REQUEST FOR PROPOSAL (RFP)

PROCUREMENT OF SAFETY CONSULTANT

FOR

PROVIDING CONSULTANCY SERVICES TO CONDUCT SAFETY AUDIT ON STATE HIGHWAYS AND MDR UNDER THE JURISDICTION OF PUBLIC WORKS CIRCLE, NAGPUR IN NAGPUR DISTRICT (2nd Call) (MAHARASHTRA STATE)
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E-TENDER NOTICE

Online digitally signed tenders of below mentioned works are invited by EXECUTIVE ENGINEER DIV NO II UNDER JURISDICTION OF PUBLIC WORK CIRCLE Nagpur from reputed and experienced consultants. The Bid Documents are available on the official website PWD from 01.03.2017

<table>
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<th>Description of work</th>
<th>Providing Consultancy Services to Conduct safety Audit on State Highways and MDR Under the Jurisdiction of Public Works Circle, Nagpur in Nagpur District. (Maharashtra State) (2nd. Call)</th>
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<td>12 Calendar months</td>
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<td>Cost of Blank Tender</td>
<td>Rs. 10,000/- (Tender Document can only be downloaded from <a href="http://www.mahapwd.com">www.mahapwd.com</a> using Credit/Debit Card/Netbanking)</td>
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<td>4</td>
<td>EMD/Bid security</td>
<td>Rs. 2,50,000/- The Bid Security shall be electronically by RTGS in the account of PWD</td>
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<td>Eligibility Criteria</td>
<td>1) The Bidder should have minimum experience of preparation of detailed project report / feasibility study of 4/6 lanning of aggregate length 60 kms. or 25 kms. of existing BT roads.</td>
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<td>2) The Bidder should have average annual turnover from consultancy business for the last 3 years equal to or more than Rs. 100 lacs (2013-14, 2014-15, 2015-16)</td>
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The Bidders Participating first time in e-Tendering Bids will have to procure Digital Signature Certificate, from competent authorities as per IT Act 2000 and its subsequent amendments. The Bidders will have to register them on https://maharashtra.etenders.in and create a user id and password using which they will be able to access the e-tendering portal.
Tender Schedule- Refer Online schedule on portal https://pwd.maharashtra.etenders.in

<table>
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<th>Seq. No</th>
<th>PWD (GOM)</th>
<th>Vendor Stage</th>
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<td>Opening (if possible)</td>
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<td><a href="https://pwd.maharashtra.etenders.in">https://pwd.maharashtra.etenders.in</a></td>
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<tr>
<td>7</td>
<td>Price Bid</td>
<td>Opening (if possible)</td>
<td>Refer Online schedule on portal</td>
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<td>Opening (if possible)</td>
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<td><a href="https://pwd.maharashtra.etenders.in">https://pwd.maharashtra.etenders.in</a></td>
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**Note:**

Registration on e-tendering portal (https://pwd.maharashtra.etenders.in) closes 30 min before expiry of tender documents download period.

Pre-Bid meeting will be held in at 16:00 hrs on **Dt. 10.03.2017.** at office of **Chief Engineer, Public Works Region, 39/1, Civil lines, Nagpur.**

**EMD Payment:**

Earnest Money Deposit is to be deposited electronically by RTGS in the account of PWD at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

**Details for EMD Payment through RTGS:**

eTendering Portal: [https://pwd.maharashtra.etenders.in](https://pwd.maharashtra.etenders.in)
Notes:

Bidders are required to make payment of Rs. 1,063/- as service provider fees at the time of bid submission. Bidders have to submit Envelope No. 1 (Technical) and Envelope No. 2 (Financial) Online Only.

All requisite information required for the submission of documents is available in the above said website.

If any assistance is required e-Tendering (upload / download) please contact System Integrator (mob. No. 09637406207, Phone No.07122565048

Executive Engineer,
P.W.Division No. 2, Nagpur
Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
GOVERNMENT OF MAHARASHTRA
PUBLIC WORKS DEPARTMENT

INVITATION FOR TENDERS

DETAILED TENDER NOTICE

**NAME OF WORK:** PROVIDING CONSULTANCY SERVICES TO CONDUCT SAFETY AUDIT ON STATE HIGHWAYS AND MDR UNDER THE JURISDICTION OF PUBLIC WORKS DIVISION NO II, NAGPUR (MAHARASHTRA STATE) (2\textsuperscript{nd} Call)

Online percentage rate tenders in prescribed Form are invited by the **Executive Engineer,** **Public Works Division No. 2, Nagpur** for the following work from reputed and experienced consultants. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Estimated Cost (Rupees)</th>
<th>Tender Cost</th>
<th>Earnest Money (Rupees)</th>
<th>Period of Contract</th>
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<tr>
<td>(1)</td>
<td>PROVIDING CONSULTANCY SERVICES TO CONDUCT SAFETY AUDIT ON STATE HIGHWAYS AND MDR UNDER THE JURISDICTION OF PUBLIC WORKS DIVISION NO II NAGPUR (MAHARASHTRA STATE) (2\textsuperscript{nd} Call)</td>
<td>---</td>
<td>Rs 10,000/-</td>
<td>Rs. 2,50,000/-</td>
<td>12 (Twelve) Calendar Months (including monsoon)</td>
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Tender form, conditions of contract, specifications and contract drawings can be downloaded from the eTendering portal of Public Works Department, Government of Maharashtra i.e. https://pwd.maharashtra.etenders.in after entering the details, payment of **Rs. 10,000/- (Rupees Ten Thousand only)** should be paid online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office. Tender acceptance is subject to verification of documents uploaded by the contractor. Uploading of any false information or document by the contractor will result in rejection of bid and action as may deem fit will be taken by the department against the contractor.
TENDERING PROCEDURE:

1.1 A. Blank Tender Forms
Tender Forms can be purchased from the e-Tendering Portal of Public Works Department, Government of Maharashtra i.e. https://pwd.maharashtra.etenders.in after paying Tender Fees via online mode as per the Tender Schedule.

1.2 B. PRE-TENDER CONFERENCE: 5.10.2016

1.2.1 Pre-tender conference open to all prospective tenderers who have downloaded tender form before the date of Pre-tender Conference, will be 24.1.2017 at 16.00 Hrs. in the office of the Chief Engineer Public Works Region, Nagpur wherein prospective Tenderers will have an opportunity to obtain clarifications regarding the work and the Tender Conditions.

1.2.2 The prospective tenderers are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same will be given by the Chief Engineer Public Works Region, Nagpur in writing and this clarification referred to as Common Set of Conditions/Deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderers. The point/points if any raised in writing and/or verbally by the contractor in pre-tender conference and not finding place in C.S.D. issued after the pre-bid conference, is/are deemed rejected. In such case the provision in NIT shall prevail. No individual correspondence will be made thereafter with the contractor in this regard.

1.2.3 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders shall be summarily REJECTED.

1.2.4 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1 & 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

1.2.5 Tenderers should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to http://maharashtra.etenders.in/mah/DigitalCerti.asp and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.

1.2.6 The Tenderers have to make a payment of Rs 1,063/- online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Re-encryption stage of the Tender.

1.2.7 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:
   Landline No. - 020 - 2531 5555 / 56

1.2.8 Tenderers should install the Mandatory Components available on the Home Page of http://maharashtra.etenders.in under the section ‘Mandatory Components’ and make the necessary Browser Settings provided under section ‘Internet Explorer Settings’
1.3 Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department.

https://pwd.maharashtra.etenders.in

A. Pre-requisites to participate in the Tenders processed by PWD:

1. **Enrolment and Empanelment of Contractors on Electronic Tendering System:**
   The Contractors interested in participating in the Tenders of Public Works Department –processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

   After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

   For participating in Limited and Restricted tenders the registered vendors have to apply for empanelment on the sub-portal of PWD in an appropriate class of registration. The empanelment will have to be approved by the respective officer from the PWD. Only empanelled vendors will be allowed to participate in such tenders.

   The Contractors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link Enroll under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

   The bidder who are exempted for EMD shall Select EMD Exempted option under registration category while filling/Editing the online Enrollment form, to avail the EMD exemption in tender process.

2. **Payment for Service Provider Fees:**

   In addition to the Tender Document Fees payable to PWD, the Contractors will have to pay Service Providers Fees of Rs. 1,063/- through online payments gateway service available on Electronic Tendering System. For the list of options for making online payments, the Contractors are advised to visit the link E-Payment Options under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

B. Steps to be followed by Contractors to participate in the e-Tenders processed by PWD

1. **Preparation of online Briefcase:**

   All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid.
The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same. It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to PWD at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

2. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by PWD on the home page of PWD e-Tendering Portal on http://pwd.maharashtra.etenders.in under the section Recent Online Tender.

3. Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

4. Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS, NEFT or payment gateway. For EMD payment, if bidder use NEFT or RTGS then system will generate a challan (in two copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder’s bank.

Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid eTender.

Note:
* Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.
* NEFT/RTGS option will be depend on the amount of EMD.
* Help File regarding use of ePayment Gateway can be downloaded from eTendering portal.
Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of PWD. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

a. The Contractors upload a single document or a compressed file containing multiple documents against each unloadable option.

b. The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.

c. The bid hash values are digitally signed using valid Class – II or Class – III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.

d. After the hash value of bid data is generated, the Contractors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.

e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

5. Close for Bidding (Generation of Super Hash Values):

After the expiry of the cut – off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority. The Tender Authority from PWD shall generate and digitally sign the Super Hash values (Seals).

6. Decryption and Re-encryption of Bids (submitting the Bids online):

After the time for generation of Super Hash values by the Tender Authority from PWD has lapsed, the Contractors have to make the online payment of Rs. 1,063/- towards the fees of the Service Provider.
After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

**Note:** The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

7. **Tender Schedule (Key Dates):**

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column “Contractor Stage” as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

At the sole discretion of the Tender Authority, the time schedule of the tender stages may be extended.

C) **Terms and Conditions For Online-Payments**

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of PWD Maharashtra, hereinafter referred to as “Merchant”, for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service (“Service”) offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through PWD Maharashtra website i.e. http://pwd.maharashtra.etenders.in. Each User is therefore deemed to have read and accepted these Terms and Conditions.

