

**Government of Andhra Pradesh
Roads & Buildings Department**

A.P.ROAD DEVELOPMENT CORPORATION

**REQUEST FOR PROPOSAL
(RFP)**

Consultancy Services for conducting Road Safety Audit, identification of deficiencies/black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of Andhra Pradesh.

**Office of the Chief Engineer (R&B) SH &
Managing Director, A.P. Road Development Corporation,
Room No.502, State HODs Building,
MG Road, Labbipet, Vijayawada - 520010,
Krishna District, A.P., INDIA.**

Email: mdaprdc.hyd@gmail.com

April 2021

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**Government of Andhra Pradesh
Roads & Buildings Department
A.P.ROAD DEVELOPMENT CORPORATION**

*O/o the Chief Engineer (R&B) State Highways &
Managing Director, APRDC
M.G Road, Labbipet, Vijayawada, A.P
Mail Id: mdaprdc.hyd@gmail.com*

**NOTICE INVITING TENDER
(National Competitive Bidding)**

'e'NIT No. 21//CE (R&B) SH & MD, APRDC/ 2020-21, Dated: 30.03.2021

Roads & Buildings Department, Government of Andhra Pradesh invites online bids from prospective consultants for **conducting Road Safety Audit, identification of deficiencies/ black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of Andhra Pradesh..** The brief details of the proposed services are as follows:

Sl. No.	Description	Approx. Length (kms)	Period of assignment
1	Consultancy Services for conducting Road Safety Audit, identification of deficiencies/ black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of Andhra Pradesh.	995 Km (Annexure-I)	6 Months

RFP document is available online on <https://www.apecurement.gov.in/> from 17-04-2021 (16.00Hrs) to 17-05-2021 (up to 1500 hrs IST).

The participating bidders will have to pay transaction fee of Rs 11,800/- (Rs 10,000/- +GST of Rs 1800/-) to M/s APTS Ltd., Vijayawada through the electronic payment gateway.

The Applicant shall furnish as part of its Proposal, a *bid security of Rs 2,50,000/- (Rupees Two Lakhs and fifty thousand only)* as specified in clause 4.3 of LOI.

RFP must be submitted online only at web address <https://www.apecurement.gov.in> on or before 17-05-2021 (Up to 16.00 hrs IST). RFP transmitted through any other mode shall not be entertained.

Instructions to applicants regarding e-tendering process:

- (a) The interested applicant can download the RFP *from website or e-tendering portal <https://www.apecurement.gov.in>.*
- (b) The applicants have to submit their bids along with scanned copy of Bid Security online in electronic format.
- (c) In case the Bid security as specified in clause 4.3 of LOI is not uploaded along with the bid, the Bid shall be treated as non-responsive and shall not be considered for evaluation.
- (d) Before submission of online bids, applicants must ensure that scanned copy of all the necessary documents have been attached with bid.
- (e) *(R&B) Department* shall not be responsible for delay in online submission due to any reason whatsoever.
- (f) All documents/papers uploaded/submitted by the bidder must be legible.
The following are the important dates for award of above consultancy services:

Sl. No.	Event Description	Date
1.	Last date for receiving queries /clarifications	26.04.2021 (15.00 Hrs)
2.	Pre-Proposal Conference (Pre-bid meet)	29.04.2021. at O/o of Chief Engineer (R&B) SH & MD, APRDC, Room No-502, State HoDs Building, M.G Road, Vijayawada, A.P @ (11.00 Hrs)
3.	Authority response to queries	Chief Engineer (R&B) SH & MD, APRDC, Vijayawada, Krishna District, A.P
4.	Proposal Due Date (PDD)(online submission)	17.05.2021 (16.00 Hrs)
5.	Opening of Proposals	17.05.2021(16.15 Hrs)

Letter of Invitation (LOI)

'e' NIT No. 21/CE (R&B) SH & MD, APRDC/2020-21, Dated: 30.03.2021

Gentlemen,

Sub: Invitation of Proposals for Consultancy Services for conducting Road Safety Audit, identification of deficiencies/ black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of Andhra Pradesh..

The details of the services are as follows:

Sl. No.	Description	Approx. Length (kms)	Period of assignment
1	Consultancy Services for conducting Road Safety Audit, identification of deficiencies/ black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of Andhra Pradesh.	995 Km (Annexure-I)	6 Months

1. **Introduction**

- 1.1 *(R&B) Department is engaged in the development and maintenance of State Highways in the state of Andhra Pradesh. The Governor of Andhra Pradesh represented by Chief Engineer (R&B) SH & Managing Director, APRDC, Vijayawada ("Client") now invites proposal from prospective consultants for conducting Road Safety Audit, identification of deficiencies/ black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of Andhra Pradesh.*
- 1.2 A brief description of the assignment and its objectives are given in the enclosed **Terms of Reference** at Appendix-I of RFP.
- 1.3 ***RFP document is available online on portal of eprocurement, Andhra Pradesh [https:// www.apecurement.gov.in](https://www.apecurement.gov.in). from 17.04.2021 (16.00Hrs) to 17.05.2021 (up to 15.00 hrs).***

The participating bidders will have to pay transaction fee of Rs 11,800/- (Rs 10,000/- + GST of Rs 1,800/-) to M/s APTS Ltd., Vijayawada through the electronic payment gateway.

RFP must be submitted online only at web address <https://www.apecprocurement.gov.in>. on or before 17-05-2021 (Up to 16.00 hrs IST). RFP transmitted through any other mode shall not be entertained.

- 1.4 To obtain first hand information on the assignment and on the local conditions, you are encouraged to pay a visit to the *office of Executive Engineers (R&B) Divisions* and Concerned officer in-charge of State Highways and the project site before submitting a proposal. You must fully inform yourself of local and site conditions and take them into account in preparing your proposal.
- 1.5 Financial Proposals of all technically qualified consultants will be opened in accordance with terms of RFP. The consultancy services will be awarded to the consultants on the basis of the evaluation criteria specified in the RFP.
- 1.6 Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.
- 1.7 The proposals must be properly signed as detailed below:
 - 1.7.1 i. by the proprietor in case of a proprietary firm
 - ii. by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the Proposal).
 - iii. by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).
- 1.7.2 JV/Association is not permissible.
- 1.8 Pre-proposal conference shall be held on the date, time and venue given in data sheet.

2.Documents

- 2.1 To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.
- 2.2 *Consultants requiring a clarification of the Documents must notify the Client, in writing, by **26.04.2021** (15.00 hrs).* Any request for clarification in writing or by email must be sent to the Client's address indicated in the Data Sheet. The Client will respond by e-mail to such requests and copies of the response will be uploaded on the web site / portal for e-tendering.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment. *The amendment will be notified by hosting online on the website / portal for e-tendering <https://www.apecprocurement.gov.in>.* and it will not be communicated by any other means. The amendments if any, will be binding on the bidders. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

The Applicant shall submit its Proposal in the form and manner specified in this section of the RFP. The Technical proposal shall be submitted in the form at Appendix-II and the Financial Proposal shall be submitted in the form at Appendix-III. Upon selection, the Applicant shall be required to enter into an agreement with the Client in the form specified at Appendix-IV.

3.1 Technical Proposal

- 3.1.1 Under the technical proposal, the CVs of key personnel in the prescribed format as per Appendix-II are to be furnished. It may be ensured that the format is strictly followed and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment.
- 3.1.2 You are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.1.3 During preparation of the technical proposal, you must give particular attention to the following:
- i. Total assignment period is as indicated in the enclosed TOR. **A manning schedule in respect of requirement of key personnel is also furnished in the TOR which shall be the basis of the financial proposal.** You shall make your own assessment of support personnel both technical and administrative staff to undertake the assignment. Additional support and administrative staff need to be provided for timely completion of the project within the total bidden cost. **It is stressed that the time period for the assignment indicated in the TOR should be strictly adhered to.**
 - ii. No alternative to key personnel may be proposed and only one CV may be submitted for each position in the format given at Appendix-II. **The minimum requirements of Qualification and Experience of all key personnel are listed in TOR. The proposal not meeting the minimum requirement specified shall not be evaluated further. However, the Client reserves the right to lower the minimum requirements in the interest of work without giving any notice.**
 - iii. All required key personnel should be available from beginning of the project.
 - iv. The availability of key personnel must be ensured at site during the period shown in the manning schedule and / or as per requirement of the services.
 - v. **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.**
 - vi. **An undertaking from the key personnel must be furnished that he/she will be available for entire duration of the project assignment**

and will not engage himself/herself in any other assignment during the currency of his/her assignment on the project. After the award of work, in case of non availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of two years for all projects of the R&B Department / APRDC.

- vii. Upper Age limit for supporting staff to be deployed on project is 60 years as on due date of bid submission.
 - viii. A good working knowledge of English Language is essential for key professional staff on this assignment. Study reports must be in ENGLISH Language.
 - ix. Photo, contact address and phone/mobile number of key personnel should be furnished in the CV.
 - x. In case a firm is proposing key personnel from educational/research institutions, a '**No Objection Certificate**' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.
- 3.2 Your technical proposal using the formats attached in **Appendix – II** must include but not limited to the following information.
- i. The composition of the proposed Team and Task Assignment to individual personnel.
 - ii. **Each page of Original Curriculum Vitae (CV) for each package if any, need 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.**
 - iii. Proposed work programme and methodology for the execution of the services illustrated with bar charts of activities, including survey equipment and procedure, any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance.
 - iv. Estimates of the total time effort (person x months) to be provided for the services, supported by bar diagrams showing the time proposed (person x months) for each key personnel.

The data obtained from the topographic surveys and other surveys should be handed over to Chief Engineer (R&B) SH & MD, APRDC, Vijayawada after the completion of services. The data of topographical surveys should be in a form amenable to digital terrain model (DTM) commonly used by highway design software (MOSS/ MX-Q or equivalent).

3.3 The technical proposal must not include any financial information.

3.4 Financial Proposal

- 3.4.1 The Financial proposal should include the costs associated with the assignment. These shall normally cover: remuneration for staff (local, in the field, office etc), accommodation, transportation, equipment, printing of documents, surveys, etc. Your financial proposal should be prepared strictly using, the formats attached in **Appendix-III**. Your financial proposal should clearly indicate the amount asked

for by you without any assumptions of conditions attached to such amounts. **Conditional offer or the proposal not furnished in the format attached in Appendix-III shall be considered non-responsive and is liable to be rejected.**

- 3.4.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet.
- 3.4.3 Costs shall be expressed in Indian Rupees and payments shall be made in Indian Rupees
- 3.4.4 Consultants are required to charge only rental of equipment/ software(s) proposed to be used so as to economize their financial bid.
- 3.5 **Bid Validity**: The proposals shall be valid for 120 days from the due date for submission of proposals.

