The EC will record in detail the reasons for acceptance or rejection of the Technical Proposal analyzed and evaluated by it and would recommend the names of individual qualified in the Technical Bids to the Competent Authority.

8. **Opening of Financial Proposals**

8.1 At the second stage, financial bids of only those bidders who have been declared qualified in the Technical proposal, will be opened by the EC. The “Financial Proposal” should be submitted in the Schedule – “Price Bid” in Form No. F-1.

8.2 Each Financial Proposal will be inspected by the EC to confirm that it has remained sealed and unopened.

8.3 The APRDC representatives or member (in EC) will open each Financial Proposal, and initial all the pages except printed document and also circle / initial changes, if any, noticed in the bid at the time of opening of bids. One of the representatives/ member (in EC) will read out aloud the name of the Individual Road Safety Expert and the total prices quoted in the Schedule – “Price Bid” of each bidder. The APRDC representatives (in EC) will record this information in writing.

8.4 The bidder’s representative shall be encouraged to be present at the time of opening of Financial Proposal. The bidder’s representatives, who choose to attend the bid proceeding will sign an Attendance Sheet.

9. **Evaluation of Financial Proposals**

9.1 The EC will subsequently review the detailed contents of each Financial Proposal. During the examination of Financial Proposals the EC or APRDC staff and any other person involved in the evaluation process will not be permitted to seek clarification or additional information from any individual who has submitted a Financial Proposal.

9.2 The Financial Proposals will be checked for computational errors or material omissions and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Financial Proposal will be increased by application of the highest unit cost and quantity of the omitted item as provided in the other submitted Financial Proposals.

9.3 The total price (TP) for each Financial Proposal will be determined.
9.4 A comparative statement shall be prepared by the EC to analyze and select the successful bidder. The bidder lowest quote will be selected for award of assignment. This will be approved by the Competent Authority of the APRDC.

10. **Confidentiality**

10.1 Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to bidders who have submitted Proposals or to other persons not officially concerned with the selection process until the successful bidder has been notified and contract awarded.

11. **Award of Contract**

11.1 After completion of negotiations if required, the APRDC shall award the contract to the selected individual and promptly notify the other bidders who had submitted Proposals that they were unsuccessful. The APRDC will return the unopened Financial Proposals to the unsuccessful bidders who could not qualify for the opening of Financial Bid.

11.2 The validity of the proposal shall be for **90 Ninety days** from the date of opening of the Technical Bid without change in the personnel proposed for the assignment and proposed price. The APRDC will make its best efforts to select an Individual Road Safety Consultant within this period.

11.3 Individual Road Safety Consultant will be expected to take-up/commence with the assignment within 15 days of award of assignment order by the APRDC and complete it by the stipulated time.

11.4 The individual is expected to work at APRDC for a period of one year which may be extendable another one year based on the Performance of the Consultant. The performance would be reviewed at the end of each year and contract may be extended on same terms and conditions if the Individual Road Safety Consultant is willing to do so.

11.5 It may be noted that any manufacturing or construction firm, with which the Individual Road Safety Consultant might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated the project of which this assignment forms part.

In such negotiations, the selected individual may also be asked to justify and demonstrate that the prices proposed in the contract are not out of line with the rates being charged by the consultants for other similar assignments. **However, in no case such financial negotiation should result into increase in the financial cost as originally quoted by the individual, more than the amount specified as per relevant Government Orders (GO's) of Andhra Pradesh State and on which basis the individual has been called for the negotiation.**

11.6 The remuneration which the Individual Road Safety Consultant receives from the contract will be subject to normal tax liability as per the Tax Laws. Kindly contact the concerned tax authorities for
further information in this regard, if required.

12 PAYMENT SCHEDULE
The APRDC will pay the firm within Seven (7) days from the end of the month after due receipt of bill from the Individual Road Safety Consultant.

Note: Contract Value includes Professional Fee Plus Service Tax at the prescribed rates.

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on the Consultant.