**Privacy Policy**

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User’s permission, as covered in this Privacy Policy.
This Privacy Policy describes Merchant’s treatment of personally identifiable information that Merchant collects when the User is on the Merchant’s website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant’s website or seek voluntary information from the User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender

b) if any of User’s actions on our website violate the Terms of Service or any of our guidelines for specific services, or

c) to protect or defend Merchant’s legal rights or property, the Merchant’s site, or the Users of the site or;

d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant’s website/offerings.

General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/she may register on Merchant’s website and avail the Services.

2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User’s use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the
User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

7. In these Terms and Conditions, the term “**Charge Back**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider’s accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

8. **Refund for fraudulent/duplicate transaction(s):** The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

9. **Server Slow Down/Session Timeout:** In case the Website or Payment Gateway Service Provider’s webpage, that is linked to the Website, is experiencing any server related issues like ‘slow down’ or ‘failure’ or ‘session timeout’, the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

   i.) In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.

   ii.) In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

**Limitation of Liability**

RFP for Providing Consultancy Services to Conduct safety Audit on State Highways and MDR Under the Jurisdiction of Public Works Circle, Nagpur in Nagpur District. (Maharashtra State)
1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/she shall be solely responsible for his/her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

   (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/or

   (ii) any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant’s reasonable control.

**Miscellaneous Conditions:**

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

2. The User agrees, understands and confirms that his/her personal data including without limitation details relating to debit card/credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

3. Although all reasonable care has been taken towards guarding against unauthorized
use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.

4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User’s own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

i. Choose a new password, whenever required for security reasons.
ii. Keep his/ her User ID & Password strictly confidential.
iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User’s password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User’s personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

**Debit/Credit Card, Bank Account Details**

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;

ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;

iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit.
iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

**Personal Information**

3. The User agrees that, to the extent required or permitted by law, Merchant and/or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

4. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

5. In addition to the information already in the possession of Merchant and/or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant’s information privacy policy and to our continued use of previously collected information. By submitting the User’s personal information to us, the User will be treated as having given his/her permission for the processing of the User’s personal data as set out herein.
INVITATION OF PROPOSAL

INTRODUCTION

1. Background

1.1 The GOVERNOR OF MAHARASHTRA acting through PUBLIC WORKS DEPARTMENT (The “Employer”) is engaged in the development and Maintenance of ROADS AND BRIDGES. As part of this endeavor, the Employer intending to conduct Safety Audit through an experienced safety consultants on STATE HIGHWAYS AND MDR.

1.2 With a view to Inviting bids for Road safety interventions for providing a safe environment on the STATE HIGHWAY AND MDR based on the safety audit of the Highways in the State of MAHARSHTRA, the EXECUTIVE ENGINEER DIVISION II NAGPUR (hereinafter called “Authority”) has decided to carry out the Safety Audit through an experienced safety consultant.

1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of an experienced and qualified firm or organization as a “Safety Consultant” for carrying out safety audit of the State Highway in accordance with the safety requirements set forth in the Manual on Road safety (IRC: 88) and all other relevant safety codal provisions and International manuals on safety of highways for preparing the Detailed Report in accordance with the Terms of Reference specified at Schedule-1 (the “TOR”).

1.4 The experienced safety consultants who meet the eligibility criterion set forth in this RFP are eligible only eligible to submit their Technical/Financial proposal and work shall be awarded on Quality cum cost basis which is set forth in this RFP.

1.2 Requests for Proposal
The Authority invites Proposals (the “Proposals”) through http://pwd.maharashtra.etenders.in portal for selection of a Safety Consultant (the “Consultant”) who shall prepare a Detailed Report for a safe environment on the EXIXTING STATE HIGHWAY AND MDR based on the safety audit of the STATE HIGHWAY AND MDR in the State of MAHARSHTRA. The Detailed Safety Audit Report shall include carrying out safety audit of the EXIXTING STATE HIGHWAY AND MDR in accordance with the safety requirements set forth in the Manual on Road safety (IRC: 88) and all other relevant safety codal provisions and International manuals on safety of highways for preparing the Detailed Report in conformity with the TOR (collectively the “Consultancy”). The Consultants are free to suggest methodology, check list, procedure and good International practices as adopted in developed countries in addition to these prescribed by IRC. The Authority intends to select the Consultant from the eligible Consultants in accordance with the procedure set out herein.

The Consultants have to provide four Key Personnel viz., Sr. Road Safety Auditor and Team Leader, Road Safety Auditor / Highway Engineer & Designer cum Dy. Team Leader, Bridge Safety Auditor/Bridge Engineer, Traffic Planner /Engineer).

The indicative list of STATE HIGHWAY AND MDR falling in MAHARSHTRA State is mentioned in Appendix-III of this RFP.
Bidding for all the projects is open to all the consultants. The consultants may apply for only those projects in which they do not find or anticipate conflict of interest as defined in this RFP however they have to field separate team comprising of requisite key personnel for each package.

**Payments will be made on the basis of deliverable and not on man months.** However, for ensuring proper output and deliverables, minimum number of key personnel required for carrying out the task and their experience and qualification has been detailed in this RFP document as well as in the empanelment document.

*The Performance Security to be submitted by the successful bidder will be 5% of the contract value. The Performance Security should be valid for the duration of services plus six months. The conditions regarding award of the work to firms are stipulated in the RFP.*

1.3 **Due diligence by Applicants**
Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the authority and the project site, sending written queries to the authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 **Validity of the Proposal**
The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “PDD”).

1.5 **Brief description of the Selection Process**
The Authority has adopted a two stage selection process (collectively the “Selection Process”) in evaluating the Proposals comprising Technical and Financial Bids to be submitted in two separate sealed envelopes. In the first stage, a Technical Evaluation will be carried out as specified in Clause 3.1. Based on this Technical Evaluation, a list of short-listed Applicants shall be prepared as specified in Clause 3.2.

In the second stage, a Financial Evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined Technical and Financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “Selected Applicant”) while the second ranked Applicant will be kept in reserve.

1.6 **Schedule of Selection Process- As per online**

1.7 **Pre-bid visit to the Site and inspection of data**
Prospective Applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days notice to the Nodal Officer specified below:
*The Executive Engineer, PUBLIC WORKS Division II, Nagpur MAHARSHTRA State.*

2. **INSTRUCTIONS TO APPLICANTS**
I. **GENERAL**

2.1 **Scope of Proposal**

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an Applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy for this nature of work as empanelled by MoRT&H, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 **Key Personnel** - The consultancy team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities are specified below:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Position</th>
<th>Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Senior Road Safety Auditor-cum-Team Leader</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Road Safety Auditor cum Highway Engineer - Dy. Team Leader</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Traffic Planner/Engineer</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>4</td>
</tr>
</tbody>
</table>

(i) **Sr. Road Safety Auditor-cum-Team Leader:**

**Essential Qualifications:**

a. Graduate in Civil Engineering from Recognized University or equivalent.

b. Minimum 15 years of experience in highway sector in senior position associated with preparation of DPR/ Supervision/ Construction/Safety Audit/Work Zone Safety / Traffic Planning etc. of 2/4/6-lanes highway projects and worked as Team Leader of NH / SH projects for at least 10 years.

c. Knowledge and exposure of National/International code of practice on road safety audit through his/her CV.

(ii) **Road Safety Auditor/ Highway Engineer -cum- Dy. Team Leader:**

**Essential Qualifications:**

a. Graduate in Civil Engineering from Recognized University or equivalent.
b. Minimum 12 years of experience in highway sector in senior position associated with preparation of DPR/Supervision/Construction/Safety Audit/Work Zone Safety/Traffic Planning etc. of 2/4/6 lanes highway projects and worked as Dy. Team Leader/Resident Engineer of NH/SH projects for at least 7 years.

c. Knowledge and exposure of National/International code of practice on road safety audit through his/her CV. Experience of Geometric design of road/road safety / work zone safety audit assignments or traffic/transport planning.

(iii) Traffic Planner/Engineer:

Essential Qualifications:

a. Graduate in Civil Engineering or Architecture from Recognized University.

b. Minimum professional experience of 10 years in highway projects associated with preparation of DPR/Supervision/Construction/Safety audit/Work zone safety/Traffic Planning etc. of 2/4/6 lanes highway projects and worked as Dy. Team Leader/Resident Engineer for at least 7 years.

c. Experience of traffic and/or transport planning.

Note: Consultants have to be present at Project site as well as at NAGPUR so as to have day to day interaction with the Authority at NAGPUR and Authority’s representative at Project site for effective preparation of Safety Audit Report.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall full fill the following:

(A) Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 1 (ONE) Eligible Assignments as specified in Clause 3.1.4..

(B) Financial Capacity: The Applicant shall have received a minimum income of INR 1.00 Crore (Rubpees One Crore only) per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients

(C) Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below.
(D) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

<table>
<thead>
<tr>
<th>Key Personnel</th>
<th>Educational Qualification</th>
<th>Length of Professional Experience</th>
<th>Experience on Eligible Assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Road Safety Auditor cum Team leader</td>
<td>Graduate in Civil Engineering</td>
<td>15 years</td>
<td>He should have experience in highway sector in senior position associated with preparation of DPR/ Supervision/ Construction/ Safety Audit/Work Zone Safety / Traffic Planning etc. of 2/4/6-lanes highway projects and worked as Team Leader of NH / SH projects for at least 10 years. He should work in minimum two eligible assignments.</td>
</tr>
<tr>
<td>Road Safety Auditor/Highway Engineer cum Dy. Team Leader.</td>
<td>Graduate in Civil Engineering</td>
<td>12 years</td>
<td>He should have experience in highway sector in senior position associated with preparation of DPR/ Supervision/ Construction/Safety Audit/Work Zone Safety/Traffic Planning etc. of 2/4/6 lanes highway projects and worked as Dy. Team Leader/Resident Engineer of NH/SH projects for at least 7 years with experience of Geometric design of road/road safety / work zone safety audit assignments or traffic/transport planning. He should work in minimum two eligible assignments.</td>
</tr>
<tr>
<td>Traffic Planner/Engineer</td>
<td>Graduate in Civil Engineering</td>
<td>10 years</td>
<td>He should have experience in highway projects associated with preparation of DPR/ Supervision/ Construction/Safety audit/Work zone safety/Traffic Planning etc. of 2/4/6 lanes highway projects and worked as Dy. Team Leader/Resident Engineer for at least 7 years with experience of traffic and/or transport planning. He should work in minimum two eligible assignments.</td>
</tr>
</tbody>
</table>

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, in the last five years as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

Affidavit
2.2.5 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.2.7 The firms / organizations shall submit the details on issued RFP and in hard bound form with all pages numbered serially from first to last page and with certification on the front page about the no. of pages it contains and by giving an index of submissions. The applications submitted in other forms like spiral bound, loose, etc. would be rejected. No copies of proposals shall be submitted.

