

Date: 16.03.2018

PUBLIC WORKS DEPARTMENT
GOVERNMENT OF RAJASTHAN


ADDENDUM No.1

to

REQUEST FOR PROPOSALS (RFP)
(NIT No-15/2017-18 dated- 12.02.2018)

for

Appointment of Safety Consultant for Development,
Operation/Maintenance of Hanumangarh to Abohar Section of
SH-7A (Upto Punjab Border) on PPP Design, Build, Finance,
Operate and Transfer (DBFOT) Toll Basis on VGF Mode in
the State of Rajasthan.


16/3/18

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The following is the modification to the RFP for Appointment of Safety Consultant for Development, Operation/Maintenance of Hanumangarh to Abohar Section of SH-7A (Upto Punjab Border) on PPP Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis on VGF Mode in the State of Rajasthan. The deletions from the earlier text of the RFP are indicated as strikethroughs and additions are under lined.

S.No	Particular	Provision of the RFP
1	Copy of schedule "L"	<p style="text-align: center;"><u>SCHEDULE - L</u> <i>(See Clause 18.1.1)</i></p> <p style="text-align: center;"><u>SAFETY REQUIREMENTS</u></p> <p><u>1</u> <u>Guiding principles</u></p> <p>1.1 <u>Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on or about the Project Highway, irrespective of the person(s) at fault;</u></p> <p>1.2 <u>Users of the Project Highway include motorised and non-motorised vehicles as well as pedestrians and animals involved in, or associated with accidents. Vulnerable Road Users (VRU) include pedestrians as well as riders of motorised two-wheelers, bicycles and other vehicles which do not provide adequate occupant protection.</u></p> <p>1.3 <u>Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.</u></p> <p>1.4 <u>Safety Requirements include measures associated with traffic management and regulation such as road signs, pavement marking, traffic control devices, roadside furniture, highway design elements, enforcement and emergency response.</u></p> <p><u>2</u> <u>Obligations of the Concessionaire</u></p> <p><u>The Concessionaire shall abide by the following insofar as they relate to safety of the Users:</u></p> <p>(a) <u>Applicable Laws and Applicable Permits;</u></p> <p>(b) <u>Manual for Safety in Road Design, issued by MoRTH;</u></p> <p>(c) <u>relevant Standards/Guidelines of IRC relating to safety, road geometrics, bridges, culverts, road signs, pavement marking and roadside furniture;</u></p> <p>(d) <u>provisions of this Agreement; and</u></p> <p>(e) <u>Good Industry Practice.</u></p>