4 Submission of Proposals

- 4.1 The interested applicant can download the RFP *from website or e-tendering portal <https://www.apecprocurement.gov.in>*. The applicants have to submit their bids along with scanned copy of Bid Security online in electronic format. In case the Bid security as specified in clause 4.3 of LOI is not uploaded along with the bid, the Bid shall be treated as non-responsive and shall not be considered for evaluating. Before submission of online bids, applicants must ensure that scanned copy of all the necessary documents have been attached with bid. Client shall not be responsible for delay in online submission due to any reason whatsoever. All documents/papers uploaded/submitted by the bidder must be legible.

Bids shall be strictly treated as non-responsive if bid is not accompanied by an acceptable bid security (with validity *for a period of 28 days beyond Bid Validity Date*). Before submission of online bids, applicants must ensure that copies of all the necessary documents have been attached with bid. Client shall not be responsible for delay in online submission due to any reason whatsoever. All documents/papers uploaded/submitted by the bidder must be legible and properly numbered. The last date and time of submission of online proposal are as specified in the data sheet.

- 4.2 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the report of Operational Road Safety Engineering Audit of selected stretches by the Client and discharge of all obligations of the Consultant under the Agreement.

4.3 Bid Security

- 4.3.1 The Bidder shall furnish, *as part of his Bid, a Bid security of Rs. 2,50,000/- (Rupees Two Lakhs and fifty thousand only)* for this particular work. This bid security shall be in favour of Client as named in data sheet and may be in one of the following forms.

- a. Bank Guarantee from any scheduled Indian bank / **nationalized bank**, *in the format given in (Appendix-K).*
 - b. *Demand draft in favour of Chief Engineer (R&B) SH & Managing Director, APRDC, Vijayawada*
- 4.3.2 Bank guarantees (and other instruments having fixed validity) *issued as surety for the bid shall be valid for 28 days beyond the bid validity date.*
- 4.3.3 Any bid not accompanied by an acceptable Bid Security and / or not secured as indicated in Sub-Clauses 4.3.1 and 4.3.2 above shall be rejected by the Client as non-responsive.
- 4.3.4 The Bid Security of *unsuccessful bidders will be returned within 15 days of the end of the bid validity period.*
- 4.3.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 4.3.6 The Bid Security may be forfeited
- (a) if the Bidder does not accept the correction of the Bid Price, pursuant to evaluation of bid; or
 - (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.

5. Proposal Evaluation

- 5.1 A two-stage procedure will be adopted in evaluating the proposal. In the first stage, a technical evaluation will be carried out prior to opening of financial proposal. The technical proposal should score at least 75 points out of 100 to be considered pass for financial evaluation. In the second stage, financial proposal of all eligible firms who pass in technical evaluation shall be opened and evaluation will be carried out. Firms will be ranked based on evaluation criteria specified in the RFP.

5.2 Evaluation of Technical Proposal

The evaluation committee appointed by the Client will carryout its evaluation applying the broad evaluation criteria specified in the Data Sheet. Each responsive proposal will be attributed a technical score.

5.3 Evaluation of Financial Proposal

- 5.3.1 For financial evaluation, total cost of financial proposal will be considered. This however does not include GST which is separately reimbursable.
- 5.3.2 The evaluation committee will determine whether the financial proposals are complete (i.e., whether they have included cost of all items of the corresponding

proposals ; if not, then their cost will be considered as NIL for that item but the consultant shall however be required to carry out such obligations without any compensation. In case, if client feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected), correct any computational errors and convert the prices in various currencies to the single currency specified in Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the applicable law. The bidder with highest combined score of technical and financial scores will be the preferred bidder.

6. Negotiations

- 6.1 Prior to the expiration period of proposal validity, the Client will notify the most preferred Consultant i.e., the bidder with highest combined score in writing by registered letter, cable, telex or facsimile and invite him to negotiate the Contract.
- 6.2 Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of consultant before the award of work.
- 6.3 Negotiations normally take two to three days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 6.4 Negotiations will commence with discussion on technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TOR, the staffing and bar charts, which will indicate activities, staff, and periods in the field and in the home office, staff months, logistics and reporting. The financial proposal is subject to rationalization. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.5 Changes agreed upon will then be reflected in the financial proposal using proposed unit rates.
- 6.6 Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available. The assignment being a short duration one, client will not consider any substitution of key personnel. However, in exceptional circumstances if the key personnel are to be replaced by consultants the remuneration for key personnel shall be reduced by 25% (except in case of death/ extreme medical ground). Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. For total replacement beyond 66% of the total key personnel, the Client may initiate debarment proceedings so as to debar such consultant for future projects for a period of 6 months to 24 months. In any case, if it becomes necessary to replace any of the key personnel, the consultants shall forthwith provide as a replacement a person of equivalent or better qualifications and experience.

- 6.7 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations.

7. Performance Security

The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee from any scheduled / nationalized bank for an amount equivalent to 5 % of the total contract value to be received by him towards Performance Security valid for a period of 2 years beyond the date of completion of services. *The Bank Guarantee will be released by Chief Engineer (R&B) SH & MD, APRDC, Vijayawada up on expiry of 2 years beyond the date of completion of services provided, rectification of errors, if any, found and satisfactory report by Chief Engineer (R&B) SH & MD, APRDC, Vijayawada in this regard is issued.*

8 Penalty

Penalty shall be imposed on the consultants for poor performance/deficiency in service as expected from the consultant and as stated in General Conditions of Contract.

9.Award of Contract

- 9.1 The Contract will be awarded after successful negotiations with the successful Consultants. If negotiations (as per para 6 above) fail, the Client may invite the 2nd most preferred Consultant for Contract negotiations.
- 9.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

Thanking you

Yours sincerely,

(Sri L. Sreenivasa Reddy)
Chief Engineer (R&B)SH & MD, APRDC
Vijayawada

Encl. as above

ANNEXURE – I

Consultancy Services for conducting Road Safety Audit, identification of deficiencies/ black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of Andhra Pradesh.

LIST OF SELECTED STATE HIGHWAYS

Sl.No.	Name of the District	Name of the Road	SH No.	Chainages		Length of the route (In Kms)	Remarks
				From	To		
1.	Srikakulam	Calingapatnam – Srikakulam - Parvathipuram Road	SH001	0.00	90.00	90.0	
2.	Vizianagaram	Chilakalapalem – Rambhadrapuram-Rayagada Road	SH004	0.00	130.00	130.0	
3.	Visakhapatnam	Bheemunipatnam to Narsipatnam Road	SH009	0.00	109.00	28.60	Excluding the reaches covered under NDB.
4.	Visakhapatnam	Yellamanchili-Gajuwaka Road	SH157	0.00	33.20	33.2	
5.	East Godavari (Kakinada to Jonnada Road comprising of the 6 stretches for a length of 53.50 Km)	Kakinada to Penuguduru road (KANF Road)	SH014	1.00	7.20	6.2	
		Ramachandrapuram to Penuguduru road	SH197	20.80	2.8	18.0	
		Ramachandrapuram Bypass	SH197	4.60	0.20	4.4	
		Dwarapudi-Yanam Road	SH206	16.00	5.70	10.3	
		Mandapeta Bypass Road	SH206	0.00	4.27	4.27	
		Mandapeta to Jonnada Road	SH218	3.60	13.93	10.3	
6.	West Godavari	Martair to Prakkilanda Road	SH022	0.00	63.00	63.0	
7.	West Godavari & Krishna	Bhimavaram to Gudivada Road	SH019	0.00	21.00	21.0	
			SH019	21.00	50.00	29.0	
8.	Krishna	Gudivada to Kankipadu	SH243	0.00	25.00	7.6	Excluding the reaches covered under NDB
9.	Krishna	Nuzvidu-Mylavaram Road (overlap Km 23.410 to 23.810 = 0.400	SH207	0.00	24.55	24.15	
10.	Guntur	Guntur to Chirala Road	SH040	0.00	64.00	64.0	
11.	Prakasam	Podili to Vinukionda	SH042	0.00	44.00	44.0	

		Road					
12.	Nellore	Naidupet to Rapur Road	SH397	0.00	41.00	41.0	
13.	Kurnool	Kurnool to Bellary Road via Kodumuru. Aluru upto AP border	SH027	0.00	102.00	102.0	
14.	Kadapa	Rajampeta-Kadiri-Thumukur Road	SH059	0.00	94.00	78.0	Excluding the reaches covered under NDB
15.	Kadapa	Rajampeta-Gudur-Duggairajapatnam Road	SH371	0.00	43.00	43.0	
16.	Ananthapur	Kadiri to Hindupur	SH061	0.00	86.00	86.0	
17.	Chittoor	Puttur to Sathyavedu Road	SH067	0.00	57.00	57.0	
TOTAL						995.0	

DATA SHEET

(References to corresponding paragraphs of LOI are mentioned along side)

1. The Name of the Assignment is conducting Road Safety Audit, identification of deficiencies/ black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of Andhra Pradesh as mentioned at Annexure-I. (Ref. Appendix-1 TOR).
2. **The Name of the Client is:** Chief Engineer (R&B) SH & Managing Director, APRDC
M.G Road, Labbipet, Vijayawada- 520010,
mail ID:: mdaprdc.hyd@gmail.com (Ref 4.3.1)
3. Pre proposal conference date : 29.04.2021 @ 11.00 AM

Venue: O/o Chief Engineer (R&B) SH & Managing Director, APRDC
State HoDs Building, M.G Road, Labbipet, Vijayawada- 520010.(Ref. Para 1.8)

4. The Description of the Project:

Sl. No.	Description	Approx. Length (kms)	Period of assignment
1	Consultancy Services for conducting Road Safety Audit, identification of deficiencies/ black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of Andhra Pradesh	995 Km (Annexure-I)	6 Months

5. Last Date and Time for submitting queries

Email ; mdaprdc.hyd@gmail.com,
Date: 26.04.2021 (15.00 Hrs)

Address: O/o Chief Engineer (R&B) SH &
Managing Director, APRDC,
Room No – 502, M.G Road, Labbipet,
Vijayawada – 520010, Andhra Pradesh.(Ref. Para 2.2)

6. The Documents are:(Ref. Para 2.1)

- i. Appendix-I: Terms of Reference (TOR)
- ii. Appendix-II: Formats for Technical Proposal
- iii. Appendix-III: Formats for Financial Proposal
- iv. Appendix –IV: Draft Contract Agreement

7. Tax and Insurance (Ref. Para 3.4.2)

7.1 The Consultants and their personnel shall pay all taxes (including service tax), custom duties, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Client / Consultant, as appropriate. The Consultant will remit *service tax/ GST monthly or as applicable under the law and seek reimbursement from (R&B) Department.*

7.2 Limitations of the Consultant's Liability towards the Client.

7.2.1 Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to the damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- (i) For any indirect or consequential loss or damage; and,
- (ii) For any direct loss or damage that exceeds; (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

7.2.2 The Limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

7.3 The risks and the coverage shall be as follows:

7.3.1 Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.