2.2.8 Financial proposal in the prescribed format (Appendix - II) includes breakdown of cost of full key personal team assignment. Incomplete submission of financial proposal is liable to be rejected.

2.2.9 The financial proposal shall be strictly unconditional and unqualified, otherwise the same shall be declared as non-responsive.

2.2.10 Information for Firms

2.2.11 The proposal of the firm is liable to be rejected, if the firm makes any false or misleading statement in the proposal, without prejudice to the rights of the Authority to initiate further proceedings against the said firm(s).

2.2.12 At any time before the submission of proposals, Authority 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 in writing through fax to all consulting firms who have purchased the RFP document. All amendments will be binding on participating firms.

2.2.13 Coordinator: - The firm shall designate its Senior Technical Director or Senior officer who has experience in Road / Bridge construction as the coordinator for the assignment. The coordinator on date of commencement of services under this assignment shall visit the site and acquaint himself with the project / assignment. Thereafter, the coordinator shall be responsible for coordination of activities under the contract, interaction with the Authority and signing all letters / reports on behalf of the firm. The inputs including site visits / visits to office of the Authority during the entire period of services / contract of the Coordinator shall be incidental to this assignment and no separate payment shall be made in this regard.

2.2.14 The consultant shall as a part of this assignment will have to give presentation on there port to the Authority in safety Audit.
2.2.15 The firms/organizations shall make their own assessment of key and support personnel to undertake the assignment. Additional staff or personnel if required (e.g. for fire, Mechanical safety etc) to complete the assignment in the prescribed time, must be provided, within the total quoted cost only. The Authority shall not be responsible for any wrong assessment by the firms/organizations and shall not in any case bear any additional cost arising therefrom. The firms should assess the inputs at site and office for each expert and support staff for completing the assignment within the above timelines, which shall be indicated by the firm in the Financial Proposal. The firms should make its own arrangements for office space, equipment, computer hardware/software, etc. A certificate may be recorded by the concerned officials of R&B Department about the presence of experts and support staff at site for release of payment as per cost breakup given by the consultant.

2.2.16 **Deliverables**

<table>
<thead>
<tr>
<th>Key Date</th>
<th>Description of Deliverables</th>
<th>Cumulative Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>KD 1</td>
<td>Inception Report</td>
<td>02</td>
</tr>
<tr>
<td>KD 2</td>
<td>A detailed report on the Black spots already identified and furnished to the safety consultants by the Authority and recommendations of its Temporary and Permanent measures along with Geometric improvements for removal of black spots.</td>
<td>03</td>
</tr>
<tr>
<td>KD 3</td>
<td>Report on further identification of Black spots its analysis and recommendations of Temporary and Permanent measures along with Geometric improvements for removal of Black Spots and minimizing of Accidents.</td>
<td>04</td>
</tr>
<tr>
<td>KD 4</td>
<td>A detailed report on deficiencies of various Road furniture items based on safety point of view. Recommendations for providing speed limit boards along with other various road furniture items.</td>
<td>06</td>
</tr>
<tr>
<td>KD 5</td>
<td>A detailed report and recommendations on Traffic Clamping measures to be adopted at entry of City/Town/Built up area limits.</td>
<td>07</td>
</tr>
<tr>
<td>KD 6</td>
<td>Draft Road Safety Audit Report.</td>
<td>08</td>
</tr>
<tr>
<td>KD 7</td>
<td>Final Road Safety Audit Report.</td>
<td>10</td>
</tr>
<tr>
<td>KD 8</td>
<td>Transaction Advisory Services for finalization of Implementing Agency of Final Road Safety Audit report including preparation &amp; providing Bid documents</td>
<td>48</td>
</tr>
</tbody>
</table>

2.3 **Conflict of Interest**

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.4 Number of Proposals
No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal
The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information
Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:
(a) At any time, a material misrepresentation is made or discovered, or
(b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
Second merit bidder (Second lowest) B:

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

II. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

Instructions to Applicants
1. Introduction.
2. Instructions to Applicants.
4. Pre-Proposal Conference.
5. Miscellaneous.

Schedules

1 Terms of Reference
2 Form of Agreement
   Annex-1: Terms of Reference
   Annex-2: Deployment of Personnel
   Annex-3: Estimate of Personnel Costs
   Annex-4: Approved Sub-Consultant(s)
   Annex-5: Cost of Services
   Annex-6: Payment Schedule
   Annex-7: DEMAND DRAFT for Performance Security

1 Guidance Note on Conflict of Interest

Appendices

Appendix-I: Technical Proposal

Form 1: Letter of Proposal
Form 2: Particulars of the Applicant
Form 3: Statement of Legal Capacity
Form 4: Power of Attorney
Form 5: Financial Capacity of Applicant
Form 6: Particulars of Key Personnel
Form 7: Proposed Methodology and Work Plan
Form 8: Abstract of Eligible Assignments of Applicant
Form 9: Abstract of Eligible Assignments of Key Personnel
Form 10: Eligible Assignments of Applicant  
Form 11: Eligible Assignments of Key Personnel  
Form 12: CV of Key Personnel  
Form 13: Deployment of Personnel  
Form 14: Survey and Field Investigations  
Form 15: Proposal for Sub-Consultant(s)

Appendix–II: Financial Proposal  
Form 1: Covering Letter  
Form 2: Financial Proposal  
Form 3: Estimate of Personnel Costs

Appendix –III : List of the STATE HIGHWAY AND MDR

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification: "Queries/Request for Additional Information concerning RFP" The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.9.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.10 Amendment of RFP

2.10.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

2.10.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.10.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

III. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting
document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of Proposal

2.12.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2 The Applicant shall prepare one original set of the Proposal (together with originals/copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copy, the original shall prevail.

2.12.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorized Representative”) as detailed below:

(a) By the proprietor, in case of a proprietary firm; or

(b) By a partner, in case of a partnership firm and/or a limited liability partnership; or

(c) By a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

(d) By the authorised representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.12.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.13 Technical Proposal

RFP for Providing Consultancy Services to Conduct safety Audit on State Highways and MDR Under the Jurisdiction of Public Works Circle, Nagpur in Nagpur District. (Maharashtra State)
2.13.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “Technical Proposal”).

2.13.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
   
   (a) The Bid Security is provided;

   (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;

   (c) Power of Attorney, if applicable, is executed as per Applicable Laws;

   (d) CVs of all Professional Personnel have been included;

   (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;

   (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

   (g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;

   (h) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

   (i) Professional Personnel proposed have good working knowledge of English language;

   (j) Key Personnel would be available for the period indicated in the TOR;

   (k) No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and

   (l) The proposal is responsive in terms of Clause 2.21.3.

2.13.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.13.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.13.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
2.13.6 The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.

2.13.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.13.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.14 Financial Proposal

2.14.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Consultancy (Item [D] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.14.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geotechnical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.
In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(iii) Costs (including break down of costs) shall be expressed in INR.

2.15 Submission of Proposal

2.15.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.15.2 The Proposal will be sealed in an outer envelope which will bear the address of the Employer, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following: “Do not open, except in presence of the Authorised Person of the Authority” If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

Envelope 1

2.15.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’. The envelope marked “Technical Proposal” shall contain:

(i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and

(ii) Bid security as specified in Clause 2.20.1

Envelope 2

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.15.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original
Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.15.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.15.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include SCANNED copies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.15.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Detailed Project Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.15.8 The empanelled Consultant shall submit a digitally signed, encrypted and complete Proposal comprising the documents and forms. The submission can be done electronically through the website and in accordance with the procedures specified in the RFP. Proposal submitted by any other means will be rejected.

2.15.9 An authorized representative of the Consultant shall digitally sign the submission letters in the required format for both the Technical Proposal and, the Financial Proposal. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal.

2.15.9.1 In the case of a Joint Venture, submission letters shall be signed by all members so as to be legally binding on all members or by an authorized representative who has a written power of attorney signed by each member’s authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.

2.15.9.2 Consultants should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause 2.11.

2.15.9.3 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the RFP, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.

2.16 Modification/ substitution/ withdrawal of Proposals

2.16.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
2.16.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.16.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.17 Bid Security EMD

2.17.1 The Applicant shall furnish as part of its Proposal, a bid security to an amount of Rs. 50,000/- (Rupees Fifty thousand only) (the “Bid Security”) in the form of Demand Draft issued by a Nationalized/Scheduled Bank in favor of EXECUTIVE ENGINEER PW DIVISION II NAGPUR returnable not later than 90 (Ninety) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.17.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive

2.17.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
IV. EVALUATION PROCESS
2.18 Evaluation of Proposals

2.18.1 The Authority shall open the Proposals as per the provisions of this RFP, or as specially specified at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

2.18.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.18.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

(a) The Technical Proposal is received in the form specified at Appendix-I;

(b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;

(c) It is accompanied by the Bid Security as specified in Clause 2.20.1.

(d) It is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;

(e) It is accompanied by the Power of Attorney as specified in Clause 2.2.4;

(f) It contains all the information (complete in all respects) as requested in the RFP;

(g) It does not contain any condition or qualification; and

(h) It is not non-responsive in terms hereof.

2.18.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.18.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.18.6 After the Technical evaluation, the Authority shall prepare a list of Responsive Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and
opening of Financial Proposals. Before opening of the Financial Proposals, the list of Responsive Applicants will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.18.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.18.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.19 Clarifications

2.19.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.19.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

V. APPOINTMENT OF CONSULTANT

2.20 Negotiations
The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not qualification & experience as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.20.1 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.20.2 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
2.21 Substitution of Key Personnel

2.21.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.21.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.21.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.22 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.23 Commencement of assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.24 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals
3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% or above.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Parameter</th>
<th>Maximum Marks</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Relevant Experience of the Applicant</td>
<td>25</td>
<td>70% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 30% shall be awarded for: (i) the comparative size: (10%) and (ii) overall turnover, experience and capacity of the firm: (20%).</td>
</tr>
<tr>
<td>2.</td>
<td>Proposed Methodology and Work Plan</td>
<td>5</td>
<td>Evaluation will be based on the quality of submissions.</td>
</tr>
<tr>
<td>3.</td>
<td>Relevant Experience of the Key Personnel</td>
<td>70</td>
<td>70% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 30% shall be awarded for: (i) the comparative size.</td>
</tr>
<tr>
<td>3(a)</td>
<td>Senior Road Safety Auditor cum Team leader.</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>3(b)</td>
<td>Road Safety Auditor/Highway Engineer cum Dy. Team Leader.</td>
<td>35%</td>
<td></td>
</tr>
</tbody>
</table>
While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.

