

# GOVERNMENT OF RAJASTHAN

## Public Works Department

### Request for Proposal (RFP)

### Appointment of Safety Consultant

for

**Name of Project:** 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.

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## 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.

## INVITATION OF PROPOSAL

### INTRODUCTION

#### 1.1 Background

- 1.1.1 Public Works Department, Rajasthan is engaged in development of State Highways entrusted to it by Government of Rajasthan. As part of this endeavour, the Authority has taken up development of some of the State Highways through Public Private Partnership (PPP)(VGF) Mode.
- 1.1.2 It is stipulated in the Model Concession Agreements (MCA) of the PPP Projects that the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project Highways and / or shall comply with the safety requirements set forth in Schedule 'L' of Model Concession Agreement (MCA) for PPP(VGF) projects.
- 1.1.3 It is also stipulated in the Model Concession Agreement that Authority shall appoint an experienced and qualified firms or organization as a "Safety Consultant" for carrying out safety audit of the Project Highway under and in accordance with the safety requirements set forth in Schedule-L for the aforesaid Phases of Project.
- 1.1.4 It is proposed to appoint a safety consultant for the period commencing from date of start of the development period till one year after the COD of the project.
- 1.1.5 Only those consultants who have been empanelled by NHAI/MoRTH are eligible to submit their financial proposal.

#### 1.2 Requests for Proposal

The indicative list of projects, falling in different districts of the state, is mentioned in 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. It is to clarify that a consultant may apply for only single project.

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.

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 Sale of RFP Document

RFP document can be downloaded from the Official Website of the Authority (www.pwd.rajasthan.gov.in).

#### 1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 60 days from the Proposal Due Date (the “PDD”).

#### 1.6 Brief description of the Selection Process

Selection for project specific work will be done on least cost basis.

#### 1.7 Currency conversion rate and payment

1.7.1 Deleted

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

#### 1.8 Schedule of Selection Process –

The Authority would endeavour to adhere to the following schedule

##### Event Description Date

S. No.	Event	Date
1	Last date for receiving queries/clarifications	23.02.2018
2	Pre Proposal Conference	24.02.2018
3	Authority response to queries	08.03.2018
4	Proposal Due Date or PDD	27.03.2018
5	Opening of Proposal	On proposal due date
6	Letter of Award (LOA)	[ Within 30 days of PDD]
7	Signing of Agreement	Within 10 days of LOA
8	Validity of Applications	60 days of Proposal due date

1.9 Deleted

### 1.10 Pre-Proposal Conference

Pre-Proposal Conference shall be held on 24.02.2018 at 11.00 Hrs at the Conference Hall, PPP Division, Chief Engineer's Office, Public Works Department, Jacob Road, Civil Lines, Jaipur-302006

### 1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

The Additional Chief Engineer (PPP)  
Public Works Department,  
Jacob Road, Civil Lines,  
Rajasthan, Jaipur-302006  
Phone: +91 141 5110547 Fax: +91 141 5110547  
Email: aceppp.pwd@rajasthan.gov.in

1.11.2 The Official Website of the Authority is: **www.pwd.rajasthan.gov.in**

[Note: Please open the page 'MENU' and then page 'Public Private Partnership' to access all the posted and uploaded documents related to this RFP].

1.11.3 **All communications should contain the following information**, to be marked at the top in bold letters:

“RFP Notice No. ....”

## 2. INSTRUCTIONS TO APPLICANTS

### A 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. It is proposed to appoint a safety consultant for the period commencing from date of start of the development period till one year after the COD of the project. Only NHAI/MoRTH empanelled firms are eligible to apply in this RFP proposal. 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 least cost as 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 The Applicant shall submit its proposal in the form and manner specified in this RFP. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the format specified in the RFP.

1. **Only those consultants who have been empanelled by NHAI / MoRTH and do not have any conflict of interest as defined in this RFP are eligible to submit the financial proposal for the Project.**

2. The proposal shall be prepared and uploaded strictly in the prescribed formats marked as:  
**“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.”**

**“Do not open, except in the presence of the Evaluation Committee”**

3. The consultants are requested to ensure that they are quoting for project for which conflict of interest does not apply. In case of conflict of interest, their proposal may be rejected summarily without assigning any reason and if the project has already been awarded the same may be cancelled at any time even after award of the project.