Name: Dr. R. Manohar Reddy,
Designation: Chief Engineer (R&B) State Highways &
Managing Director, APRDC
Address: Room No: 502, 5th floor,
M.G Road, Vijayawada-520010.
Annexure -I

Terms of Reference

Terms of Reference for Individual Road Safety Consultant of Andhra Pradesh Road Development Corporation

Objective: The objective of the Individual Road Safety Consultant is to assist the authority with the requisite domain knowledge and provide requisite technical support/advise to develop a robust institutional mechanism for road safety, formulate policy, undertake appraisal, monitoring and review the process/progress of various road safety related activities in the best possible manner. The individual Road Safety Consultant is expected to carry out the responsibilities and the authority of APRDC while discharging its function as per this assignment on behalf of APRDC.

Scope:
The scope of services shall include, but not limited to the following;

- Support APRDC in developing a road safety improvement target and associated strategies and action plan for improvements required in engineering, enforcement and campaigning for achieving the established road safety targets.
- Evaluation of strategic objectives of the Authority in relation to road safety and advising on relating issues, especially with reference to applicable laws.
- Monitoring and Evaluation of road safety audit, undertaken by APRDC.
- Assist in formulation of policy on road safety in APRDC.
- Assist in the Authority by providing requisite technical support for decision making in policy formulation and other such important matters concerning road safety.
- Review (from road safety perspective) of all studies prepared by Road Safety Consultants and provide advice (in the form of brief note) on changes required for enhanced safety features.
- Provide input to improve the safety consultant’s report on Highway projects and submit report Authority with their specific actionable comments with justification.
- Advise APRDC in all matters of road safety.
**General Obligation of consultant:**

- The Individual Road Safety Consultant shall be guided in its assignment by relevant IRC codes.
- The Individual Road Safety Consultant shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and good industry practice.
- The Individual Road Safety Consultant shall make available to attend and participate in meetings, conferences and discussions with the Authority and shall otherwise advice on and assist the Authority in the diverse issues that may arise from time to time.

**Desired Qualification and Experience:**

a) He should not be more than 55 years of age with medical certificate of fitness for the assignment.
b) Graduate in Civil Engineering from recognized university
c) Master’s Degree in Transportation/Traffic/ Safety Engineering/Planning
d) Total professional experience of at least 15 years in Highways
e) At least 8 years’ experience in development and operation of highways, traffic and road safety management systems on State Highways/National Highways/Expressways or equivalent
f) He should have worked in similar capacity in at least 50 km of SH/NH/Expressways or equivalent in construction supervision of highways/ IE/AE.
g) Completed/ Substantially completed at least 200km of Road Safety Audits in the past 3 years as a Road Safety Audit Team Leader or Member.

**General:** The Individual Road Safety Consultant should be given access to all documents, correspondence, and any other information associated with the road safety.

**Period of service as Individual Road Safety Consultant:** The period is to be covered under present RFP would be one year from the date of Agreement.
ANNEXURE -II

Form No. F-1 (Refer to Para 8 of RFP)

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Fee Rate per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Road Safety Consultant</td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

Amount in words rupees __________________________ Only)

Note:-
1. The rates quoted are for one month which will be applicable for subsequent months also.
2. The above rate is inclusive of all applicable taxes.
3. TDS or other statutory deductions as applicable will be deducted by the APRDC at the rates notified by Government of India from time to time from each bill.

(Bidder)
## Technical proposal evaluation – Criteria and Scoring Scheme

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Sub Criteria</th>
<th>Scoring</th>
<th>Max Score</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Professional Experience</td>
<td>Experience in Highways</td>
<td>1 points for each year.</td>
<td>20</td>
<td>Details of such assignments completed with copies of appointment letters and Experience certificates to be attached</td>
</tr>
<tr>
<td>2. Specific Experience</td>
<td>Experience in development and operation of Highways, traffic and road safety Management systems on NHs/SHs or equivalent</td>
<td>2 point for every completed year</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Worked in similar capacity in at least 50 Kms of NHs/SHs or equivalent</td>
<td>• 50-75 Kms: 25 marks</td>
<td>30</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>• Above 75 Kms: 30 marks</td>
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<tr>
<td></td>
<td>Completed/substantially completed at least 200 Kms of Road Safety audit in the past three years as a Road Safety Audit Team Leader or Member</td>
<td>• 200-300 Kms: 25 marks</td>
<td>30</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>• Above 300 Kms: 30 marks</td>
<td></td>
<td></td>
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<tr>
<td>TOTAL</td>
<td></td>
<td><strong>TOTAL</strong> 100</td>
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Annexure IV

Sample form of contract for Individual Road Safety Consultant

Subject: Agreement between APRDC .......... and (Name of Individual Road Safety Consultant) in respect of Assignment of Individual Road Safety Consultant in APRDC.