7.3.2 *Third Party liability insurance with a minimum coverage, for Rs.2,00,000/- for the period of consultancy.*

7.3.3 (i) The Consultant shall provide to *Chief Engineer (R&B) SH & MD, APRDC, Vijayawada Professional Liability Insurance (PLI) for a period of 2 years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.*

(ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR **(B)** the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **(A) or (B) is higher.**

(iii) The policy should be issued only from an Insurance Company operating in India.

(iv) The policy must clearly indicate the limit of indemnity in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy” (AOP) and in no case should be for an amount less than stated in the contract.

(v) The Consultant does not cancel the policy midterm without the consent of *Chief Engineer (R&B) SH & MD, APRDC, Vijayawada. The insurance company may provide an undertaking in this regard.*

7.3.4 Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

8. deleted

9. The Technical Proposal and Financial Proposal be submitted on line as per para 3 of LOI.

10. The last date and time of online proposal *submission are: 17.05.2021 (upto 16:00 hrs) (Ref. Para 4.1)*

11. Proposal Validity period (days, date): *120 days from the due date of bid submission.*

12. Evaluation criteria: (Ref. Para 3, 4 & 5)

12.1 First stage: Technical Evaluation (Refer Para 5.1 and 5.2)

12.1.1 The points given to different parameters (Evaluation criteria) are as below:

Evaluation Criteria for Technical Proposal

SL NR.	Description	Points
1	Firms Relevant Experience in last 5 years	20
2	Adequacy for Approach and Methodology, survey & investigation equipment and software proposed to be used.	10
3	Qualification and Relevant Experience of the Proposed Key Personnel	70
	Total	100

12.1.2 The number of points to be given under each of the evaluation sub-criteria are:

(i) Firm's relevant experience

Sl. No.	Description	Points
(a)	Year of the establishment of the firm i.e., Age of the Firm < 5 Years – 0 5 – 15 years - 2 > 15 years – 4	4
(b)	Average Audited Annual Financial Turnover (Last Five financial years ie from 2016-17 to 2020-21) from consultancy business < 1 Crore - 0 1 Crore – 5 Crore - 2 > 5 Crore - 4	4
(c)	Experience in number of completed Road Safety Audit projects for Expressways/ NH/SH/ ODR with documentary evidence of relevant few pages of contract agreement /LoA or LOI from Authority needs to be enclosed (Each Road Safety Audit Project carries 3 Points) during last 5 years (year 2016-17 to 2020-21)	12
Total		20

(ii) Adequacy of the proposed work plan and methodology, survey investigation equipment and software proposed to be used

Sl. No.	Description	Points
(a)	Understanding TOR	4
(b)	Quality of methodology, equipment/ software proposed to be used	4
(c)	Work Program and Manning Schedule	2
Total		10

(iii) Qualification and relevant experience of key personnel.

Sl. No.	Key Personnel	Points
(a)	Team Leader -cum- Road Safety Auditor	25
(b)	Senior Highway cum Road safety Engineer	15

(c)	Traffic Engineer –cum-Road Safety Engineer	15
(d)	Structural /Bridge Engineer	7.5
(e)	Quantity Engineer	7.5
	Total	70

12.1.3 The weightage points given to evaluation sub-criteria for qualifications and experience of key personnel are:

For the post of Team Leader cum Road Safety Auditor

Sl. No.	Description	Points
(a)	General Qualifications <ul style="list-style-type: none"> • BE/B.Tech (civil)-10 marks, • M.E/M.Tech Transportation/Highways/ Traffic Engineering/Road Safety -10 marks (Additional) • Road Safety Audit Certificate-10 marks (Mandatory) 	30
(b)	Employment with firm Permanent staff of the consultant (No of years with the consultant) >1 year - 3 marks, > 3 years – 5 marks	5
(c)	Relevant Experience and Adequacy for the Project. (i)Total length of experience <20 years – 0, 20-25 years-15 >25 years-20 (ii) Experience as Team Leader 1– 3 years -5 marks 3 -5 years -10 marks More than 5 years -15 marks (iii) Road safety Audit experience in years <3 years- 0 3-5 years-5 >5 years-10 (iv) Road safety Audit projects completed in last 10 years Three to four projects -5 Five or More projects -10 (v) Additional qualifications/ experience- 10	65
	Total	100

For the posts of Senior Highway cum Road Safety Engineer

Sl. No.	Description	Points
(a)	General Qualifications <ul style="list-style-type: none"> • BE/B.Tech (Civil)-10 marks, • M.E/M.Tech Transportation/Highways/ Traffic Engineering/Road Safety -10 marks.(Additional) • Road Safety Audit Certificate-10 marks 	30
(b)	Employment with firm Permanent staff of the consultant (No of years with the consultant) >1 year - 3 marks, > 3 years – 5 marks	5
(c)	Relevant Experience and Adequacy for the Project. (i)Total length of experience (max 20) <15 years – 0, 15-20 years- 15 >20 years- 25 (ii) Road safety Engineering experience in years <3 years- 0 3-5 years-5 >5 years-10 (iii) Number of Road safety Engineering projects completed in last 10 years Three projects-5 Four projects-10 More than Four projects-20 (iv) Additional experience and qualifications- 10	65
	Total	100

For the posts of Traffic Engineer cum Road Safety Engineer

Sl. No.	Description	Points
(a)	General Qualifications <ul style="list-style-type: none"> • BE/B.Tech (civil)-10 marks, • M.E/M.Tech Transportation/Highways/traffic Engineering -10 marks.(Additional) • Road Safety Audit Certificate-10 marks 	30
(b)	Employment with firm Permanent staff of the consultant (No of years with the consultant) >1 year - 3 marks, > 3 years – 5 marks	5
(c)	Relevant Experience and Adequacy for the Project. (i)Total length of experience (max 20) <10 years – 0, 10-20 years- 15 >20 years- 25 (ii) Experience in traffic, pavement including experience in design road intersections, traffic management plans, traffic calming <5 years- 0 5-8 years-10 >8 years-20 (iii) Number of Road safety Engineering projects completed in last 10 years Three projects-5 Four projects-10 Five projects -15 More than Five projects-20	65
	Total	100

For the posts of Structural/ Bridge Engineer

Sl. No.	Description	Points
(a)	General Qualifications <ul style="list-style-type: none"> • BE/B.Tech(civil) -10 marks, • M.E/M.Tech Structures- 15 marks (Additional) • Road Safety Audit Certificate - 5 marks (Additional) 	30
(b)	Employment with firm Permanent staff of the consultant (No of years with the consultant) >1 year - 3 marks, > 3 years – 5 marks	5
(c)	Relevant Experience and Adequacy for the Project. (i)Total length of General experience <10 years – 0, 10-20 years-20 >20 years- 30 (ii) Experience in design of bridges/ROBs/RUBs/interchanges/any other structures and rehabilitation. <10 years – 0, 10-15 years-10 >15 years- 20 (iii) Experience in design of bridges/ROBs/RUBs/interchanges/ any other structures and rehabilitation. <3 - 0 3-5 -10 >5 -15	65
	Total	100

For the posts of Quantity Engineer

Sl. No.	Description	Points
(a)	General Qualifications <ul style="list-style-type: none">• BE/B.Tech(civil) -10 marks,• M.E/M.Tech in any discipline related to civil engineering-15 marks (Additional)• Road Safety Audit Certificate-5 marks (Additional)	30
(b)	Employment with firm Permanent staff of the consultant (No of years with the consultant) >1 year - 3 marks, > 3 years – 5 marks	5
(c)	Relevant Experience and Adequacy for the Project. (i)Total length of experience (max 20) <10 years – 0, 10-20 years-20 >20 years-30 (ii) Experience as quantity surveyor <8 years – 0, 8-15 years-20 >15 years- 35	65
	Total	100

12.2 Second stage – Evaluation of Financial proposal

Financial Proposals of all qualified consultants in accordance with clause 5.1 hereof will be opened. The consultancy services will be awarded to the consultant who has scored highest combined score with weightage 70:30 to the technical and financial proposals.

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is as following:

$Sf = 100 \times Fm/F$, in which “Sf” is the financial score, “Fm” is the lowest evaluated financial proposal, and “F” is the amount of financial proposal of the bidder under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 70, and

P = 30

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the above weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

$$S = St \times T\% + Sf \times P\%$$

13. Commencement of Assignment (Date, Location): The Consultants shall commence the services within seven days of the date of effectiveness of the contract at locations as required for the project stretches.

APPENDIX-1 TERMS OF REFERENCE

1. Introduction

Andhra Pradesh Road Development Corporation (APRDC) is the principal road agency of Government of Andhra Pradesh (GoAP) for construction and maintenance of State Highways. The state highways (SH) totalling about 13,500 km length are managed by APRDC. The Chief Engineer (R&B) SH & Managing Director, APRDC has initiated a plan to take up Road Safety Audit, identification of deficiencies/ black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of Andhra Pradesh.

APRDC selected high density corridors in each district on selected state highways in 13 districts comprising of 17 roads totaling a length of 995 kms as a pilot project. These identified roads, having high density traffic and high number of accidents, are to be developed as District Demo Corridors. A detailed Road Safety Audit will help in identifying the requirement of Road Engineering, Road Safety Enforcement and Post Trauma care etc. The list of the Roads is enclosed in Annexure-I

The Project includes Road Safety improvement as primary component that is to be implemented with a strategy to incorporate road safety management into lifecycle of roads by integrating it in project design on about 995km of SH. It will involve road safety inspection / auditing; treating identified black spots and accident prone locations with land acquisition, if required; retro-fitting simple road safety engineering interventions without land acquisition.