3.1.4 Eligible Assignments
For the purpose of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, Consultancy assignments in respect of Preparation of Feasibility Report and Detailed Project Report including Engineering Surveys and Social & Environmental Impact Assessment, for the following Projects shall be deemed as eligible Assignments (the “ELIGIBLE Assignments”).

(1) Detailed Safety Audit conducted for Two or more Lanes of a National or State highway having a minimum length of 50 Kms. Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least INR 4 Lakhs (Rupees Four Lakhs only) for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignments prior to PDD.

3.2 Short-listing of Applicants
Of the Applicants ranked as aforesaid, not more than five shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause

3.3.2 Each Financial Proposal will be assigned a financial score (SF).

3.3.3 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.
3.3.4 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. *The financial scores of other proposals will be computed as follows:*

\[
SF = 100 \times \frac{FM}{F} \quad (F = \text{amount of Financial Proposal})
\]

### 3.4 Combined and final evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

\[
S = ST \times Tw + SF \times Fw
\]

Where \( S \) is the combined score, and \( Tw \) and \( Fw \) are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

### 6. MISCELLANEOUS

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Nagpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Applicant in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or

(d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection
herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5 The Authority reserves the right to make inquiries with any of the clients listed by the
SCHEDULES
SCHEDULE–1

(See Clause 1.1.3)

PROCUREMENT OF SAFETY CONSULTANT

FOR

PROVIDING CONSULTANCY SERVICES TO CONDUCT SAFETY AUDIT ON STATE HIGHWAY AND MDR UNDER THE JURISDICTION OF PUBLIC WORKS DIVISION II, NAGPUR, MAHARSHTRA STATE.

TERMS OF REFERENCE (TOR)

FOR

SAFETY CONSULTANT

Terms of Reference
Brief Guidelines for Audit on Existing Roads

Safety Audit methodology on existing roads which includes both Operation and Maintenance (O&M) of existing roads. The existing roads represent the present condition of the road after completion of construction as well as any hazardous conditions that may have been created during its lifetime such as encroachments, ribbon development or deterioration of road conditions as well as traffic conditions, etc. An analysis of any accident data and inspection of the scheme every year, with a view to determine whether or not road users use the scheme appropriately. Subjects for monitoring include:

a) Whether the prevailing speed correspond to the design speed
b) Whether the visibility and sight distance criteria still satisfied
c) Have any changes been made which could affect road safety
d) For carriageway and paved shoulders examine things like any breach or blockade, roughness value, pot holes, cracking, rutting, skidding, damage to pavement, edge drop at shoulders.
e) TO Check the roadside furniture including road signs and markings damage to their shape or position, loss of retro-reflectivity
f) Street lighting and Highway Traffic Management System (HTMS)
g) Rest areas - cleaning, defects in electrical, water and sanitary installations.

h) Bridges - super structure, foundations, bearings, joints, etc.

The Data Requirements for RSA
The database for conducting an audit should include plans and drawings; site information, such as detailed crash history and traffic volumes; design standards that have been used; environmental effects; and on-site evaluations, which examine a location from the perspective of the road users (motorists, drivers of buses and trucks, pedestrians, or bicyclists). The RSA must encompass a review of all types of movements, special needs of the elderly and disabled, weather and environmental problems.
### Table: Safety Focus in Different Stages of the Project

<table>
<thead>
<tr>
<th>Stage of the Project</th>
<th>Focus of the Audit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feasibility</td>
<td>Safety issues associated with options such as route locations, fixing design speeds and standards, impact on adjacent network, provision of fixing intersections and interchanges, access control, number of lanes, traffic control, functionality, future needs.</td>
</tr>
<tr>
<td>Preliminary Project Report (PPR)</td>
<td>Evaluation of general design standards, alignment, sight distance and lines of sight, layout of intersections, grade separators and interchanges, lanes and shoulder widths, cross-slopes and super elevation, provision for cycles, pedestrians, emergency vehicles, bus bays, truck laybyses, rest areas, parking, etc, provision of traffic control devices, safety during construction.</td>
</tr>
<tr>
<td>Detailed Project Report (DPR)</td>
<td>Examining safety issues of specific geometric design features, traffic control devices, delineators, roadside clear zones, detailed design of intersections, interchanges, grade separators, glare concerns and lighting, safety issues related to landscaping, provision for special road users like elderly, school children, persons with disabilities, buses, equestrian, rail roads, heavy trucks, etc.</td>
</tr>
<tr>
<td>On existing Roads and during O&amp;M of concessions</td>
<td>Final check prior to opening the facility to ensure that the safety concerns of all road users have been addressed and that there are no apparent hazardous conditions. The Audit team needs to actually travel both during the day and the night on a bus, on a truck as well as a car. Should include day/night checks; evaluation considering dry/wet weather; and driving/riding and walking.</td>
</tr>
<tr>
<td></td>
<td>An audit of existing roadway to determine, if the safety needs of all road users are currently being served. It recognizes that a roadway may change over time. Changes may have resulted from changing road use, encroachments, design inconsistency, ageing infrastructure and inadequate maintenance of road and traffic control devices and other measures. Points to be emphasized are adequacy of roadway, roadside and intersections, interchanges, grade separators, location of bus stops, truck laybyses, needs of VRU, access management.</td>
</tr>
</tbody>
</table>

### Steps Involved in Road Safety Audit Process
The key steps in a road safety audit are:
   a) Selecting an appropriate auditor and audit team

   b) Obtaining all the relevant background information and related
documents covering plans, designs, etc.

   c) Conducting a site inspection.

   d) Providing a written report.

Considerations in a road safety audit include:
   a) Alignment inconsistency : sharp curves or steep grades. If exists, such
stretch should have proper road signages and speed management measures.

   b) Cross-sections : narrow sections if exists, they should be preceded with
cautionary signs.

   c) Hard shoulders of required width.

   d) Proper super elevation and extra widening (on curves).

   e) Side slopes and side drains.

   f) Signages on curves and other difficult sections.

   g) Signages and safety barriers at hazardous locations.

   h) Footways, parking areas and service roads in towns.

   i) Layout and design of intersections, interchanges, grade separators.

   j) Provision of lay-byes at bus stops and important truck stops.

   k) Road signs, pavement markings, other Traffic Control Devices, roadside
furniture and crash barriers.

   l) Guard rails, crash barriers on bridges.

   m) Marking of overtaking sections and treatment of sections with deficient
sight distance and substandard horizontal curves.

Providing The background information

Objective: To provide the audit team with the necessary information and
documents for assessment of the project from safety point of view. The client
should arrange to provide all the necessary information and documents in a
As a minimum, the audit team is to be provided with the following documents

a) Statement of the Expected Outcome
The client should provide the auditor with the expected outcome from the audit. This may require a written brief or a simple TOR (Terms of Reference) for the proposed audit of the project.

b) Project intent
This sets out the purpose of the project and the design standards adopted.

1. General
1.1 The Authority seeks the services of Qualified Safety Audit Firms to conduct safety audit and preparation of a detailed safety audit report on Providing Consultancy Services to Conduct safety Audit on State Highways and MDR Under the Jurisdiction of Public Works Circle, Nagpur in Nagpur District. (Maharashtra State) The Terms of Reference (the “TOR”) for this assignment are specified below.

2. Objective
The objective of this consultancy is to undertake a detailed road safety audit and prepare a Detailed Safety Audit Report of the State Highway stated in Appendix – III for the purpose of firming up the Authority’s requirements in respect of Inviting bids for Road safety interventions for providing a safe environment on the STATE HIGHWAY AND MDR and enabling the prospective bidders to assess the Authority’s requirements in a clear and predictable manner with a view to ensuring:

(i) Enhanced safety and level of service for the road users;

(ii) Superior operation and maintenance enabling enhanced operational efficiency of the National Highway;

(iii) Minimal adverse impact on the local population and road users due to road construction of road safety interventions;
(iv) Minimal adverse impact on environment;
(v) Minimal additional acquisition of land; and

3. **The scope of services:**

   (i). Methodology to be adopted for Safety Auditor: Safety Consultant will conduct the safety audits on the STATE HIGHWAY AND MDR stated in Appendix-III asper the approved methodology, check lists and procedures by Authority. For this purpose, each bidder as part of bid will briefly submit work plan, Approach and Methodology for the proposed assignment, based on established Procedure for road safety audit. Later on, the Successful bidders will submit the inception report after site inspection including detailed methodology, check lists and procedure within **14 days** after signing of agreement. Scope of check list and procedures on which the safety consultant has to follow are IRC Manual on Road Safety Audit and other International Safety Manual.

**SUGGESTED CHECKLIST FOR AUDIT ON EXISTING ROADS**

1. Carryout inspection - do not forget to take the results of accidents analysis and relevant checklists with you.

2. Does the actual function of the road correspond to its intended function?

3. Are the prevailing speed levels within desirable limits?

4. Do the equipment and standard of the road correspond to its function, speed level and classification?

5. Do road users park in ways that could constitute hazards?

6. Do plantations obscure visibility or the view of signs?

7. Are the surface and carriageway markings in good condition?

8. Are there any signs that road users drive over islands or kerbs or that the routes taken by motorists through junctions and bends are less than ideal?

9. Are there signs of other conflict situations and minor accidents?

10. Are the specified distances to rigid obstacles maintained for all groups of road users?
11) Are medians and islands of adequate width for the likely users.

12) Are there signs of pedestrian traffic in places that seem hazardous to pedestrians?

13) Does there appear to be a need for more or better crossing facilities for pedestrians?

14) Does there appear to be a need for more or better facilities for cyclists?