2.1.4 Key Personnel - A firm must have at-least the team of two key personnel (i.e. Sr. Road Safety Expert cum Team Leader and Traffic Planner), each key personnel of the age not more than 65 years, required for performing the safety consultants' job for single PWD Contract package. The consultancy team shall consist of following Key Personnel (the “Key Personnel”) who shall discharge their respective responsibilities are specified below:

S. No.	Position	Nos
1	Sr. Road Safety Expert-cum-Team Leader	1
2	Traffic Planner	1
	Total	2



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

**Essential Qualifications:**

- a. Graduate in Civil Engineering from Recognized University.
- 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 5 years or retired not below the rank of Superintending Engineer of Central/State Govt./ PSU or equivalent.

**Preferential Qualifications:**

- a. Post - Graduation in Traffic/Transportation/Safety /Highway Engineering.
- b. Knowledge and exposure of National/International code of practice on road safety audit through his/her CV.
- c. Experience of road safety / work zone safety audit assignments or traffic/transport planning.

**(ii) Traffic Planner:**

**Essential Qualifications:**

- a. Graduate in Civil Engineering or Traffic Planning from Recognized University.
- b. Minimum professional experience of 7 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 2 years or retired not below the rank of Executive Engineer of Central / State Govt./ PSU or equivalent.

**Preferential Qualifications:**

- a. Master's Degree in Traffic Transport Planning/ Transport Engineering.
- b. Experience of traffic and/or transport planning.

2.1.4.1 It is necessary that the applicant shall retain the team proposed in empanelment till the completion of assignment.

2.1.4.2 The Sr. Road Safety Expert cum Team Leader shall acquire the 15 days certification course on road safety Audit from IAHE/IITs/NITs/IRF before commencement of safety consultancy work, if he has not already done before award of the said work.

**2.1.5 SUBMISSION OF DOCUMENTS:**

The Applicant shall prepare an "ORIGINAL" set of proposal (together with original / copies of documents required to be submitted along herewith pursuant to this RFP) and clearly mark "ORIGINAL). The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

The applicant shall upload the proposal prepared as above on E-Tender portal of Government of Rajasthan not later than 11.00 Hrs on ..... (Date).

The applicant is also required to submit the above referred proposal (Original, binded and sealed) in this office on or before 15.00 (Hrs.) on the same day at the address given below. However, applicant shall not submit Financial Quotes / Proposal in hard copy in this office i.e. Financial Quotes / Proposal is only to be uploaded on E-Tender Portal.

### Address

The Additional Chief Engineer (PPP)  
Public Works Department,  
Jacob Road, Civil Lines,  
Rajasthan, Jaipur-302006  
Phone: +91 141 5110547 Fax: +91 141 5110547  
Email: aceppp.pwd@rajasthan.gov.in

- 2.1.6 Proposal shall be opened at 15.30 Hrs. on the same day in the presence of the firm / organisation who chose to be present at venue. PWD shall not be liable for any delay in submission of the proposal within the stipulated period on any account whatsoever.
- 2.1.7 Financial proposal in the prescribed format (Appendix - II) including breakdown of cost of full key personal team assignment etc. shall be uploaded on E-Tender portal as mentioned above. Incomplete submission of financial proposal is liable to be rejected.
- 2.1.8 The financial proposal shall be strictly unconditional and unqualified, otherwise the same shall be declared as non-responsive.

## **2.2 Information for Firms**

- 2.2.1 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 PWD to initiate further proceedings against the said firm(s).
- 2.2.2 At any time before the submission of proposals, PWD may, for any reason, whether at its own initiative or in response to a clarification requested by a consulting firm, modify the Documents by amendment. The amendment will be notified by hosting on the website of PWD and the e-tender portal. All amendments will be binding on participating firms.
- 2.2.3. **Coordinator:** The firm shall designate its Senior Technical Director or Senior officer or the Team Leader 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 PWD and signing all letters / reports on behalf of the firm. The inputs including site visits / visits to office of PWD 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.
- 2.2.4 The consultant as a part of this assignment, will conduct two road Safety Awareness Programs / Workshops in the project stretch for PWD staff, IE staff, concessionaire and

the road users. Each workshop/awareness programme will be of 2 (two) days with participation of PWD officers, IE, concessionaire and road users. The cost of such programme/workshop for maximum six persons from the project shall be deemed to be included in the financial proposal of the project which will also include road safety pamphlets, posters, banners and stationeries etc. for participant and a site specific workshop /awareness programme will be conducted by the consultant for the awarded project including local NGOs/safety agencies etc. with support staff of consultant, IE and concessionaire