APRDC now intends to engage a reputed Highway Engineering Firms with expertise in road safety as Road Safety Consultant (RSC) for providing consulting services for Road Safety Audit and DPR for retro-fitting (along with land acquisition in case of necessity) simple road Safety Engineering Interventions in a holistic manner for which this terms of reference is framed.

2. Objectives of the Assignment

Broadly, the intent is to minimise road fatalities and injuries on SH and develop as District Demo Corridors. The objectives of this assignment are:

- 2.1. Identification of potential accident prone locations and black spots for the selected corridors of State Highways about 995 km ;
- 2.2. Prepare road safety engineering interventions to treat /mitigate/counter measures for black spots, accident prone and other hazardous locations, and requirements for Road Safety Enforcement and Post Trauma care;
- 2.3. Develop Road Safety Action Plan;
- 2.4. DPR for the mitigations/retro-fitting (along with land acquisition in case of necessity) simple road safety engineering interventions, Road Safety Enforcement and Post Trauma Care, including BOQ for taking up the work.

3. Scope of the services/Tasks of the consultant

The scope of work shall cover approximately 995 km of selected SH's as shown in Annexure 1. The tasks of the consultant shall include, but not limited to the following:

3.1. Task 1: Road Safety Inspection / Audit (RSA)

Road safety Inspection / audits assess the operation of a road, focusing on road safety as it affects the users of the road. These users include pedestrians, cyclists, motorcyclists, private car drivers, truck/bus drivers, on-road public transport users, etc. The outcome of a road safety audit is the identification of any road safety deficiencies and formulation of recommendations aimed at removing or reducing those deficiencies.

3.1.1. The aim of RSA to produce the road facility as safe as reasonably practical and shall consider the key aspects that the road adequately warn, inform, guide, control and forgive. Consultant shall carry out the audit as per latest standards and good industry practices. The key objectives of the RSA shall be:

- a) To minimize the risk of accidents likely to occur/occurring on the project facility and to minimize their severity.
- b) To minimize the risk of accidents likely to occur/occurring on adjacent roads i.e., to avoid creating accidents elsewhere on the network.
- c) To recognise the importance of safety in highway design to meet the needs and perceptions of all types of road users; and to achieve a balance between needs of different road user types where they may conflict with one another.
- d) To reduce long term costs of a project facility, bearing in mind the unsafe designs may be expensive or even impossible to correct at a later stage.
- e) To increase awareness about safe design practices among those involved in the planning, design, construction, and maintenance of roads.
- f) To advance the awareness of providing safe road schemes for non-motorized as well as motorized users

3.1.2. The detailed Road Safety Audit shall be conducted as per IRC SP 88: 2019 or its latest edition and Ministry's guidelines especially the guidelines issued vide No. RW/NH/29012/2015- P&M(RSCE) dated 14.01.2016 and its sub-sequent amendments, to ensure that the road schemes operate as safely as practicable.

3.1.3. The audit shall, inter-alia, examine and determine accident statistics (fatal, grievous, others), map them by approximate location, identify causative factors, and prioritize spots for corrective measures. In carrying out the task the consultant should have a targeted thematic implementation and guidelines for safety and traffic management infrastructure, including;

- a) Segregation of mixed traffic including motorcycle lane, bicycle lane, and Footpath;
- b) Pedestrian crossings;
- c) Intersections & interchanges;
- d) Active Traffic calming & speed control measures;
- e) Roadside hazards;
- f) Traffic signals, signs and lane marking;
- g) Intelligent transport systems

3.1.4. Design and Detailing: Based on this prioritization of accident spots where engineering interventions can help, the consultants shall prepare designs and

drawings for addressing them in an optimal cost way. Typical measures shall include signage, dividers, junction traffic management installations (passive and active), S-curve improvements, and so on. All improvements shall be done within existing available land, to the extent possible. Otherwise requirement of land shall be submitted. APRDC will procure the contractors for carrying out these enhanced features. Key Considerations in the road safety audit shall include, but not limited to:

- a) Visibility and Site distances
- b) Accident pattern, Traffic characteristics and issues
- c) Site constraints and opportunities
- d) Alignment consistency
- e) Cross-sections consistency
- f) Width of Hard Shoulders
- g) Super elevation and extra widening
- h) Side slopes and side drains
- i) Safety Barriers at Hazardous locations
- j) Footways, parking areas and service roads
- k) Layout and design of intersections, interchanges, grade separators
- l) Provision of truck lay-byes, bus-bays and rest areas
- m) Road signs, pavement markings, other traffic control devices, roadside furniture
- n) Guardrails, crash barriers on bridges and in medians; and
- o) Delineators and Object Hazard markers
- p) Road Lighting and Night time visibility
- q) Water bodies, high embankments, cut area protection
- r) Provisions for School zones, public places and built up areas
- s) Pavement and Drainage provisions
- t) Provisions for Structures etc.

Details of the tasks to be undertaken under road safety audit shall include:

3.1.5. Commencement meeting

After the issue of letter to commence the assignment, the consultant's team shall visit the sites with due diligence and get acquainted with existing site conditions. A commencement meeting with the participation of auditors, client and stakeholders shall be organised to lay out the context of the RSA, understand any ongoing or anticipated projects affecting the road schemes, etc and to share the perspectives of auditor, client if any, as per guidelines.

3.1.6. Carrying out Road Safety Audit

- i) Consultant shall collect road accident data for minimum past three years based on First Information Report (FIR) of road accidents from the concerned Police Stations. The accident data are to be collected in the prescribed MoRT&H format of December 2017 or latest (to be read in conjunction with IRC:53-2012).
- ii) Consultant shall conduct the road safety audits with due diligence through site visits, observation of traffic conditions in different times during the day

and night, local enquiries, studying base maps and other details as per established procedures, check list, etc. of Road Safety Audit Manual IRC:SP:88-2019 or latest. The safety concerns in each km are to be identified and feasible redressed options are to be brought out keep the view of context of project stretch. Road Safety Audit reports is to be prepared in a concise and crisp manner giving the safety concerns, recommendations for addressing them and justification for their recommendation . The report shall be as per IRC Road Safety Manual showing risks each safety observation, concerns with clear photographs and specific location with chainages, land marks along with recommendations (illustrating sketches, IRC references etc) and its priority .

- iii) Consultant shall identify the black spots, accident prone areas in accordance with Ministry of Road and Highways (MoRT&H) and other relevant publications, protocols, procedures, mitigation treatments, immediate measures short term/long term measures, etc.
- iv) Consultant shall identify specific potential hazardous locations like sharp curves, junctions, hair-pin bends, high embankments, bridge approaches, unshielded water bodies adjacent to road, road side hazards, schools/institutions, markets, bus stops, railway crossings, etc.
- v) Consultant shall identify need for additional parking lane keeping in view congested sections, overpasses, road marking, road signs, studs, night safety, traffic capacity of road and its condition and other important features, identify deficiencies leading to road safety risks. The consultant shall conduct Traffic surveys to analyse understand the traffic characteristics of accident prone areas. Classified Volume Count (CVC) locations will be selected as per the RSA recommendations and finalized in consultation with APRDC.
- vi) The RSA data collected, shall be analyzed in detail to arrive at the road safety counter measures required. Public consultations shall be conducted for collecting safety issues the near-by communities are facing.
- vii) Consultant shall develop logical prioritization criteria e.g. severity, immediate measures, etc. of identified or potential road safety hazardous locations, including those already identified by the APRDC, for the purpose of their treatment. Consultant shall seek approval of the APRDC for the prioritization criteria.
- viii) Consultant shall prioritize the road safety interventions based on the RSA outcomes and applying the prioritization criteria. Consultant shall make location specific recommendations with detailed engineering and cost based on MoRTH/IRC specifications for counter-measures/mitigation/improvements etc. for identified risk locations for each project road.
- ix) Consultant shall submit furnish the road safety audit report containing identified safety concerns along with the recommendations with necessary justifications;

- x) RSA Report shall additionally contain a separate chapter showing road safety observations on approach to bridges, high embankment, railway crossings, critical junctions, conditions and visibility of bridge railing and crash barriers, water bodies along the road, or any other similar hazardous location need to be reported.
- xi) Consultant shall organize one day workshop to share RSA findings with APRDC engineers on identified road safety issues and recommendation. The venue will be arranged by the client. The expenses like brochures, print outs etc during the work shop will be borne by the consultant.

3.1.7. Completion Meeting

After getting prepared 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.

3.1.8. Auditors Response on client Observations on audit recommendations

Client will furnish the auditors with their observation / views on audit recommendation within a fortnight of submission of Audit Report. The auditors shall furnish to the client within 15 days of furnishing the observation /view of client on audit / recommendation, a **supplementary audit report** incorporating auditor's 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. The Consultants submit final Audit report based on the 1st Audit report and supplementary report on approval of supplementary report by the client.

3.2. Task 2: Preparation DPR for procurement of road safety works

- 3.2.1. The safety countermeasures related to road engineering shall conform to specifications of IRC/MoRT&H and data book items of MoRT&H. The safety of road users is prime concern and best industry practices and practical approach is expected from the consultant while considering the safety measures;
- 3.2.2. The countermeasures which might require land acquisition shall be packaged separately from the general retrofitting measures. The packaging of works based on the DPRs shall be agreed with APRDC before finalization.
- 3.2.3. Consultant shall prepare the detailed engineering design and drawings for the recommended road safety works, based on topographic survey, traffic survey, etc. as required, showing existing conditions and recommended options of specific treatments.
- 3.2.4. Topographic survey shall be carried out after approval of APRDC based on GTS (Great Trigonometrical Survey) bench marks, using total stations and digital levels as per IRC guidelines. Consultant shall prepare the land

acquisition plan, environmental and social safeguards where applicable for preparing the DPRs for the road safety works. Public consultations need to be organized to collect road safety issues, and to collect the feedbacks on the potential designs with the near-by communities. The public consultations need to be properly documented inside DPRs and social safeguard documents.

- 3.2.5. DPRs to be submitted by the consultant for the road safety works packages shall include the base maps with survey data and Investigation reports including editable soft copies, detailed engineering designs and drawings, environmental and social safe guards, removal and relocation of trees, shifting of utilities if any, Bill of Quantities along with cost estimates as per the latest Schedule of Rates of state. The cost estimates shall include (i) the cost of items for installation of Road Safety Interventions all along the road based on the deficiencies identified during the Road Safety Audit (ii) cost of items for geometric improvements/ Junction improvements/ widening of narrow culverts, etc and (iii) cost of items required for rectification of black spots identified on that road (iv) Cost of items for Road Safety Enforcement & Post Trauma care.