15) Has due consideration been given to children, the elderly, persons with disabilities?

16) Are bus stops and bus bays safely located with adequate visibility and clearance to the traffic lane.

17) Any provisions for parking satisfactory in relation to traffic operations and safety?

18) Are all locations free of construction or maintenance equipment, and any signing or temporary traffic control devices that are no longer required?

19) Are overtaking opportunities available for heavy vehicles where volumes are high?

20) Are the road boundaries free of any activities that are likely to distract drivers?

21) Is the location of rest areas and truck parking areas along the route appropriate and adequate?

22) Is sufficient warning provided in advance of breaks in service roads and openings in medians for traffic using multilane highway?

23) Are there reasonable traffic calming measures in place for the road stretches passing through habitations and built up areas?

24) Other checks made at discretion of auditor or client.

4. **Coordinator**

The firm shall designate its Senior Technical Director or Senior officer who has experience in Road/Bridge construction as the coordinator for the
assignment. The coordinator on date of commencement of services under this assignment shall visit the site and acquaint with the project/assignment. Thereafter, the coordinator shall be responsible for coordination of activities under the contract, interaction with the Authority and signing all letters/ reports on behalf of the firm. The inputs including site visits/ visits to the Authority’s office in Nagpur during the entire period of services/ contract of the Coordinator shall be incidental to this assignment and no separate payment shall be made in this regard.

5. **Assessment of Services**
The firms/ organizations shall make their own assessment of key and support personnel to undertake the assignment. Additional staff or personnel if required (e.g. for fire, Mechanical safety etc) to complete the assignment in the prescribed time, must be provided, within the total quoted cost only. Authority shall not be responsible for any wrong assessment by the firms/ organizations and shall not in any case bear any additional cost arising there from. The firms should assess the inputs at site and office for each expert and support staff for completing the assignment within the above timelines, which shall be indicated by the firm in the Financial Proposal. The firms should make its own arrangements for office space, equipment, computer hardware/ software, etc.

6. **Time and Payment Schedule**

6.1 The total duration of Consultancy Services is TEN WEEKS. The duration for preparation of the Draft Safety Audit Report shall be 8 (eight) weeks, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Safety Report. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed. Intermittent services will be required as per the progress of work shall be provided. The mandays required for the intermittent services shall be provided by the Consultant as per the Agreement.

6.2 Time schedule for important Deliverables (the “Key Dates”) of the Consultancy and the payment schedule linked to the specified Deliverables is given below:
The payment to each deliverable shall be made after approval.

<table>
<thead>
<tr>
<th>Key Date</th>
<th>Description of Deliverables</th>
<th>Commulative Week No.</th>
<th>Payment</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Deliverable Description</th>
<th>KD</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>KD 1</td>
<td>Inception Report</td>
<td>02</td>
<td>-</td>
</tr>
<tr>
<td>KD 2</td>
<td>A detailed report on the Black spots already identified and furnished to the safety consultants by the Authority and recommendations of its Temporary and Permanent measures along with Geometric improvements for removal of black spots.</td>
<td>03</td>
<td>10%</td>
</tr>
<tr>
<td>KD 3</td>
<td>Report on further identification of Black spots its analysis and recommendations of Temporary and Permanent measures along with Geometric improvements for removal of Black Spots and minimizing of Accidents.</td>
<td>04</td>
<td>20%</td>
</tr>
<tr>
<td>KD 4</td>
<td>A detailed report on deficiencies of various Road furniture items based on safety point of view. Recommendations for providing speed limit boards along with other various road furniture items.</td>
<td>06</td>
<td>10%</td>
</tr>
<tr>
<td>KD 5</td>
<td>A detailed report and recommendations on Traffic Claming measures to be adopted at entry of City/Town/Built up area limits.</td>
<td>07</td>
<td>15%</td>
</tr>
<tr>
<td>KD 6</td>
<td>Draft Road Safety Audit Report.</td>
<td>08</td>
<td>15%</td>
</tr>
<tr>
<td>KD 7</td>
<td>Final Road Safety Audit Report.</td>
<td>10</td>
<td>20%</td>
</tr>
<tr>
<td>KD 8</td>
<td>Transaction Advisory Services for finalization of Implementing Agency of Final Road Safety Audit report including preparation &amp; providing Bid documents</td>
<td>48</td>
<td>10%</td>
</tr>
</tbody>
</table>

Total 100%

$ Excludes the time taken by the Authority in providing its comments on Draft Reports. The Consultant shall get one week for submission of the Final Feasibility Report after comments of the Authority are provided.

6.3 The payment to the Consultants for the Deliverables stated above shall be made after approval of the each KD by the Authority.

6.4 There is no provision for Mobilization Advance.

6.5 10% of the Agreement Value has been earmarked as Final Payment to be made to the Consultant for rendering Transaction Advisory services for finalization of Implementing Agency of final road safety audit report. In the event the Transaction Advisory Services are not rendered by the safety consultants within one year of the Effective Date, the Final Payment shall not become due to the Consultant.
7. **Meetings**  
The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in NAGPUR at the Authority’s Office. Further, the Consultant may be required to attend meetings and conferences.

8. **Consultancy Team**  
8.1 The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal.

**Safety Audit Team**  
(ii) The Consultant must have at least all the four key personnel required for performing the safety consultants job as mentioned below.

(iii) The qualification and experience requirements of Key professionals which will be evaluated are given below:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Position</th>
<th>Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Senior Road Safety Auditor-cum-Team Leader</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Road Safety Auditor cum Highway Engineer - Dy. Team Leader</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Traffic Planner/Engineer</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>3</strong></td>
</tr>
</tbody>
</table>

(i) **Sr. Road Safety Auditor-cum-Team Leader:**  
**Essential Qualifications:**

a. Graduate in Civil Engineering from Recognized University or equivalent.

b. Minimum 15 years of experience in highway sector in senior position associated with preparation of DPR/ Supervision/ Construction/Safety Audit/Work Zone Safety / Traffic Planning etc. of 2/4/6-lanes highway projects and worked as Team Leader of NH / SH projects for at least 10 years.

c. Knowledge and exposure of National/International code of practice on
road safety audit through his/her CV.

(ii) **Road Safety Auditor/ Highway Engineer -cum- Dy. Team Leader :**

**Essential Qualifications:**

a. Graduate in Civil Engineering from Recognized University or equivalent.

b. Minimum 12 years of experience in highway sector in senior position associated with preparation of DPR/ Supervision/ Construction/Safety Audit/Work Zone Safety/Traffic Planning etc. of 2/4/6 lanes highway projects and worked as Dy. Team Leader/Resident Engineer of NH/SH projects for at least 7 years.

c. Knowledge and exposure of National/International code of practice on road safety audit through his/her CV. Experience of Geometric design of road/road safety / work zone safety audit assignments or traffic/transport planning.

(iii) **Traffic Planner/ Engineer:**

**Essential Qualifications:**

a. Graduate in Civil Engineering or Architecture from Recognized University.

b. Minimum professional experience of 10 years in highway projects associated with preparation of DPR/ Supervision/ Construction/Safety audit/Work zone safety/Traffic Planning etc. of 2/4/6 lanes highway projects and worked as Dy. Team Leader/Resident Engineer for at least 7 years.

c. Experience of traffic and/or transport planning.

8.2 The Consultant shall establish a Project Office at a suitable location in the Project stretch for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 8 (eight) weeks as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant’s Project Office any time during office hours for inspection and interaction with the Consultant’s Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he/she may be available at Hyderabad for the remaining consultancy services beyond the first 8 (eight) weeks.

8.3 The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in
the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.

9. Reporting

9.1 The Consultant will work closely with the Authority. The Authority has established a Working Group (the “WG”) to enable conduct of this assignment. The Representative of the Authority (Executive Engineer, R&B, National Highways Division, Warangal) will be responsible for the overall coordination for the safety audit. He will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

9.2 The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.

9.3 The Consultant will make a presentation on the inception report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants’ work on the TOR tasks should continue while the report is under consideration and is being discussed.

9.4 Regular communication with the WG and the Representative of Authority (Executive Engineer, PUBLIC WORKS Division II, NAGPUR) is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

9.5 The Deliverables will be submitted as per schedule provided in this RFP.

10. Completion of Services

10.1 All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Employer of all the Deliverables of the Consultant or 48 (forty eight) weeks from the Effective Date, whichever is earlier. The Authority shall
issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed upon expiry of 48 (forty eight) weeks from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.
SCHEDULE–2

(See Clause 2.1.3)

DRAFT CONSULTANCY AGREEMENT
(DCA)

FOR

PROVIDING CONSULTANCY SERVICES TO CONDUCT
SAFETY AUDIT ON STATE HIGHWAY AND MDR
UNDER THE JURISDICTION OF PUBLIC WORKS DIVISION NO II
MAHARSHTRA STATE.
DRAFT CONSULTANCY AGREEMENT

Consultant Services to conduct safety audit on STATE HIGHWAY AND MDR UNDER JURISDICTION OF DIVISION NO II NAGPUR (MS) AGREEMENT No._________ This AGREEMENT (hereinafter called the “Agreement”) is made on the _______ day of the month of ________ 2016 between, on the one hand, the [President of India acting through EXECUTIVE ENGINEER DIVISION II] (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _________________ (hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The Authority vide its NIT No.___________________________ dated _______ has invited Request for Proposal for Appointment of Safety Consultant (herein after called the “Consultancy”) for [State highway………………………….] (hereinafter called the “Project”);

(B) The Consultant has submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

(C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ________________ (the “LOA”); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning herein after respectively assigned to them:

(a) “Additional Costs” shall have the meaning set forth in Clause 6.1.2;
(b) “Agreement” means this Agreement, together with all the Annexes;
(c) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;
(d) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
(e) “Confidential Information” shall have the meaning set forth in Clause 3.3;
(f) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
(g) “Dispute” shall have the meaning set forth in Clause 9.2.1;
(h) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
(i) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
(j) “Government” means the [Government of *****];
(k) “INR, Re. or Rs.” means Indian Rupees;
(l) “Member”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
(m) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
(n) “Personnel” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
(o) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
(p) “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
(q) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;

(r) “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and

(s) “Third Party” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

(a) Agreement;

(b) Annexes of Agreement;

(c) RFP; and

(d) Letter of Award.