## 2.2.5 Expected Inputs of Experts and Support Staff:

2.2.5.1 Schedule 'L' prescribes the timelines for the assignments of Safety Consultants for various stages of a project (development, construction and operation). In case of development period, Para 4.3 of Schedule 'L' envisages that safety audit shall be completed in a period of 3 months. However, the drawings containing the design details to be provided by the Concessionaire (Ref. Para 4.2 of Schedule 'L') and collection of any data required for various audits is an ongoing process during the entire construction period of the project. Hence, the Safety Consultant shall review the set of drawings/designs as and when provided to them by PWD during the construction period of the project from safety perspective. Input of key personnel can be intermittent as per the project requirement; However bidder will have to indicate the man month of personnel with breakup of cost for each personnel to be engaged in the work plan as part of their financial bid in the prescribed format. It may be noted that CVs of only those key personal having intermittent input will be considered if the safety consultancy assignment on hands as on 7 days prior to PDD do not exceed 3 (three)

**The firm will have to furnish information regarding deployment of their proposed key personnel with their intermittent inputs in the number of projects already in hand and the personnel deployed thereon in the prescribed form of the RFP at Appendix II c.**

2.2.5.2 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. PWD 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. A certificate may be recorded by the Project Director, (PPP), PWD about the presence of experts and support staff at site for release of payment as per cost breakup given by the consultant.

## 2.2.6 Deliverables

S. No.	Report	Time Line
	<b>Development Stage</b>	
1	Inception Report covering all safety Audit activities including finalisation of methodology, implementing schedule, training requirement as per TOR.	Within 20 days of date of commencement of services/ as per instruction of PWD depending on the project status.
2	Report on Training and Workshop including report of technical gap observed during design	Within 45 days.

	audit etc.	
3	Collection of Road accident data and analysis of fatal and grievously injured accident with black spot identification	Within one month from commencement of services
4	Draft Safety Report	Within 2.5 months of date of commencement of service or date of handing over of Good for Construction (GFC) drawings by the concessionaire whichever is later.
5	Final Safety Report	Within 15 days of receiving comments by PWD / IE / Concessionaire
<b>Construction</b>		
1	Collection of Road accident data and analysis of fatal and grievously injured accident with black spot identification	Monthly.
2	Submission of GAP report/Road Safety Audit Report.	At the start of Construction i.e. first report on construction Zone(s) works within one months of commencement of construction / maintenance works
3	Road Safety Audit Report on all activities which were planned, actually executed and planned for the next quarter.	Quarterly.
4	Submission of audit report of work zone safety	Each quarter for the period of construction/ maintenance of project till COD
5	Workshop report	Every Six month
6	Final Safety report	Within three month of COD/ project completion.
<b>Maintenance Stage</b>		
1	Collection of Road accident data and analysis of fatal and grievously injured accident with black spot identification	Monthly.
2	Submission of GAP report/Road Safety Audit Report.	At the start of Maintenance stage i.e. first report on construction Zone(s) works within one months of commencement of construction / maintenance works
3	Road Safety Audit Report on all activities which were planned, actually executed and planned for the next quarter.	Quarterly.
4	Submission of audit report of work zone safety	Each quarter for the period of construction/ maintenance of project till COD
5	Workshop report	Every Six month
6	Final Safety report	Within three month of COD/ project completion

2.2.7 All reports including primary data shall be compiled, classified and submitted by the firm to PWD in soft form apart from the reports in hard form. The reports shall remain the property of PWD and shall not be used for any purpose other than that intended under these terms of reference. All the reports will be submitted electronically in addition to five hard copies.

N.B.:- It will be expected from the consultant to submit road safety audit report at the time of COD of the project also. It may be noted that the firms shall be required to ensure timely completion of the safety consultancy services of the project awarded to them in an effective manner strictly as per the contract. The performance appraisal of the safety consultant shall be carried out by the department based on the report of the concerned Project Director of PWD. The firm shall be liable for debarment for PWD works in the event of defaults attributable to the firm for delay in timely completion/poor performance of services, for a period of two years.

## **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.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) The Applicant, its consortium member (the “Member”) or Associate (or any constituent hereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribe and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows:
    - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause
- (b) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
  - (bb) a constituent of such Applicant is also a constituent of another Applicant; or
  - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
  - (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
  - (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
  - (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or subcontractor( s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above. For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (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 performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for 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.

## **2.4 Number of Proposals**

No Applicant shall submit more than one Application for each project. An Applicant shall not be entitled to submit another application for the same project in any case otherwise; their proposal will be rejected without assigning any reason.