3.3. Task 3: Other Tasks

- 3.3.1. Consultant shall provide necessary support and prepare reports for APRDC towards its stronger participation in the Road Safety Council and the Supreme Court Committee on Road Safety.
- 3.3.2. Consultants shall arrange two workshops in the office of the Chief Engineer (R&B) and MD, APRDC for providing training and awareness for the R&B/ APRDC staff. About 50 members may be invited for each work shop. The Conference hall available in the APRDC office will be provided to the Consultants. Consultants shall meet the expenditure towards training and providing training material.

4. Services and facilities provided by the client:

- 4.1.1. The Client will provide whatever data relating to the assignment it has readily available with it. However, the cost of reproduction has to be arranged by the consultant.
- 4.1.2. Consultant shall arrange its own office as necessary at a suitable locations and transportation and other logistics for successfully carrying out the assignment.
- 4.1.3. APRDC will assist the consultant in coordinating with other road safety stakeholders like the Transport, Police, Education, Health, etc Departments.

5. Period of assignment:

The duration of the assignment shall be 6 months from commencement.

6. Review:

The services of the Consultant would be monitored on monthly basis. The outputs and deliverables reviewed and consultant shall comply with the suggestions and instructions of the Client.

7. Reports

- 7.1. Consultant shall submit a concise monthly progress report to the Client within the first week of the succeeding months.
- 7.2. Consultant shall support the APRDC in preparing reports as and when required by the Road Safety Council and the Supreme Court Committee on road safety. The reports are expected to be required quarterly.
- 7.3. Reports shall be submitted in duplicate in hard copies and soft copies in editable mode like MS Word, Excel, AutoCAD, etc. as well as in pdf.

8. Deliverables, Time and Payment Schedule

The monthly progress reports and the deliverables submitted by the consultant shall be reviewed by the Client. Payment against deliverables will be considered only after their acceptance by the Client.

Deliverable No.	Description of Deliverables	No of Copies	Cumulative Months	Payment as % of Contract Amount
D 1	Inception Report	6	1	10%
D2 -1	Road safety audit report (consolidated for each road separately) for at least 50% of Roads	6	3	20%
D2 -2	Road safety audit report (consolidated for each road separately) for remaining roads	6	4	20%
D3-1	Supplementary Road safety audit report (consolidated for each road separately) for approx. 50% of roads.	6	4	5%
D3-2	Supplementary Road safety audit report (consolidated for each road separately) for remaining roads	6	5	5%
D4	DPRs for the road safety works for important & identified deficiencies/ black spots including Traffic Management and Safety plans	6	5	15%

Deliverable No.	Description of Deliverables	No of Copies	Cumulative Months	Payment as % of Contract Amount
	for at least 50% of roads			
D4	DPRs for the road safety works for important & identified deficiencies/ black spots including Traffic Management and Safety plans for remaining roads	6	6	15%
E1	Final Road safety Audit report	8	6	10%

9. Key Professionals

9.1. The team of key professionals to be proposed by the consultants should collectively have experiences on the following:

- Accident study and identification and prioritization of black spots, accident prone areas and development and implementation of mitigation measures
- Segregation of mixed traffic including motorcycle lane, bicycle lane, and Footpath;
- Pedestrian crossings;
- Intersections & interchanges;
- Active Traffic calming & speed control measures;
- Roadside hazards;
- Traffic signals, signs and lane marking;
- Intelligent transport systems; etc.
- preparation of DPR's for procurement of contracts
- Develop and Implementation of Road Safety Management Plans and Conducting Road safety audits at Construction Stage (Work Zone safety audits)

9.2. The following is the list of minimum requirement of key professionals for the assignment as per the perception of the Client. However, the Consultant may propose additional key professionals as they deem best fit for delivering the assignment, but the same has to be consistent with the financial proposal.

Sl. No.	Position	No.	Anticipated Input (months)
1.	Team Leader cum Road Safety Auditor	1	6
2.	Sr. Highway cum Road Safety Engineer	1	6
3.	Traffic Engineer Cum Road Safety Engineer	1	6
4.	Structural /Bridge Engineer	1	4
5.	Quantity Engineer	1	4

	Total	24
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The Consultant shall engage required sub staff in addition to the above key personnel.

9.3. The following shall be the minimum qualifications and experience of the key professionals whose CVs would be evaluated:

9.3.1. Team Leader cum Road Safety Auditor

- Graduate in Civil Engineering and preferably Post Graduate in Traffic/ Transportation/ Highway/ Road Safety/ related fields.
- **Road Safety Auditor certificate is mandatory.**
- Minimum 20 years of general experience in the road sector and 3years' experience in Road Safety.
- Experience of road safety Audit as Road Safety Auditor or Sr. Road Safety Auditor in minimum 3 road projects of 2/4/6 lane or elevated roads.
- Experience in pedestrian safety and traffic calming and thorough understanding of national/ international guidelines.
- Experience in designing and implementing training on Road Safety will be added advantage
- Knowledge and exposure of National/International code of practice on road safety audit reflecting in his/her CV
- Experience of work zone safety audit assignments or traffic/transport planning is desirable
- Experience in liaising with other interdisciplinary technical specialists in addressing safety issues on infrastructure projects
- Maximum age limit 65 years

9.3.2. Senior Highway cum Road Safety Engineer

- Graduate in Civil Engineering and preferably Post Graduate in Traffic/ Transportation/ Highway/ Road Safety/ related fields.
- Minimum 15years of engineering experience in the road sector.
- Experience of road safety Engineering as Sr. Road Safety Engineer/ Sr. Highway Engineer in minimum 3 road projects with 2/4/6 lane or elevated roads.
- Develop and implement systems for preparation of cost estimates and tender documents for road safety designs
- Experience in pedestrian safety and traffic calming, Traffic Signage and Markings, Traffic Signals, Roundabouts, Variable Message Signing, Pedestrian Facilities, Management, and Accommodations in Construction Areas, Non-motorized transport facilities, Traffic Signal Design and Coordination and thorough understanding of national/ international guidelines.
- Experience in designing and implementing training on Road Safety will be added advantage.
- Knowledge and exposure of National/International code of practice on road safety audit through his/her CV

- Experience of work zone safety audit assignments or traffic/transport planning is desirable.
- Maximum age limit 65 years

9.3.3. Traffic Engineer Cum Road Safety Engineer

- Graduate in civil engineering
- Post graduate in Engineering (Highway/Transportation/Traffic Engineering) is desirable.
- Minimum 10 years' experience in the highway sector. At least 5 years of hands-on experience in traffic, pavement including experience in design road intersections, traffic management plans, traffic calming measures
- Experience of minimum 3 highway projects/major urban road projects as Traffic Engineer in highway/urban roads project DPR/ supervision.
- Experience as Road safety Engineer having completed minimum three projects

9.3.4. Structural/Bridge Engineer

- Graduate in Civil Engineering
- Post Graduate in Structures is desirable.
- Road Safety audit certificate is preferable.
- Minimum 10 years of general experience
- Minimum ten years experience in design of culverts, bridges, under passes, RoB's , RUBs/interchanges or any other structures and rehabilitation of structures etc
- Completion of minimum 3 projects in design of culverts, bridges, under passes, RoB's , RUBs / interchanges or any other structures and rehabilitation of structures etc

9.3.5. Quantity Engineer

- Graduate in civil engineering.
- Minimum 10 years of experience in highway sector.
- Minimum 8 years of experience in Quantity Surveying and topographic surveys for at least two highway projects. Should be well versed with industry standard quantity calculation tools like Road Estimator, etc.
- Must have thorough understanding of MoRT&H Data Book and specifications, market surveys, measurements, rate analysis, preparations of bills, schedules of quantities, contract documents etc.

9.4. Consultant shall propose non-key professionals as they deem fit for the assignment.

9.5. Consultant shall propose support staff as per the requirement for the assignment.

ANNEXURE – I

LIST OF SELECTED STATE HIGHWAYS

Sl.N o.	Name of the District	Name of the Road	SH No.	Chainages		Length of the route (In Kms)	Remarks
				From	To		
1.	Srikakulam	Calingapatnam – Srikakulam - Parvathipuram Road	SH001	0.00	90.00	90.0	
2.	Vizianagaram	Chilakalapalem – Rambhadrapuram- Rayagada Road	SH004	0.00	130.00	130.0	
3.	Visakhapatna m	Bheemunipatnam to Narsipatnam Road	SH009	0.00	109.00	28.60	Excluding the reaches covered under NDB.
4.	Visakhapatna m	Yellamanchili- Gajuwaka Road	SH157	0.00	33.20	33.2	
5.	East Godavari (Kakinada to Jonnada Road comprising of the 6 stretches for a length of 53.50 Km)	Kakinada to Penuguduru road (KANF Road)	SH014	1.00	7.20	6.2	
		Ramachandrapuram to Penuguduru road	SH197	20.80	2.8	18.0	
		Ramachandrapuram Bypass	SH197	4.60	0.20	4.4	
		Dwarapudi-Yanam Road	SH206	16.00	5.70	10.3	
		Mandapeta Bypass Road	SH206	0.00	4.27	4.27	
		Mandapeta to Jonnada Road	SH218	3.60	13.93	10.3	
6.	West Godavari	Martair to Prakkilanda Road	SH022	0.00	63.00	63.0	
7.	West Godavari & Krishna	Bhimavaram to Gudivada Road	SH019	0.00	21.00	21.0	
			SH019	21.00	50.00	29.0	
8.	Krishna	Gudivada to Kankipadu	SH243	0.00	25.00	7.6	Excluding the reaches covered under NDB
9.	Krishna	Nuzvidu-Mylavaram Road (overlap Km 23.410 to 23.810 = 0.400	SH207	0.00	24.55	24.15	
10.	Guntur	Guntur to Chirala Road	SH040	0.00	64.00	64.0	
11.	Prakasam	Podili to Vinukionda Road	SH042	0.00	44.00	44.0	
12.	Nellore	Naidupet to Rapur Road	SH397	0.00	41.00	41.0	
13.	Kurnool	Kurnool to Bellary Road via Kodumuru. Aluruupto AP border	SH027	0.00	102.00	102.0	
14.	Kadapa	Rajampeta-Kadiri- Thumukur Road	SH059	0.00	94.00	78.0	Excluding the reaches

							covered under NDB
15.	Kadapa	Rajampeta-Gudur- Duggairajapatnam Road	SH371	0.00	43.00	43.0	
16.	Ananthapur	Kadiri to Hindupur	SH061	0.00	86.00	86.0	
17.	Chittoor	Puttur to Sathyavedu Road	SH067	0.00	57.00	57.0	
TOTAL						995.0	

No.RW/NH-29012/1/2015-P&M(RSCE) Dated: 20 05, 2016

OFFICE MEMORANDUM

For improving road safety on National Highway Ministry has decided to implement Road Safety Audits either through contract conditions of EPC/BOT contracts or through deployment of separately procured road safety audits to take up remedial measures to the identified safety concerns. In this regard, guidelines have been issued earlier vide ministry's OM of even number dated 09.11.2015 and 14.01.2016.