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 Authority and the Consultant. The Consultant shall, subject to this Agreement, 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 Rights and obligations
The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and

(b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction
This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at ***** shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language
All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings
The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices
Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant’s Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside***** may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the Authority;

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the

1.8 Location
The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.
1.9 Authority of Member-in-charge
In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant’s rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

EXECUTIVE ENGINEER PWD DIVISION NO II NAGPUR

1.10.3 The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:

----------------------------------------------------------------------------------------------------

Tel: ------------------- Mobile: ------------------- Fax: -------------------

Email: -------------------

1.11 Taxes and duties
Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement
This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Services
The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services
If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiration of Agreement
Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of
(i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 1 (one) year from the Effective Date.
Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement
2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement
Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 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 Agreement, “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-Consultant 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 Agreement, 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 Agreement

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 Agreement 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 Agreement.

2.7.3 Extension of time

(a) Any period within which a Party shall, pursuant to this Agreement, 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. The extension of time shall be done by the Chief Engineer (R&B) STATE HIGHWAY AND MDR, Hyderabad and it shall be made before expiring of the original/extended time. The requirement of man power shall be accessed at the level of Chief Engineer on monthly basis and any change considered necessary in the deployment level in the Consultants Team shall be intimated to them 30days prior to the expiry of the original time.

2.7.4 Payments
During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.5 Consultation
Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, 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.

2.8 Suspension of Agreement
The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement
2.9.1 By the Authority
The Authority may, by not less than 15 (FIFTEEN) days’ written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

(a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

(b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
(d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

(e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

(f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

(g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant
The Consultant may, by not less than 30 (thirty) days’ written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

(a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

(b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant’s notice specifying such breach;

(c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

(d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.
2.9.3 Cessation of rights and obligations
Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or
upon expiration of this Agreement 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, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant’s obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant’s Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services
Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant 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 Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination
Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof,
the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

(i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

(ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and

(iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the
cost of the return travel of the Consultant’s personnel.
2.9.6 Disputes about Events of Termination
If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT
3.1 General
3.1.1 Standards of Performance
The Consultant shall perform the Services and carry out its 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 Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference
The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws
The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest
3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project
The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated
with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.3 Confidentiality
The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

3.4 Liability of the Consultant

3.4.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant’s liability towards the Authority
The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority’s property, shall not be liable to the Authority:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant’s, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with prevailing laws.

3.6 Accounting, inspection and auditing

The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, 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 basis thereof (including the basis of the Consultant’s costs and charges); and

(b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.
3.7 Consultant’s actions requiring the Authority's prior approval
The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:
(a) appointing such members of the Professional Personnel as are not listed in Annex–2.
(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 Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
(c) any other action that is specified in this Agreement.

3.8 Reporting obligations
The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority
3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a
Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.10 Providing access to Project Office and Personnel
The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11. Accuracy of Documents
The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General
The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant’s Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and manday rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.
4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

**4.3 Approval of Personnel**

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix–I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority’s consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

**4.4 Substitution of Key Personnel**
The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

**4.5 Working hours, overtime, leave, etc.**
The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant’s remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the mandays of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority.
Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 **Resident Team Leader and Project Manager**
The person designated as the Team Leader of the Consultant’s Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the “Project Manager”) who shall be responsible for day to day performance of the Services.

4.7 **Sub-Consultants**
Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. **OBLIGATIONS OF THE AUTHORITY**

5.1 **Assistance in clearances etc.**
Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

(a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;

(b) facilitate prompt clearance through customs of any property required for the Services; and

(c) 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 and property**
The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.
5.3 **Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 **Payment**

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

6. **PAYMENT TO THE CONSULTANT**

6.1 **Cost estimates and Agreement Value**

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “Agreement Value”). The Parties agree that the Agreement Value is Rs. ........... (Rupees. ....................), which is inclusive of rendering the Consultancy Services in all respects.

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that, the Agreement Value set forth in Clause 6.1.2 above shall not be increased by the amount or amounts, as the case may be, of any additional payments except the provisions of this Agreement for such increment. The cost is fixed, Price escalation is not allowed.

6.2 **Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 **Mode of billing and payment**
Billing and payments in respect of the Services shall be made as follows:-

(a) There is no provision for payment of Mobilization Advance.

(b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.

(ii) The Authority shall pay to the Consultant, only the undisputed amount.

(c) 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 Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

(d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract interest @ SBI PLR+2% per annum.

(e) 10% of the Agreement Value has been earmarked as Final Payment to be made to the Consultant for rendering Transaction Advisory services for finalization of Implementing Agency of Final Road safety audit report. In the event the safety consultants not rendered the above transaction advisory services within one year of the Effective Date, the Final Payment shall not become due to the Consultant.
(f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “Performance Security”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation
In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay
In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.
7.2.3 Encashment and appropriation of Performance Security
The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services
In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith
The Parties undertake to act in good faith with respect to each other’s rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement
The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

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

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising
under or out of or in relation to this Agreement (including its interpretation)

between the Parties, and so notified in writing by either Party to the other
Party (the “Dispute”) shall, in the first instance, be attempted to be
resolved amicably in accordance with the conciliation procedure set forth
in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising
under or in respect of this Agreement promptly, equitably and in good
faith, and further agree to provide each other with reasonable access during
normal business hours to all non-privileged records, information and data
pertaining to any Dispute.

9.3 **Conciliation**

In the event of any Dispute between the Parties, either Party may call upon
Principal Secretary, T(R&B) Department, Hyderabad and the Chairman of
the
Board of Directors of the Consultant or a substitute thereof for amicable
settlement, and upon such reference, the said persons shall meet no later
than 10 (ten) days from the date of reference to discuss and attempt to
amicably resolve the Dispute. If such meeting does not take place within
the 10 (ten) day period or the Dispute is not amicably settled within 15
(fifteen) days of the meeting or the Dispute is not resolved as evidenced by
the signing of written terms of settlement within 30 (thirty) days of the
notice in writing referred to in Clause 9.2.1 or such longer period as may
be mutually agreed by the Parties, either Party may refer the Dispute to
arbitration in accordance with the provisions of Clause 9.4.

9.4 **Arbitration**

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in
Clause 9.3, shall be finally decided by reference to arbitration by an
Arbitral
Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be
held in accordance with the Rules of Arbitration of the International Centre
for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other
rules as may be mutually agreed by the Parties, and shall be subject to the
provisions of the Arbitration and Conciliation Act, 1996. The venue of such
arbitration shall be at NAGPUR and the language of arbitration
proceedings shall be English.

9.4.2 There shall be {an Arbitral Tribunal of three arbitrators, of whom each
Party
shall select one, and the third arbitrator shall be appointed by the two
arbitrators so selected, and in the event of disagreement between the two
arbitrators, the appointment} {a sole arbitrator$ whose appointment} shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of
Consultant: Authority:

(Signature) (Signature)
(Name) (Name)
(Designation) (Designation)
(Address) (Address)
(Fax No.) (Fax No.)

In the presence of:
Annex-1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)
Annex-2

Deployment of Personnel

(Refer Clause 4.2)

(Reproduce as per Form-13 of Appendix-I)
Annex-3

Estimate of Personnel Costs

(Refer Clause 4.2)

(Reproduce as per Form-3 of Appendix-II)
Annex-4

Approved Sub-Consultant(s)

(Refer Clause 4.7.1)

(Reproduce as per Form-15 of Appendix-I)
Annex-5

Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)
Annex-6

Payment Schedule

(Refer Clause 6.3)
<table>
<thead>
<tr>
<th>Key Date No.</th>
<th>Description of Deliverables</th>
<th>Commulative</th>
<th>Week No£.</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>KD 1</td>
<td>Inception Report</td>
<td></td>
<td>02</td>
<td>-</td>
</tr>
<tr>
<td>KD 2</td>
<td>A detailed report on the Black spots already identified and furnished to the safety consultants by the Authority and recommendations of its Temporary and Permanent measures along with Geometric improvements for removal of black spots.</td>
<td></td>
<td>03</td>
<td>10%</td>
</tr>
<tr>
<td>KD 3</td>
<td>Report on further identification of Black spots its analysis and recommendations of Temporary and Permanent measures along with Geometric improvements for removal of Black Spots and minimizing of Accidents.</td>
<td></td>
<td>04</td>
<td>20%</td>
</tr>
<tr>
<td>KD 4</td>
<td>A detailed report on deficiencies of various Road furniture items based on safety point of view. Recommendations for providing speed limit boards along with other various road furniture items.</td>
<td></td>
<td>06</td>
<td>10%</td>
</tr>
<tr>
<td>KD 5</td>
<td>A detailed report and recommendations on Traffic Claming measures to be adopted at entry of City/Town/Built up area limits.</td>
<td></td>
<td>07</td>
<td>15%</td>
</tr>
<tr>
<td>KD 6</td>
<td>Draft Road Safety Audit Report.</td>
<td></td>
<td>08</td>
<td>15%</td>
</tr>
<tr>
<td>KD 7</td>
<td>Final Road Safety Audit Report.</td>
<td></td>
<td>10</td>
<td>20%</td>
</tr>
<tr>
<td>KD 8</td>
<td>Transaction Advisory Services for finalization of Implementing Agency of Final Road Safety Audit report including preparation &amp; providing Bid documents</td>
<td></td>
<td>48</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

$ Excludes the time taken by the Authority in providing its comments on Draft Reports.

The Consultant shall get one week for submission of the Final Feasibility Report after comments of the Authority are provided.

The payment to the Consultants for the Deliverables stated above shall be made after approval of the each KD by the Authority.
Notes:

1. The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.

2. All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments no later than 1 (one) week from the date of receiving a draft report and in case no comments are provided within such 1 (one) week, the Consultant shall finalise its report. Provided, however, that the Authority may take up to 1 (one) week in providing its comments on the Draft Feasibility Report.

3. Draft Safety Audit Report shall be completed in 8 (eight) weeks excluding the time taken by the Authority in providing its comments on the Draft Safety Audit Report. The Consultant may take 1 (one) week for submitting its Final Safety Audit Report after receipt of comments from the Authority.

4. Final payment of 10% (ten per cent) shall be released upon completion of the Transaction Advisory Services in their entirety.
Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3.3 of the RFP and shall be read together therewith in dealing with specific cases.