1. This CONTRACT is made the [day] of the [month], [year], between the -- -----(Name of APRDC and office address) [ hereinafter called the “Employer”], of the first part and, [name of the Individual Road Safety Consultant] (hereinafter called the “Individual Road Safety Consultant”).

WHEREAS

The Consultant having represented to the "Employer" that he/she has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated ________ issued by the Employer; and

The "Employer" has accepted the offer of the Individual Road Safety Consultant to provide the services on the terms and conditions set forth in this Contract.

2. Set out below are the terms and conditions under which Individual Road Safety Consultant has agreed to carry out for APRDC the above-mentioned assignment specified in the attached Terms of Reference (TOR).

3. For administrative purposes, Empowered Officer of Andhra Pradesh Road Development Corporation (APRDC) has been assigned to administer the assignment and to provide of Individual Road Safety Consultant with all relevant information needed to carry out the assignment. The services will be required for about ___ years commencing from ______________ to ______________. Performance of the agency would be reviewed at the end of each year based on definite measurable indicators and the
contract may be terminated after giving one month notice if performance of the agency is found unsatisfactory.

4. The Employer may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give notice of any changes, as early as possible. In the event of termination, the Individual Road Safety Consultant shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Individual Road Safety Consultant will provide the APRDC with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.

5. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.

6. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of State Government.

7. This Agreement will become effective upon confirmation of this letter by Individual Road Safety Consultant and will terminate on ________________, or such other date as mutually agreed between the APRDC and the Individual Road Safety Consultant.

8. Payments for the services for the month will not exceed the total amount of Rs. _________________. The APRDC will pay the firm within 7 days of receipt of pre-receipted bills duly verified by the designated officer of the APRDC in duplicate for respective stages as follows:

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Consultant].
9. The [Name of Consultant] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultant] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Individual Road Safety Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultant] or its staff. The [Name of Consultant] shall provide the APRDC with certification thereof upon request.

10. The [Name of Consultant] shall indemnify and hold harmless the Employer against any and all claims, demands, and/or judgments of any nature brought against the Employer arising out of the services by the [Name of Consultant] under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.

11. The [Name of Consultant] agrees that, during the term of this Contract and after its termination, the Individual Road Safety Consultant and any entity affiliated with the [Name of Consultant], shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

12. All final plans, reports and other documents or software submitted by the [Name of Consultant] in the performance of the Services shall become and remain the property of APRDC. The [Name of Consultant] may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the APRDC.

13. The [Name of Consultant] undertake to carry out the assignment in accordance with the highest standard of professional and ethical
competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.

14. The [Name of Consultant] will not assign this Contract or sub-contract or any portion of it without the APRDC prior written consent.

15. The [Name of Consultant] shall pay the taxes, duties fee, levies and other impositions levied under the applicable law and the APRDC shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

16. The [Name of Consultant] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the APRDC written permission.

17. Settlement of disputes:

(i) The parties use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

(ii) Any dispute between the parties as to matters arising pursuant to this agreement, which cannot be settled amicably within thirty (30) days after receipt, by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in clause 17 (iii) hereof.

(iii) If any dispute or difference of any kind whatsoever shall arise in connection with or out of this Contract and which is not amicably settled between the [Name of Consultant] and APRDC shall be
referred to adjudication/ arbitration in accordance with Arbitration & Abitration &
Conciliation Act, 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be
signed in their respective names as of the day and year first above written.

In the presence of
(Witnesses)
(i)
(ii)

1. (Signature & Designation of the authorized
representative of APRDC )

In presence of
(Witnesses)
(i)
(ii)

(Name/Signature of the Individual Road Safety
Consultant)

Sd/- 11.11.2019.
CHIEF ENGINEER(R&B) STATE HIGHWAYS
AND MANAGING DIRECTOR, APRDC