4. To facilitate procurement of consultancy services for carrying out road safety audits a Draft RFP document has been prepared and enclosed as e mail attachment in soft copy and PDF forms. The specific details related to particular State / UT and the stretches / Stages of audit to be carried out need to be filled in draft document can also be modified suitably to suit the particular requirement of auditing the stretches in each specific case is required. The audits can be carried out for the existing stretches where no DPRs are prepared for improvement projects or can be carried out at DPR stage where the DPRs have been prepared for development of the stretches under consideration. Services for audits at subsequent stages can also be procured using the above draft document with suitable modifications for all these stages of audits.
5. A few stretches (say 3 to 4 in the first phase) of National Highways of about 40-50 km each may be selected for taking up the audit. Selected stretches with brief justification for their selection may be mailed on priority to the Ministry for concurrence before proceeding further for procuring auditing services. Even if separate bids are invited for consultancy services for road safety audit of different stretches, combined proposal based on selected bidder's quotation may be forwarded to Ministry for sanction. After sanction, the audits on different stretches can be simultaneously got implemented so that the audits are completed in minimum time.
6. It is requested that immediate necessary action as above may be taken. The details of selected stretches may be furnished by mail (ce.rsce.morth@gmail.com) to the Road Safety Cell (Engineering) latest by 30th may 2016.

Enclosure: As above

(Neerav Punjabi)
Asst. Executive Engineer

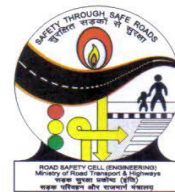
For Director General (Road Development) & SS.

To
Chief Engineers (NH) of all the states/UTs.
Copy to. Regional Officers of MORTH with a request to pursue the above



सत्यमेव जयते

भारत सरकार
Government of India
सड़क परिवहन और राजमार्ग मंत्रालय
Ministry of Road Transport & Highways
परिवहन भवन, 1 संसद मार्ग, नई दिल्ली - 110001
Transport Bhawan, 1 Parliament Street, New Delhi- 110001



No. RW/NH-29012/1/2015/P&M(RSCE)

Dated: 14.01.2016

Office Memorandum

Sub: Road Safety Audits/Supplementary road Safety Audits on National Highways/Expressways- guidelines regarding.

Road Safety Audits (RSA) are essential for improvement of road safety and prevention of accidents. Audits are required at all stages, be it feasibility, design, construction or pre-opening. Audits are also to be carried out on existing NHs and for improvement projects.

2. The audits are to be carried out objectively and the recommendations made with sufficient reasoning based on relevant data/information. However, it is often found that Detailed Project Reports (DPRs) prepared for improvement projects are lacking in some of the data/ details required for supporting the recommendations of the road safety audit. Similarly, the road safety audits on National Highways where, improvement projects are not recently completed or DPRs for such projects are not prepared need base maps and basic details required for carrying out the audits.

3. The Manual on Road Safety Audits i.e., IRC:SP-88-2010 (or any latest revision of this document) is a basic document covering various aspects of road safety audit including audit process, principles for safe road design, check lists for guidance of auditors etc. However in view of different aspects detailed in para 2 above, which are specific to the Indian scenario, the following additional guidelines need to be followed while carrying out the road safety audits on NHs:

3.1 Road safety audit report should give safety concerns & recommendations with full reasons and explanation to enable informed decision making regarding safety.

3.2 Basic data pertaining to site /traffic /regional development is required to make recommendations to address various safety concerns. However, in case such data is not available in Detailed Project Reports (DPRs)/Feasibility Reports (FRs), such data collection shall be the responsibility of the audit team and considered part of road safety audit (Detailed data required for design of recommended facilities need not be collected as part of road safety audit).

3.3 The road safety audits shall be carried out for each Km (Km-wise) covering all aspects of road safety related to road/road environment so that, no significant safety concerns are left unnoticed.

3.4 Adequate time period may be given to the audit team for carrying out detailed audit, bringing out all the safety concerns/recommendations collecting additional data/ information through requisite survey/ investigations. The copies of the DPR/other details available with client in respect of the stretch for which the audit is proposed should be made available to the prospective audit teams at the time of

Page 1 of 5

सभी पत्र सचिव, भारत सरकार, सड़क परिवहन और राजमार्ग मंत्रालय, को उनके नाम पर नहीं बल्कि पद के पते पर भेजे जाने चाहिए। तार : "ट्रांसपोर्ट"
All communication should be addressed to the Secretary to the Government of India, Ministry of Road Transport & Highways, by title NOT by name. Telegram : "TRANSPORT"

inviting the proposals for the audit to enable them assess the requirement of resources for carrying out the audit comprehensively as brought out in these guidelines.

3.5 Commencement meeting and completion meeting with road authorities / design team by the audit team are compulsory for all road safety audits so that, project context and audit concerns are well understood by both audit members & design team / road authorities repressively.

3.6 Draft audit report and its recommendations may be discussed in the completion meeting before the audit report is submitted to road authority taking due care that it does not influence the audit team too much, vitiating the independence of the audit process. Only the project context and safety concerns in general may be discussed in the commencement & completion meetings respectively.

3.7 Reasoned / well explained audit report should be submitted to the road authorities (client for the road stretch).

3.8 On the audit report submitted by the audit team, Client should furnish a "Client response" to audit team after thoroughly considering the audit observations / recommendations.

3.9 On receipt of Client response, audit team should furnish back to client a consolidated "Client response" together with "Audit observations on client response" as a supplementary to audit report which would be treated as part of the audit report. This approach ensures independence / impartiality/objectivity of the entire exercise of road safety audit.

3.10 Different aspects of traffic/socio-economic parameters specific to Indian conditions should be duly taken into account while identifying safety concerns and while making audit recommendations.

3.11 In recommending remedial measures to the identified safety concerns by the audit, scope of the project, its cost range and other improvement projects in contemplation on the stretch under consideration should be duly considered.

3.12 Pre-opening stage audit may be considered as the 'Road safety audit to be mandatorily carried out before officially declaring the commencement of commercial operations on a newly constructed / newly improved road of specified size specified by the road authority '. The Road authority concerned should formally declare commencement of commercial operations on a newly constructed/improved road after ensuring that a road safety audit is carried out and the identified safety concerns are suitably addressed.

3.13 In case of safety audit of existing roads where no major improvement/capacity augmentation is neither in progress nor is in contemplation, essential traffic data / accident data/site condition data / regional development data which are required to make recommendations on a sound basis need to be collected by the audit team to the extent those are not available in the recent reports (where the data from other recent reports is used the source is to be clearly mentioned). Base map



(plan/profile) with all details of existing road & road environment is to be prepared and used for carrying out road safety audit. This base map will be part of audit report of the road safety audit of the existing road.

3.14 At least one road safety audit is to be mandatorily carried out preferably at design stage (DPR Stage) for all capacity augmentation projects of 5km length or more. In case the RSA is not carried out at design stage due to any constraints, the RSA carried out at a subsequent stage should cover the design related aspects also i.e., it should be a combined RSA covering DPR Stage and the subsequent stage under consideration. Such requirements are to be clearly specified by the client while procuring Road safety audit.

3.15 For capacity argumentation projects of 50 km or more there should be one RSA at DPR stage and one at pre-opening stage.

3.16 For expressways, all 4 stage audits are mandatory (FR stage/ DPR stage/during construction/pre-opening).

3.17 For special or complex projects where the road authority considers it appropriate, road safety audits at different stages including 'During construction' can be carried out.

3.18 In case of BOT/DBFOT/EPC projects where the standard contract documents contain more stages of road safety audits than the above stated minimum, the provisions about stages of audit in the respective standard documents would prevail.

3.19 Composition of audit team for different sizes of projects, their qualifications should be explicitly included by the Road authority while inviting audit proposals for Road Safety Audits. Minutes of the commencement & completion meetings of Road Safety Audit are to be prepared by the audit team and are to be made part of the audit report.

3.20 The road safety audit is an important and serious activity which is vital for enhancing road related safety of all categories of road users and should bring out issues related to guiding/ persuading the road users into desirable ways of on-road behavior through design.

3.21 Towards making the road safety audit, a serious, carefully carried out task, the audit team including the team leader should record a Certificate as per the following format at the end of the audit report and 'initial' all pages of audit report. Format of certificate is as below:

I, [Name], team leader of the Road safety audit team of the stretch of road [Name of the road stretch] along with other members of audit team whose signatures are appended below have carried out the road safety audit at [..... Stage] of the above road stretch with due diligence and brought out safety concerns and recommendations to address those concerns in the above road safety audit report. I, along with my audit team members trust and believe that the road stretch shall be safe for use of all categories of road users expected to use this stretch after the audit recommendations given in the audit report are implemented.




<p>Audit Team Member -1</p> <p>Name:-.....</p> <p>Contact Details:-.....</p> <p>Dated:-</p>

<p>Audit Team Member -2</p> <p>Name:-.....</p> <p>Contact Details:-.....</p> <p>Dated:-.....</p>
--

<p>Audit Team Member-3</p> <p>Name:-.....</p> <p>Contact Details:-.....</p> <p>Dated:-.....</p>

<p>Team Leader</p> <p>Name:-.....</p> <p>Contact Details:-.....</p> <p>Dated:-.....</p>

4. This issues with the approval of competent authority. This may be circulated to all concerned.


 (Ravi Prasad)
 Chief Engineer (Road Safety)

To,

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

Copy to:

1. All Technical Officers in the Ministry of Road Transport & Highways

2. All ROs and ELOs of the Ministry
3. The Secretary General, Indian Roads Congress
4. The Director, IAHE
5. Technical circular file of S&R (R) Section
6. NIC-for uploading on Ministry's website under "What's new" and "Road safety cell (Engineering)"

Copy for kind information to:

1. PS to Hon'ble Minister (RTH&S)
2. PS to Hon'ble MOS (RTH&S)
3. Sr. PPS to Secretary (RT&H)
4. PPS to DG (RD) & SS
5. PPS to SS&FA
6. PS to ADG-I/ ADG-II
7. PS to JS (T)/ JS (H)/ JS (LA&C)/ JS (EIC)



Appendix II

(Form-I)

TECHNICAL PROPOSAL

FROM:

TO:

Sir:

Subject: Hiring of Consultancy Service for

Regarding Technical Proposal

I/We _____ Consultant/ Consultancy firm herewith enclose
Technical Proposal for selection of my/our firm/organization as Consultant for
_____.