		<p>3 <u>Appointment of Safety Consultant</u></p> <p><u>For carrying out safety audit of the Project Highway under and in accordance with this Schedule-L, the Authority shall appoint from time to time, one or more qualified firms or organisations as its consultants (the "Safety Consultant"). The Safety Consultant shall employ a team comprising, without limitation, one road safety expert and one traffic planner to undertake safety audit of the Project Highway.</u></p> <p>4 <u>Safety measures during Development Period</u></p> <p>4.1 <u>No later than 90 (ninety) days from the date of this Agreement, the Authority shall appoint a Safety Consultant for carrying out safety audit at the design stage of the Project. The Safety Consultant shall collect data on all fatal crashes and other road accidents which occurred on the Project Highway in the preceding two years by obtaining copies of the relevant First Information Reports (FIRs) from the police stations having jurisdiction. The information contained in such FIRs shall be summarised in the form prescribed by IRC/PWD for this purpose and the data shall be analysed for the type of victims killed or injured, impacting vehicles, location of accidents and other relevant factors.</u></p> <p>4.2 <u>The Concessionaire shall provide to the Safety Consultant, in four copies, the relevant drawings containing the design details that have a bearing on safety of Users (the "Safety Drawings"). Such design details shall include horizontal and vertical alignments; sightlines; layouts of intersections; interchanges; road cross-section; bridges and culverts; side drains; provision for parked vehicles, slow moving vehicles (tractors, bullock carts, bicycles) and pedestrians; bus bays; truck lay-bys; and other incidental or consequential information. The Safety Consultant shall review the design details and forward 3 (three) copies of the Safety Drawings with its recommendations, if any, to the Independent Engineer who shall record its comments, if any, and forward one copy each to the Authority and the Concessionaire.</u></p> <p>4.3 <u>The accident data and the design details shall be compiled, analysed and used by the Safety Consultant for evolving a package of recommendations consisting of safety related measures for the Project Highway. The safety audit shall be completed in a period of three months and a report thereof (the "Safety Report") shall be submitted to the Authority, in 5 (five) copies. One copy each of the Safety Report shall be forwarded by the Authority to the Concessionaire and the Independent Engineer forthwith.</u></p> <p>4.4 <u>The Concessionaire shall endeavour to incorporate the recommendations of the Safety Report in the design of the Project Highway, as may reasonably be required in</u></p>
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	<p><u>accordance with Applicable Laws, Applicable Permits, Manuals and Guidelines of PWD and IRC, Specifications and Standards, and Good Industry Practice. If the Concessionaire does not agree with any or all of such recommendations, it shall state the reasons thereof and convey them to the Authority forthwith. In the event that any or all of the works and services recommended in the Safety Report fall beyond the scope of Schedule-B, Schedule-C or Schedule-D, the Concessionaire shall make a report thereon and seek the instructions of the Authority for funding such works in accordance with the provisions of Article 18.</u></p>
4.5	<p><u>Without prejudice to the provisions of Paragraph 4.4, the Concessionaire and the Independent Engineer shall, within 15 (fifteen) days of receiving the Safety Report, send their respective comments thereon to the Authority, and no later than 15 (fifteen) days of receiving such comments, the Authority shall review the same alongwith the Safety Report and by notice direct the Concessionaire to carry out any or all of the recommendations contained therein with such modifications as the Authority may specify; provided that any works or services required to be undertaken hereunder shall be governed by the provisions of Article 18.</u></p>
5	<p><u>Safety measures during Construction Period</u></p>
5.1	<p><u>A Safety Consultant shall be appointed by the Authority, no later than 4 (four) months prior to the expected COD, for carrying out a safety audit of the completed Construction Works.</u></p>
5.2	<p><u>The Safety Consultant shall collect and analyse the accident data for the preceding two years in the manner specified in Paragraph 4.1 of this Schedule L. It shall study the Safety Report for the Development Period and inspect the Project Highway to assess the adequacy of safety measures. The Safety Consultant shall complete the safety audit within a period of 4 (four) months and submit a Safety Report recommending a package of additional road safety measures, if any, that are considered essential for reducing accident hazards on the Project Highway. Such recommendations shall be processed, mutatis mutandis, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this Schedule-L.</u></p>
5.3	<p><u>The Concessionaire shall make adequate arrangements during the Construction Period for the safety of workers and road Users in accordance with the guidelines of IRC for safety in construction zones, and notify the Authority and the Independent Engineer about such arrangements.</u></p>
6	<p><u>Safety measures during Operation Period</u></p>
6.1	<p><u>The Concessionaire shall develop, implement and administer a surveillance and safety programme for Users, including</u></p>

		<p><u>correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.</u></p> <p><u>6.2 The Concessionaire shall keep a copy of every FIR recorded by the Police with respect to any accident occurring on the Project Highway. In addition, the Concessionaire shall also collect data for all cases of accidents not recorded by the Police but where a vehicle rolled over or had to be towed away. The information so collected shall be summarised in the form prescribed by IRC/ PWD for this purpose. The Concessionaire shall also record the exact location of each accident on a road map. The aforesaid data shall be submitted to the Authority at the conclusion of every quarter and to the Safety Consultant as and when appointed.</u></p> <p><u>6.3 The Concessionaire shall submit to the Authority before the 31st (thirty first) May of each year, an annual report (in ten copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Accounting Year and the measures taken by the Concessionaire pursuant to the provisions of Paragraph 6.1 of this Schedule-L for averting or minimising such accidents in future.</u></p> <p><u>6.4 Once in every Accounting Year, a safety audit shall be carried out by the Safety Consultant to be appointed by the Authority. It shall review and analyse the annual report and accident data of the preceding year, and undertake an inspection of the Project Highway. The Safety Consultant shall complete the safety audit within a period of 1 (one) month and submit a Safety Report recommending specific improvements, if any, required to be made to the road, bridges, culverts, markings, signs, road furniture and Project Facilities, including cattle crossings and pedestrian crossings. Such recommendations shall be processed, mutatis mutandis, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this Schedule—L.</u></p> <p><u>7 Costs and expenses</u></p> <p><u>Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of Paragraph 2 of this Schedule-L, shall be met in accordance with Article 18, and in particular, the remuneration of the Safety Consultant, safety audit, and costs incidental thereto, shall be met by the Concessionaire.</u></p>
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Superintending Engineer (PPP)
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