## **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 Acknowledgement by Applicant**

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.8 Right to reject any or all Proposals**

- 2.8.1 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.
- 2.8.2 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.
  - (c) if Key Personal indicated by a firm matches with the Key Personal of another Empanelled firm, proposals of both the firms will be rejected without assigning any reasons thereof.
  - (d) 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 (i.e. bidder with least quote) 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.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

- 2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued

#### **1. Request for Proposal**

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

#### **2. Schedules**

- Form of Agreement
- Terms of Reference
- Deployment of Personnel
- Estimate of Personnel Costs
- Approved Sub-Consultant(s)
- Cost of Services
- Payment Schedule
- Bank Guarantee for Performance Security



**3. Guidance Note on Conflict of Interest**  
**Appendices**  
**Appendix –I: Deleted**

**Appendix-II: Financial Proposal**

- Covering Letter
- Financial Proposal
- Estimate of Personnel Costs

**2.10 Clarifications**

- 2.10.1 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 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 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 Authority will post the reply to all such queries on the Official Website and the e-tender portal.

- 2.10.2 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.

**2.11 Amendment of RFP**

- 2.11.1 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 the e-tender portal.

- 2.11.2 All such amendments will be notified on the official web site and the e-tender portal along with the revised RFP containing the amendments and will be binding on all Applicants.

- 2.11.3 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.

**C. PREPARATION AND SUBMISSION OF PROPOSAL**

**2.12 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.

## **2.13 Format and signing of Proposal**

- 2.13.1 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.
- 2.13.2 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”.
- 2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized 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/JV; or
  - (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - (d) by the authorized representative of the Lead Member, in case of consortium.
- 2.13.4 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.
- 2.14.1 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.
- 2.14.2 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 there under.
- 2.14.3 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.

## **2.15 Financial Proposal**

2.15.1 The applicant shall submit the Financial Proposal / Quotes only in the prescribed formats on the E Tender portal and no hard copy of the Financial Proposal / Quotes is required to be submitted

2.15.2 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, geo-technical 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 non-responsive 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.

## **2.16 Submission of Proposal**

2.16.1 The Applicants shall prepare an “ORIGINAL” set of the Proposal in hard bound form as described in para 2.1.5 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. The applicant shall upload the proposal prepared as above on E-Tender portal of Government of Rajasthan on the schedule day and time as mentioned in para 2.1.5.

The applicant is required to submit the above referred proposal (Original binded and sealed) at the address given and on the schedule day and time as mentioned in para 2.1.5. However, applicant shall not submit Financial Quotes / Proposal in hard copy in this office i.e. Financial Quotes / Proposal is only to be uploaded on E-Tender Portal.

In case the proposal is submitted on the document down loaded 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.

2.16.2 The following shall be the form of various documents in the Application:

- A. Only Electronic Form (to be uploaded.) [Refer Clause preparation and submission of Application) of the RFP]**
- (a) Technical proposal as indicated in Para 'B' below
  - (b) Financial proposal as per format prescribed in RFP.
- B. Original (in Envelope) [Refer to Clause preparation and submission of Application) of the RFP]**
- (I) Technical Proposal in Hard Bound including:**
    - (a) Power of Attorney for signing the Application
    - (b) Copy of Memorandum of Understanding between JV partners, if applicable;
    - (c) Firms credentials as per format prescribed in RFP.
    - (d) Technical proposal as per format as prescribed in RFP.
  - (II) Bid Security of Rs. 5,000/- (Rupees Five thousand only) in favour of Project Director (PPP), PWD, Jaipur payable at Jaipur through Demand Draft;**

The Proposal will be sealed in an outer envelope which will bear the address of the Authority, 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 Authorized 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.

2.16.4 The applicant shall submit the Financial Proposal / Quotes only in the prescribed formats on the E Tender portal and no hard copy of the Financial Proposal / Quotes is required to be submitted

2.16.5 Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.6 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 photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 Deleted

## **2.17 Proposal Due Date**

2.17.1 Proposal should be submitted on or before 11:00 hrs on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in

this RFP on E Tendering Portal. Hard copy of the proposal except Financial Proposal is required to be submitted on or before 15.00 Hrs on the same day. A receipt thereof should be obtained from the person specified therein.

- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.18 Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.19 Modification/ substitution/ withdrawal of Proposals**

- 2.19.1 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.
- 2.19.2 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.
- 2.19.3 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.

## **2.20 Bid Security**

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of [Rs. 5,000 (five thousand)] in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favour of Project Director, PPP, PWD, Jaipur payable at Jaipur (the “Bid Security”), returnable not later than 30 (thirty) 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.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP

including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section- 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **D. EVALUATION PROCESS**

### **2.21 Evaluation of Proposals**

- 2.21.1 The Authority shall open the Proposals at 15:30 hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.21.4 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.
- 2.21.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in the RFP.
- 2.21.6 A date, time and venue will be notified to all Applicants for opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants 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.
- 2.21.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.21.8 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.