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

FIRM'S REFERENCES**Relevant Services Carried out in the Last Five Years**
Which Best Illustrate Qualifications of the firm

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client stated below:

Assignment Name:		Country:
Location within Country :		Professional Staff Provided by your firm:
Name of Client :		No. of Staff :
Address :		No. of Staff Months :
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services : (in INR) :
Name of Association Firm(s) if any :		No. of Months of Professional Staff provided by Associated Firm(s)
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project :		
Description of Actual Services Provided by your Staff :		

Signature of Authorised Representative

(Certificate from Client regarding experience should be furnished)
(Eligible Projects: Road Safety auditing projects of NH/SH of length.....or more or DPR preparation projects of NH/ SH of length.....or more.)

(Form-III)

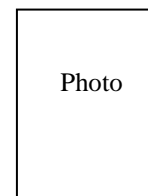
NAME OF CONSULTANT:

APPROACH PAPER ON METHODOLOGY
PROPOSED FOR PERFORMING THE ASSIGNMENT

The approach and methodology will be detailed precisely under the following topics.

- 1) Methodology for services including surveying, data collection[not more than ½ of a page] and analysis
 - 2) Quality Assurance system for consultancy assignment[not more than ½ of a page]
 - 3) Composition of the team/ manning schedule / work program [not more than ½ of a page]
-

(Form-IV)



Photo

Format of Curriculum Vitae (CV) For Proposed Key Staff

1. Proposed Position:

2. Name of Staff:

3. Date of Birth : _____ (Please furnish proof of age)

4. Nationality:

5. Educational Qualification:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please furnish proof of qualification)

6. Membership _____ of _____ Professional _____ Societies:

7. Publication:

(List of details of major technical reports/papers published in recognized national and international journals)

8. **Employment Record:**

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience ***period of specific assignment must be clearly mentioned***, also give client references, where appropriate).

9. Summary of the CV

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

A) Education:

- i) Field of Graduation and year
- ii) Field of post graduation and year
- iii) Any other specific qualification

B) Experience

- i) Total experience in highways: _____ Yrs

- ii) Responsibilities held :
- i) _____ Yrs.
- ii) _____ Yrs.
- iii) _____ Yrs.

iii) Relevant Experience : _____ Yrs.

C) Permanent Employment with the Firm (Yes/No):

If yes, how many years:

If no, what is the employment:

Arrangement with the firm ?

Certification :

- 1 *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of my assignment on the project*
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself my qualification and my experience.

Signature of the Candidate _____

Place _____

Date _____

Signature of the Authorized Representative of the firm _____

Place _____

Date _____

Note: Each page of the CV shall be signed in blue ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.

UNDERTAKING FROM THE PROFESSIONAL

I, (Name, Address and mobile no.) have not left any assignment with the consultants engaged by MORTH/ NHAI/ PWD for any continuing works of MORTH/ NHAI/ PWD without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the completion of the work, Client would be at liberty to debar me for an appropriate period to be decided by MORTH. I have also no objection if my services are extended by Client for this work in future.

(Signature of key personnel)

UNDERTAKING FROM CONSULTING FIRM

The undersigned on behalf of (name of consulting firm) certify that Shri.....(name of the proposed personnel and address) to the best of our knowledge has not left his assignment with any other consulting firm engaged by MORTH /NHAI for the ongoing projects. We understand that if the information about leaving the past assignment with MORTH /NHAI/ PWD without completing his assignment is known to Client,

the latter would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by Client.

(Signature of Authorized Representative of Firm)

(Form-V)

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

Sl. No.	Description of activity *	Names of auditors involved	Time schedule in weeks starting from commencement to completion
1			
2			
3			
4			
...			
....			

* like commencement meeting, (field survey and base map preparation, if applicable), other investigations/ studies, field observations in day/ night conditions, completion meeting, submission of Road Safety Audit report along with complete survey details, base maps, data etc. , submission of auditor's response on client's observations/ views on audit recommendations.

Appendix III

(Form-I)

FINANCIAL PROPOSALS

FROM:

TO:

Sir:

Subject: Hiring of Consultants' Services for

'Regarding Price Proposal'

I/We_____ Consultant/consultancy firm herewith
enclose *Price Proposal for selection of my/our firm/organization as Consultant for Rs
_____(Rupees)

Yours faithfully,

Signature_____

Full Name_____

Designation_____

Address_____

(Authorized

Representative)

***The Financial proposal is to be filled strictly as per the format given in RFP.**

(Form-II)

Format of Financial Proposal
Summary of Cost in Indian Currency (INR)

No.	Description	Amount (INR.)
	<u>Local Consultants</u>	
I	Remuneration for Local Staff (inclusive of per diem allowance)	
II	Sub-professionals & Supporting Staff (inclusive of per diem allowance)	
III	Transportation	
IV	Duty Travel to Site including mobilization and demobilization	
V	Accommodation including office furniture/ equipments (on rents basis)	
VI	Office Supplies, Utilities and Communication and other consumables including reports and Document Printing	
VII	Surveys & Investigations	
	Total cost net of GST**	
	Service Tax/GST	
	TOTAL COSTS (Including GST)	

** Total Cost Net of Service Tax shall be considered for financial evaluation

Note: No escalation will be payable during the services

Insurances shall not be allowed separately .These will be incidental to main items.

(Form-III)

Estimate of Local Currency Costs

I. Remuneration for Local Staff (including per diem allowance)

S.No.	Position	Name	Rate	Staff-months	Amt.
	Professional Staff				
1	Team Leader –cum- Road Safety Auditor				
2	Sr Highway cum Road Safety Engineer				
3	Traffic Engineer – cum- Road Safety Engineer				
4	Structural/Bridge Engineer				
5	Quantity Engineer				
	Sub-Total:				
	Sub-professional & supporting staff	(To be assessed by Consultant as per requirement of assignment)			
1					
2					
3					
4					
	Sub-Total:				
	TOTAL				

II. Transportation (Fixed costs)

S.No	Description	Qty. (No. of vehicles)	Nos. of months	Rate/ Month	Amount
1	The vehicles provided by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc.				
	Total				

III. Duty Travel to Site (Fixed Costs)

Person-trips	Nos.	Rate	Amount

IV. Accommodation costs including office furniture/ equipments on rental basis)

<u>No. of months</u>	<u>Rate</u>	<u>Amount</u>
-------------------------------	----------------------	------------------------

V. Office Supplies, Utilities and Communication and other consumables including reports/ document printing etc.

LS- In Rs.

VI. Survey and Investigations**A. Topographical Survey (Fixed Rate)**

Item	Kms	Rate per Km (Rs.)	Amount (Rs.)
Topographic Survey including hire charges for equipment (GPS, Total Station, Auto Level etc.,) and supply of survey Teams comprising of project survey filed staff etc. inclusive of cost of materials , labourer and construction of Bench mark, (satellite imaginary, aerial photogrammetry if considered necessary), preparation of drawings etc. complete for identified deficiencies/black spots.			

B. Investigations (Fixed cost)

Other studies/ investigations : LS- In Rs.

A + B = Rs.....

CONTRACT AGREEMENT

Between

**Chief Engineer (R&B) SH &
Managing Director, APRDC,
Vijayawada**

Govt. of Andhra Pradesh

And

.....

For

.....

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Appendix B: Consultants' Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.

Appendix C:Hours of work for Consultants' Personnel

Appendix D:Duties of the Client

Appendix E:Cost Estimate

Appendix F: Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I: Format for Bank Guarantee for Performance Security

Appendix J : Reply to queries to the Applicants

Appendix K : BID SECURITY (BANK GUARANTEE)

CONTRACT FOR CONSULTANTS' SERVICES

Consultancy Services for conducting Road Safety Audit, identification of deficiencies/ black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of

Agreement No.

This CONTRACT (hereinafter called the "Contract") is made on the day of the month of, between, the Chief Engineer(R&B), SH & Managing Director, AP Road Development Corporation, Vijayawada, for and on behalf of Governor of Andhra Pradesh (hereinafter called the "Client") on the one hand and,on the other hand,(hereinafter called the "Consultants" which expression shall include their respective successors and permitted assigns).

WHEREAS

(A)the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");

(B)the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of contract (hereinafter called "SC");
- (c) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B: Consultants' Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various report.

Appendix C:Hours of work for Consultants' Personnel

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Appendix G: Copy of letter of invitation

Appendix H: Copy of letter of acceptance

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix-J: Reply to Queries of the Applicants

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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.

FOR AND ON BEHALF OF Witness
(Client.....)

1. Signature.....
Name
Address.....

By
.....2. Signature.....
Name.....
Address.....

FOR AND ON BEHALF OF Witness
(Consultant)
1. Signature.....

Name.....

By Address.....
.....
2. Signature.....
Name.....
Address.....

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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 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 and effect pursuant to Clause GC 2.1;
- (d) “foreign currency” means any currency other than the currency of the Government;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of Andhra Pradesh;
- (g) “local currency” means the currency of the Government;
- (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) “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (j) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (l) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) “Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

1.2 **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 **Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 **Heading**

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 **Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 **Location**

The Services shall be performed at such locations as are specified in **Letter of Acceptance** to and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

1.8 **Authority of Member in Charge- Deleted**

1.9 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials/ representatives of parties so authorized as specified in the SC.

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2.COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of issuing Client's notice to the Consultants instructing the Consultants to begin carrying out the Services may be called effective date hereinafter. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' 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, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services within such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, 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 the SC.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 8.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's

performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period

for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than fifteen (15) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

2.9Termination

2.9.1 By the Client

The Client may, by not less than fifteen (15) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than thirty (30), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may, by not less than fifteen (15) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 9 hereof within thirty (30) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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 the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel and agents of the Consultants and any Sub-consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-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.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or 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 or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client,

insurance against the risks, and for the coverage, as shall be specified in the Special Conditions (SC), and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (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 Consultants' 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 audited by auditors appointed by the Client.