2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaires/contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:
   (i) Potential consultant should not be privy to information from the Authority which is not available to others;
   (ii) potential consultant should not have defined the project when earlier working for the Authority;
   (iii) potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and concessionaires/contractors:
   (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments; or
   (ii) no consultant should be involved in owning or operating entities resulting from the project; or
   (iii) no consultant should bid for works arising from the project.
The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the
Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES
To
The Executive Engineer,
Public Work Division II
Nagpur.

Sub:- Appointment of Technical Consultant for Consultancy Services to conduct safety audit on STATE HIGHWAY AND MDR. – Submission of Proposals- Reg.

Dear Sir,

With reference to your RFP Document dated ............., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for (“Consultancy Services to conduct safety audit on STATE HIGHWAY AND MDR (NH No.s: 30, 163, 363, 365, 365A, 563) to a length of 580 kms (approximately) under the jurisdiction of R&B, NH Division, Nagpur, MAHARSHTRA State.” The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal. Appendices

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

(b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.

9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant. 10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors-Managers/employees.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

14. The Bid Security of Rs. **50,000/- (Rupees Fifty thousand only)** in the form of a Demand Draft from any Nationalised/Scheduled Bank is attached, in accordance with the RFP document.

15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.

17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.

18. In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

20. The Financial Proposal is being submitted in a separate cover and through etendering. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)
<table>
<thead>
<tr>
<th></th>
<th>Particulars of the Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title of Consultancy:</td>
</tr>
<tr>
<td></td>
<td>PREPARATION OF DETAILED PROJECT REPORT</td>
</tr>
<tr>
<td>2</td>
<td>Title of Project:</td>
</tr>
<tr>
<td></td>
<td>“PROVIDING CONSULTANCY SERVICES TO CONDUCT SAFETY AUDIT ON STATE HIGHWAYS AND MDR UNDER THE JURISDICTION OF PUBLIC WORKS CIRCLE, NAGPUR IN NAGPUR DISTRICT (MAHARASHTRA STATE)”</td>
</tr>
<tr>
<td>3</td>
<td>State whether applying as Sole Firm or Lead Member of a consortium:</td>
</tr>
<tr>
<td></td>
<td>Sole Firm</td>
</tr>
<tr>
<td></td>
<td>Lead Member of a consortium</td>
</tr>
<tr>
<td>4</td>
<td>State the following:</td>
</tr>
<tr>
<td></td>
<td>Name of Company or Firm:</td>
</tr>
<tr>
<td></td>
<td>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</td>
</tr>
<tr>
<td></td>
<td>Country of incorporation:</td>
</tr>
<tr>
<td></td>
<td>Registered address:</td>
</tr>
<tr>
<td></td>
<td>Year of Incorporation:</td>
</tr>
<tr>
<td></td>
<td>Year of commencement of business:</td>
</tr>
<tr>
<td></td>
<td>Principal place of business:</td>
</tr>
<tr>
<td></td>
<td>Brief description of the Company including details of its main lines of business</td>
</tr>
<tr>
<td></td>
<td>Name, designation, address and phone numbers of authorized signatory of the Applicant:</td>
</tr>
<tr>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Designation:</td>
</tr>
<tr>
<td></td>
<td>Company:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Phone No.:</td>
</tr>
<tr>
<td></td>
<td>Fax No.:</td>
</tr>
<tr>
<td></td>
<td>E-mail address:</td>
</tr>
</tbody>
</table>

5 If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:
(i) Name of Firm:

(ii) Legal Status and country of incorporation

(iii) Registered address and principal place of business.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 6 | For the Applicant, (in case of a consortium, for each Member), state the following information:
|   |   |
|   | (i) In case of non Indian Firm, does the Firm have business presence in India?  
|   | Yes/No
|   | If so, provide the office address(es) in India.
|   | (ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?  
|   | Yes/No
|   | (iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?  
|   | Yes/No
|   | (iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?  
|   | Yes/No
|   | (v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?  
|   | Yes/No
|   | Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.
|   |   |
| 7 | Does the Applicant’s firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?  
|   | Yes/No
If yes, does the Applicant (and other Member of the Applicant’s consortium) agree to limit the Applicant’s role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?

Yes/No

<table>
<thead>
<tr>
<th>8</th>
<th>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?

Yes/No

If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?

Yes/No

(Signature, name and designation of the authorized signatory)

For and on behalf of ......................

---

**APPENDICES**

**APPENDIX-I**

Form-3

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To,
The Executive Engineer,
Public Work Division II, Nagpur.

Dear Sir,

Sub:- RFP for Safety Audit Consultant: “Consultancy Services to conduct safety audit on "PROVIDING CONSULTANCY SERVICES TO CONDUCT SAFETY AUDIT ON STATE HIGHWAYS AND MDR UNDER THE JURISDICTION OF PUBLIC WORKS CIRCLE, NAGPUR IN NAGPUR DISTRICT (MAHARASHTRA STATE)"” - Regarding

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that .................... (insert Applicant’s name) will act as the Lead Member of our consortium.

I/We have agreed that ................. (insert individual’s name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal.

Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of .................

*Please strike out whichever is not applicable

APPENDICES

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we, .................. (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / s.................................. son/daughter/wife and presently residing at ................................., who is presently employed with us and holding the position of
as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for “PROVIDING CONSULTANCY SERVICES TO CONDUCT SAFETY AUDIT ON STATE HIGHWAYS AND MDR UNDER THE JURISDICTION OF PUBLIC WORKS CIRCLE, NAGPUR IN NAGPUR DISTRICT (MAHARASHTRA STATE)” proposed to be developed by the (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ......................... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ......................... DAY OF ..........................., 2014

For ....................................

(Signature, name, designation and address)
Witnesses:

1.

2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Hundred) and duly notarised by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.
### APPENDIX-I

Form-5
**Financial Capacity of the Applicant**
(Refer Clause 2.2.2 (B))

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Financial Year</th>
<th>Annual Revenue (Rs./US $ in million)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Certificate from the Statutory Auditor**

This is to certify that .................(name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

$ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Note:**

Please do not attach any printed Annual Financial Statement.
#APPENDIX-I

Form-6

**Particulars of Key Personnel**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Designation of Key Personnel</th>
<th>Name</th>
<th>Educational Qualification</th>
<th>Length of Professional Experience</th>
<th>Present Employment</th>
<th>No. of Eligible Assignments#</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Senior Road Safety Auditor – cum - Team Leader</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Road Safety Auditor/ Highway Engineer cum Dy. Team Leader</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bridge Safety Auditor/ Bridge Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Traffic Planner/Traffic Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#Refer Form 9 of Appendix I Experience of Key Personnel
APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

   The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

   The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.
APPENDIX-I
Form-8

Abstract of Eligible Assignments of the Applicant#
(Refer Clause 3.1)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of Project</th>
<th>Name of Client</th>
<th>Estimated capital cost of Project (in Rs. crore/ US$ million)</th>
<th>Payment## of professional fees received by the Applicant (in Rs. crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>3</td>
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</tr>
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</tr>
</tbody>
</table>

# The Applicant should provide details of only those projects that have been undertaken by it under its own name.

## Exchange rate should be taken as Rs. [65] per US $ for conversion to Rupees.

* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.
Certificate from the Statutory Auditor

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

$ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
### APPENDIX-I

Form-9

**Abstract of Eligible Assignments of Key Personnel**

(Refer Clause 3.1) Name of Key Personnel:

Designation:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of Project*</th>
<th>Name of Client</th>
<th>Estimated capital cost of project (in Rs. cr./US$ million)</th>
<th>Name of firm for which the Key Personnel worked</th>
<th>Designation of the Key Personnel on the assignment</th>
<th>Date of completion of the assignment</th>
<th>Mandy days spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

@ Use separate Form for each Key Personnel.

* The names and chronology of projects included here should conform to the project-wise details submitted in Form-8 of Appendix-I.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
### Eligible Assignments of Applicant
(Refer Clause 3.1.4)

<table>
<thead>
<tr>
<th>Name of Applicant:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Project:</td>
<td></td>
</tr>
<tr>
<td>Length in km or other particulars</td>
<td></td>
</tr>
<tr>
<td>Description of services performed by the Applicant firm:</td>
<td></td>
</tr>
<tr>
<td>Name of client and Address:</td>
<td></td>
</tr>
<tr>
<td>(Indicate whether public or private entity)</td>
<td></td>
</tr>
<tr>
<td>Name, telephone no. and fax no. of client’s representative:</td>
<td></td>
</tr>
<tr>
<td>Estimated capital cost of Project (in Rs crore or US$ million):</td>
<td></td>
</tr>
<tr>
<td>Payment received by the Applicant (in Rs. crore):</td>
<td></td>
</tr>
<tr>
<td>Start date and finish date of the services (month/year):</td>
<td></td>
</tr>
<tr>
<td>Brief description of the Project:</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

1. Use separate sheet for each Eligible Project.

2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

3. Exchange rate should be taken as Rs. 65/-per US $ for conversion to Rupees.
APPENDIX-I
Form-11
**Eligible Assignments of Key Personnel**
(Refer Clause 3.1.4)

<table>
<thead>
<tr>
<th>Name of Key Personnel:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation of Key Personnel:</td>
<td></td>
</tr>
<tr>
<td>Name of the Project:</td>
<td></td>
</tr>
<tr>
<td>Length in km or other particulars</td>
<td></td>
</tr>
<tr>
<td>Name of Consulting Firm where employed:</td>
<td></td>
</tr>
<tr>
<td>Description of services performed by the Key Personnel (including designation):</td>
<td></td>
</tr>
<tr>
<td>Name of client and Address: (indicate whether public or private)</td>
<td></td>
</tr>
<tr>
<td>Name, telephone no. and fax no. of client’s representative:</td>
<td></td>
</tr>
<tr>
<td>Estimated capital cost of the Project (in Rs crore or US$ million):</td>
<td></td>
</tr>
<tr>
<td>Start date and finish date of the services (month/year):</td>
<td></td>
</tr>
<tr>
<td>Brief description of the Project:</td>
<td></td>
</tr>
</tbody>
</table>

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.

(Signature and name of Key Personnel)

**Notes:**
1. Use separate sheet for each Eligible Project.

2. The Applicant may attach separate sheets to provide brief particulars of other relevant

2555542Experience of the Key Personnel.3. Exchange rate should be taken as Rs. 65/- per US $ for conversion to Indian Rupees.
APPENDIX-I
Form-12
Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
   (Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked
   Name of project
   Description of responsibilities
8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:
1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place........................................