3.7 Consultants' Actions requiring Client's prior Approval

The Consultants 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 Appendix B;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant 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 Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in **Appendix A** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in soft and hard copies in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the SC.

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants 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 Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4. CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Description of Personnel

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

4.3 Approval of Personnel

The Key Personnel listed by title as well as by name in Appendix B are hereby approved by the Client. The consultants 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.

4.4 Working Hours, Overtime, Leave, etc.

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

4.5 Removal and/or Replacement of Personnel

- (a) During an assignment, if substitution is unavoidable, the consultants shall forthwith provide as a replacement a 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.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to him.
- (c) The assignment being a short duration one, client will not consider any substitution of key personnel. However, in exceptional circumstances if the key personnel are to be replaced by consultants the remuneration for key personnel shall be reduced by 25% except in case of death/ extreme medical ground. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. For total replacement beyond 66% of the total key personnel, the Client may initiate debarment proceedings so as to debar such consultant for future projects for a period of 6 months to 24 months
- (d) If the team leader or any other key personnel/ specialist considered pivotal to the project is replaced, the substitute may be interviewed by Client to assess their merit and suitability.
- (e) If any member of the approved team of a consultant engaged by Client leaves that consultant before completion of the job, he should be barred for a period of 6 months to 24 months from being engaged as a team member

of any other consultant working (or to be appointed) for any other MORTH projects.

(f) Deleted

4.6 Resident Project Manager

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5.OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- (c) facilitate prompt clearance through customs of any property required for the Services;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Subconsultants or the Personnel of either of them.

5.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by

agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b),

5.4 Services, Facilities and Property of the Client

The client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6.1 hereinafter.

5.5 Payment

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

6. PAYMENT TO THE CONSULTANTS

6.1 Cost Estimates

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

6.2 Currency of Payment

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

6.3 Mode of Billing and Payment

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

- (a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a

bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and **ii) in such form as the Client shall have approved in writing.**

(b)Payment Schedule

The Consultant will be paid stage-wise as shown below.

Deliverable No.	Description of Deliverables	No of Copies	Cumulative Months	Payment as % of Contract Amount
D 1	Inception Report	6	1	10%
D2 -1	Road safety audit report (consolidated for each road separately) for at least 50% of Roads	6	3	20%
D2 -2	Road safety audit report (consolidated for each road separately) for remaining roads	6	4	20%
D3-1	Supplementary Road safety audit report (consolidated for each road separately) for approx. 50% of roads.	6	4	5%
D3-2	Supplementary Road safety audit report (consolidated for each road separately) for remaining roads	6	5	5%
D4	DPRs for the road safety works for important & identified deficiencies/ black spots including Traffic Management and Safety plans for at least 50% of roads	6	5	15%
D4	DPRs for the road safety works for important & identified deficiencies/ black spots including Traffic Management and Safety plans for remaining roads	6	6	15%
E1	Final Road safety Audit report	8	6	10%

- (c) No payment shall become eligible for the next stage till the consultant completes to the satisfaction of the client the work pertaining to the preceding stage.
- (d) The Client shall cause the payment to the Consultants in Para 6.3 (b) above as given in schedule of payment within twenty (20) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date except in case of arbitration and subject to other relevant clauses of the agreement.
- (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory thirty (30) calendar days after receipt of the final report and final statement by the Client unless the Client, within such thirty (30) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (f) All payments under this Contract shall be made to the account of the Consultants specified in the SC.
- (g) The Contract Amount specified in clause 6.1(b) shall correspond to the Consultancy services to be delivered for 995 Kms. In case of any reduction in the length of the road the contract amount shall be reduced proportionately and payments will be made accordingly as per clause 6.3 (b)

7. Responsibility for Accuracy of Project Documents

7.1 General

- 7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.
- 7.1.2 The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs/ documents and drawings noticed and the Client shall bear no

responsibility for the accuracy of the designs/ documents and drawings submitted by the Consultants.

- 7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

7.2.Retention Money

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after thirty (30) days of payment of final bill.

7.3 Penalty

7.3.1Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Client

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.4.2 Warning / Debarring

In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the *scrutiny involving time and cost overrun and adverse effect on reputation of Roads and Buildings Department, Govt of A.P* other penal action including **reduction in payment and/or debarring for certain period may also be initiated** as per policy of Govt. of A.P.

8.FAIRNESS AND GOOD FAITH

8.1Good Faith

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

8.2Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if

during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9.SETTLEMENT OF DISPUTES

9.1Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract 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 the SC.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions

1.1(a) The words “**in the Government’s country**” are amended to read “**in INDIA**”

1.4 The language is: **English**

1.6.1 *The addresses are:*

***For the Client : Chief Engineer (R&B) SH,
Managing Director, APRDC,
State HoDs Building, M.G Road,
Labbipet, Vijayawada-520 010,
Andhra Pradesh.***

For the Consultants:

.....

Attention:

1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes, 24 hours following confirmed transmission.
- (c) In the case of telegrams, 24 hours following confirmed transmission; and
- (d) In the case of facsimiles, 24 hours following confirmed transmission.

- Not Applicable-

1.9 The Authorized Representatives are:

For the Client :

.....,
.....,
.....

For the Consultant:

.....
.....

1.10 The Consultants and their personnel shall pay all taxes (including service tax), custom duties, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Client / Consultant, as appropriate. The Consultant will remit service tax monthly or as applicable under the law and seek reimbursement from Client.

2.1 **The effectiveness conditions are the following:**

- a) *The contract has been approved by competent Authority*
- b) The consultant will furnish within 15 days of the issue of Letter of Acceptance, an unconditional Bank Guarantee from the Scheduled Banks / Nationalized Banks for an amount equivalent to **5 %** of the total contract value to be received by him towards performance *Security valid for a period of 2 years beyond the date of completion of services. The Bank Guarantee will be released upon 2 years after completion of services provided, rectification of errors, if any, found in the reports/ recommendations of Road Safety audit and satisfactory report by Client in this regard is issued.*

2.2 *The time period shall be “2 months” or such other time period as the parties may agree in writing.*

2.3 The time period shall be “seven days” or such other time period as the parties may agree in writing.

2.4 *The time period shall be 2 **months** or such other time period as the parties may agree in writing.*

3.4 Limitations of the Consultant's Liability towards the Client

- a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to the damage caused by the Consultants to the Client's property, shall not be liable to the Client
 - (i) for any indirect or consequential loss or damage; and,
 - (ii). for any direct loss or damage that exceeds; (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- b) The Limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

3.5 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.

(b) *Third Party liability insurance with a minimum coverage, for Rs.2,00,00/- for the period of consultancy.*

(c) (i) *The Consultant shall provide to Chief Engineer (R&B) SH & MD, APRDC, Vijayawada Professional Liability Insurance (PLI) for a period of one years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.*

(ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR **(B)** the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **(A) or (B) is higher.**

iii) The policy should be issued only from an Insurance Company operating in India.

iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.

v) *The Consultant does not cancel the policy midterm without the consent of The insurance company may provide an undertaking in this regard.*

(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

4.6 The person designated as Team Leader cum Road Safety Auditor in Appendix B shall serve in that capacity, as specified in Clause 4.6.

6.1 (b) *The ceiling amount in local currency is **Rs..... Excluding G.S.T***

6.3(a) No advance payment will be made.

6.3(e) The interest rate is : @ 12% per annum

6.3(f) **The account is :**

9.2 Disputes shall be settled by arbitration in accordance with the following provisions:

9.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 9.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

9.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

9.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

9.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 9.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Vijayawada.
- (b) the English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the Parties.]
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- (d) The amount payable per Arbitrator in Arbitration clauses shall be as per Arbitration and Reconciliation Act as prevalent.

In exceptional cases, such as cases involving major legal implications/ wider ramifications/ higher financial stakes etc., a special fee structure could be fixed in consultation with the Contractor/ Supervision Consultants and with the specific approval of the MORTH before appointment of the Arbitrator,

Appendix A

Terms of reference containing, inter-alia, the Description of the Services and Reporting Requirements

Appendix B

Consultants' Sub-consultants, Key Personnel and Sub Professional Personnel

Appendix C

Hours of work for Consultants' Personnel

As per applicable laws.

Appendix D

Duties of the Client

As per the terms of contract agreement

Appendix E

Cost Estimate

Appendix F

Minutes of Financial/ Contract Negotiations with the Consultant

Appendix G

Copy of letter of invitation

Appendix H

Copy of letter of acceptance

Appendix – I
Format for Bank Guarantee for Performance Security

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Governor of Andhra Pradesh represented by Chief Engineer (R&B) SH & MD, APRDC, Room No-502, State HoDs Buidling, M.G Road, Labbipet, Vijayawada – 520010..

In consideration of “Governor of Andhra Pradesh represented by Chief Engineer (R&B) SH & MD, APRDC (hereinafter referred as the “Client” which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) *having awarded to M/s.....having its office at (hereinafter referred to as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement no. / Letter of Acceptance No. dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../(Rupees.....) excluding service tax for “Consultancy Services for conducting Road Safety Audit, identification of deficiencies/ black spots and submission of DPR for rectification measures for developing into District Demo Corridors on the selected State Highways in the state of Andhra Pradesh”. as more specifically indicated in Annexure-I of Letter of Invitation No..... dated..... (hereinafter called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs./(Rupees.....).*

We,having registered office at, a body registered/constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs.(Rupees.....) as aforesaid at any time up towithout any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on

the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

We, (indicate the name of the bank) also undertake not to revoke this Guarantee during its currency except with previous consent of Client in writing.

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

- (i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
- (iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

Appendix J : Reply to Queries of the Applicant

Appendix – K
BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the consultancy services in respect of _____ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ [name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto Chief Engineer (R&B) SH & Managing Director, APRDC [name of Client] (hereinafter called "the Client") in the sum of Rs.2,50,000/-for which payment will and truly to be made to the said Client the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are :

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

(2) If the Bidder having been notified the acceptance of his bid by the Client during the period of Bid validity :

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
- (c) does not accept the correction of the Bid Price pursuant to evaluation of bid.

We undertake to pay to the Client up to the above amount upon receipt of his first written demand, without the Client having to substantiate his demand, provided that in his demand the Client will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 165 days after deadline for submission of Bids as such deadline is stated in the Data Sheet or as it may be extended by the Client, notice

of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

_____ SIGNATURE

WITNESS _____ SEAL _____

[Signature, name and address]

* 45 days after the end of the validity period of the Bid. Date should be inserted by the Client before the Bidding documents are issued.