(Signature and name of the authorized signatory of the Applicant)

Notes:
1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
### APPENDIX-I

**Form-13**

**Deployment of Personnel**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Designation</th>
<th>Name</th>
<th>Man-Days (MD)</th>
<th>Week Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
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<td>1.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<td></td>
</tr>
</tbody>
</table>

Total Mondays
APPENDIX-I

Form–14

Survey and Field Investigations

<table>
<thead>
<tr>
<th>Item of Work/Activity</th>
<th>To be carried out/ prepared by</th>
<th>Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name Designation.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>18</td>
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<tr>
<td></td>
<td></td>
<td>19</td>
</tr>
</tbody>
</table>
# APPENDIX-I

## Form-15

**Proposal for Sub-Consultant(s)**

<table>
<thead>
<tr>
<th>1. Details of the Firm</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm’s Name, Address and Telephone</td>
<td></td>
</tr>
<tr>
<td>Name and Telephone No. of the Contact Person</td>
<td></td>
</tr>
<tr>
<td>Fields of Expertise</td>
<td></td>
</tr>
<tr>
<td>No. of Years in business in the above Fields</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Services that are proposed to be subcontracted:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>3. Person who will lead the Sub-Consultant</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Designation:</td>
<td></td>
</tr>
<tr>
<td>Telephone No:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Details of Firm’s previous experience</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Work</td>
<td>Name, address and telephone no. of Client</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>1.</td>
<td>2.</td>
</tr>
</tbody>
</table>

(Signature and name of the authorised signatory)

**Note:**

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix –I.

2. Use separate form for each Sub-Consultant
APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant’s letter head)

(Date and Reference)

To,

The Superintending Engineer,
NH Circle,
Nagpur.

Dear Sir,

Subject: Appointment of Road Safety Audit Consultant for Consultancy Services to conduct safety audit on STATE HIGHWAY AND MDR (NH No.s: 30, 163, 363, 365, 365A, 563) to a length of 580 kms (approximately) under the jurisdiction of R&B, NH Division, Nagpur, MAHARSHTRA State.- Regarding.

I/We, _____________ (Applicant’s name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.
APPENDIX-II

(See Clause 2.1.3)
Form-2
Financial Proposal

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>RESIDENT PERSONNEL AND LOCAL COSTS</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Remuneration for Resident Professional Personnel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(inclusive of all personal allowances)</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>Remuneration for Resident Support Personnel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(inclusive of all personal allowances)</td>
<td></td>
</tr>
<tr>
<td>III</td>
<td>Office Rent</td>
<td></td>
</tr>
<tr>
<td>IV</td>
<td>Office Consumables like stationery, communication</td>
<td></td>
</tr>
<tr>
<td></td>
<td>etc.</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>Office Furniture and Equipment (Rental)</td>
<td></td>
</tr>
<tr>
<td>VI</td>
<td>Reports and Document Printing</td>
<td></td>
</tr>
<tr>
<td>VII</td>
<td>Surveys &amp; Investigations</td>
<td></td>
</tr>
<tr>
<td>VIII</td>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-total Resident Personnel and Local Costs (A):</strong></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>OVERHEAD EXPENSES @_____ % of (A)</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>SERVICE TAX ON (A+B)</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>TOTAL (including taxes) (A+B+C) (in Rs.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>In Indian Rupees in figures</td>
<td></td>
</tr>
<tr>
<td></td>
<td>in words___________________________________________</td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

1. The financial evaluation shall be based on the above Financial Proposal. The total in Item G shall, therefore, be the amount for purposes of evaluation.
2. Estimate of Costs for Item A I, A II and B I shall be as per Form-3.

3. Miscellaneous Expenses in Item A VIII shall not exceed 15% (fifteen per cent) of the total amount in Item D.

4. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D.

5. The reimbursement of expenses shall be limited to the amounts indicated above.

6. No escalation on any account will be payable on the above amounts.

7. All other charges not shown here and all insurance premium are considered included in the man day rate/overhead/miscellaneous expenses.

8. For the purposes hereof "Statement of Expenses" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the man days spent on the Consultancy.

9. 10% Final Payment shall be made only upon completion of Transaction Advisory Services for finalization of Implementing Agency of the Final Road Safety Audit Report. The Final Payment shall be not be due or payable if the said Transaction Advisory within one year from the Effective Date; provided, however, that personnel and travel costs already incurred or due shall be payable as per actual.
### APPENDIX-II

**Form-3**  
**Estimate of Personnel Costs**

<table>
<thead>
<tr>
<th>ID No.</th>
<th>Position</th>
<th>Name</th>
<th>Man day Rate (Rs.)</th>
<th>Total Man Days</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
</table>

**A I. Remuneration for Resident Professional Personnel (including all personal allowances)**

<table>
<thead>
<tr>
<th>ID No.</th>
<th>Position</th>
<th>Name</th>
<th>Man day Rate (Rs.)</th>
<th>Total Man Days</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Total**

**A II. Remuneration for Resident Support Personnel (including all personal allowances)**

<table>
<thead>
<tr>
<th>ID No.</th>
<th>Position</th>
<th>Name</th>
<th>Man day Rate (Rs.)</th>
<th>Total Man Days</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**Total**
PROCEDURE UNDER E-TENDERING

Name of work: Consultancy Services to conduct safety audit on State Highway & MDR to a length of 580 kms (approximately) under the jurisdiction Nagpur Circle, Nagpur, Maharashtra State.

INSTRUCTIONS TO APPLICANTS

1) PREPARATION & SUBMISSION OF APPLICATIONS:

(i) Detailed RFP may be downloaded from website (its website www.mahapwd.com) and Bid may be submitted online following the instruction appearing on the screen. A vendor manual containing the detailed guidelines for e-tendering system is also available on e-tender portal.

(ii) The following documents shall be prepared and scanned in different files (in PDF or zip format such that file size is not more than 10 MB) and uploaded during the on-line submission of Bid. These documents shall also be submitted in ORIGINAL TO SUPERINTENDING ENGINEER Public Works Circle Nagpur on or before the prescribed date & time for submission of Bids.

(a) Bid Security Rs.2,50,000/- (Rupees Two lakh fifty thousand. only) as per the Instructions given in the RFP document.

(b) Cost of Tender document Rs. 10,000/- and as per the Instructions given in the RFP document.

(c) Tender processing fee of Rs. 1063/- inclusive of all Taxes shall be paid through online mode only. Henceforth there will be no need for physical submission of demand draft for the same.

(d) Power of Attorney for signing of Bid.

(e) An undertaking from the person having POA referred above that they agree and abide by the Bid documents uploaded by the PW DIV II NAGPUR and Amendments uploaded, if any

(f) If applicable, the Power of attorney for Lead Member of Consortium in the format; and

(iii) The Bid (Price Bid) should be submitted online only in the prescribed format given in the website. No other mode of submission is accepted.

(iv) Appendix-I of the Bid shall be digitally signed by the Authorized Signatory of the Bidder & Submitted “on line”. No hard copy of financial proposal is required to be submitted.

(v) It may be noted that scan copies can be prepared in different file format (PDF, ZIP).

(vi) It may also be noted that Bidders can upload a single file of size of 10 MB only but you can upload multiple files.
(vii) Date & Time for submission of Bids - Refer Online schedule on portal https://pwd.maharashtra.etenders.in

(viii) The Hard copies of all experience certificates and other relevant documents sought by the Authority shall be submitted as per the Instructions given in the RFP.

The documents prescribed to be submitted as specified above shall be placed in a sealed envelope. The envelope should bear the identification given in the RFP document and addressed to:

THE SUPERINTENDING ENGINEER
Public Works Circle
NAGPUR

3) Modified/Substitution/Withdrawal of Bids:

(i) The Bidder may modify/substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Date.

(ii) Any alternative/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

(iii) For modification or e-bid, bidder has to click on Edit Bid Option and resubmit digitally signed modified bid.

(iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

(v) Before withdrawal of a bid, it may be specifically be noted that after withdrawal of a bid any reason, bidder cannot re-submit e-bid again.

4. Opening & Evaluation of Bids:

(i) Opening and evaluation of bids will be done as per the procedure given in the RFP.

(ii) The Authority shall open on-line at the specified time on the Bid due date in the presence of Bidders who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the RFP.

(iii) Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP.

(iv) Financial Bid of non-responsive Bidders shall not be opened.

(v) The Technical Bid shall be opened of those Bidders only who submit documents in original and also the copies of the prescribed documents as set out in the RFP. The Bid submitted on-line shall not be opened and rejected, if it contains additional documents other than those mentioned above.
### APPENDIX -III

**INDICATIVE LIST OF STATE HIGHWAY AND MDR**

(for which safety consultants are to be appointed)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>State Highway No.</th>
<th>Name of Road</th>
<th>Length (km)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>335</td>
<td>Narkhed Ghubadmet Zilpa Saoner Khapa Parshioni Amdi Mansar Ramtek to Dist. Border Km 00/00 to Km 275.74</td>
<td>275.74</td>
</tr>
<tr>
<td>2.</td>
<td>346</td>
<td>Parseoni Khaparkheda Dahegaon Patansawangi Bramhanwada Bharatwada Fetri Hingna Road 00/00 to 42/100</td>
<td>42.100</td>
</tr>
<tr>
<td>3.</td>
<td>337</td>
<td>Kothurna Salai Chargaon Navegaon Neurwada Bondri Khumari Chargaon Lendezari Modagaon Chicholi Road Km 00/00 to Km 85/00</td>
<td>85.00</td>
</tr>
<tr>
<td>4.</td>
<td>347</td>
<td>NH-7 to Panjari Waroda Pewatha Salai Pachgaon Kuhi Mandhal Road Km 00/00 to Km 66/00</td>
<td>66.00</td>
</tr>
<tr>
<td>5.</td>
<td>324</td>
<td>Kharangna Masod Kondhali Sawargaon Chicholi Road Km 00/00 to 76/600</td>
<td>76.00</td>
</tr>
<tr>
<td>6.</td>
<td>342</td>
<td>Bhivapur Nand Besur Road Km 00/00 to Km 33/00</td>
<td>33.00</td>
</tr>
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