### **2.22 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

## **2.23 Clarifications**

- 2.23.1 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.
- 2.23.2 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.

## **E. APPOINTMENT OF CONSULTANT**

### **2.24 Negotiations**

- 2.24.1 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.

In case the Selected Applicant fails to re-confirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

- 2.24.2 Deleted

### **2.25 Substitution of Key Personnel**

- 2.25.1 Firm will not normally be allowed to change key personnel as proposed at the time of empanelment; unless and until, it has been allowed by Authority to substitute in case of any incapacity or due to health or exceeding the maximum permissible intermittent input as mentioned in this RFP. Substitution will, however, be permitted, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.25.2 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.

### **2.26 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

## **2.27 Award of Consultancy**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

## **2.28 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.

## **2.29 Commencement of assignment**

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to 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.

## **2.30 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**

### **3.3 Evaluation of Financial Proposal**

- 3.3.1 The financial evaluation will be carried out as specified in RFP.
- 3.3.2 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.
- 3.3.3 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.



- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the lowest quote). 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 of RFP.

#### **4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited” Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive, practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement,

- who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5. PRE-PROPOSAL CONFERENCE**

- 5.1 Pre- Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those applicants, who have purchased the RFP document or downloaded the same from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each applicant shall be allowed to participate on production of an authority letter from the applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **6. MISCELLANEOUS**

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Jaipur 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 Applicants in their previous experience record.

## DATA SHEET

(As Mentioned in Invitation of Proposal and Information for firms)

1. **The Name of the Assignment:** Appointment of Safety Consultants 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.
2. **The Name of the Client:** PUBLIC WORKS DEPARTMENT
3. **The Description of the Project:** The details of the projects for which safety consultant is to be appointed are given in RFP. To obtain first-hand information on the assignment and on the local conditions, Firms are encouraged to pay a visit to Project site before submitting a proposal.
4. **Date and Time of Pre-Proposal Conference to be held on 24.02.2018 at 11.00 Hrs**  
*Venue:* Conference Hall, PPP Cell, PWD Rajasthan, Jaipur.
5. The proposal shall be valid for **60** days after the last date of submission.
6. The Language of documents and correspondence will be English
7. **The number of copies of the proposal required to be uploaded: 1 no.**
8. The date and time of proposal submission on e-tender portal are: 27.03.2018(up to 11:00 hrs)
9. **Commencement of Assignment:** The Consultants shall commence the services within seven (7) days of the date of Signing of Contract Agreement or such other date as may be mutually agreed.
10. **Duration of Assignment:** The duration of the assignment will be upto one year after the COD of the project.

### ADDRESS FOR COMMUNICATION

The Additional Chief Engineer (PPP)  
Public Works Department,  
Rajasthan, Jaipur-302006  
Phone: +91 141 5110547 Fax: +91 141 5110547  
Email: aceppp.pwd@rajasthan.gov.in

### 11. Proposal Opening & Evaluation:

#### 11.1 Evaluation of Financial Proposal.

11.2 For financial evaluation, total cost of financial proposal will be considered. This however, does not include (i) service tax, which is reimbursable (ii) any taxes and duties payable in respect of expatriate key personnel.

11.3 The evaluation committee 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 terms of reference within the total quoted price shall be that of the consultant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the applicable law as applicable on foreign and domestic inputs. The work will be awarded on the least cost basis.

## **12. PERFORMANCE SECURITY**

**12.1** 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 consultant shall furnish within 28 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee from the Bank (Generally by SBI or its subsidiaries or any Indian nationalized bank or IDBI or ICICI or ICICI Bank of by a foreign bank through a correspondent bank in India) for an amount equivalent to 5% of the total contract value to be received by him towards Performance Security valid for a period of six months beyond the date of completion of services.

### **12.2 Selection of firm for a particular assignment:**

The selection is on Least Cost basis. For each assignment, quotes are obtained from bidders on the basis of details/ report of the Project mentioned in Appendix VI. The firms are encouraged to visit the site before submitting the Financial Proposal. The firms are to upload financial offer as per the formats given at Appendix II, alongwith:

- (i) a no conflict of interest certificate (specific only to the assignment) with the Concessionaire and the Independent Engineer concerned; Appendix IIA and
- (ii) the Financial Proposal/ Quote; Appendix II B . The financial proposal shall be strictly unconditional and unqualified, otherwise the same shall be declared as non-responsive.

## **13 NEGOTIATION**

- i) Prior to the expiration period of validity of proposal, the PWD shall notify the successful firm by registered letter or facsimile or Email and may either issue LOA if negotiations are not required or may invite it to negotiate the contract.
- ii) Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations
- iii) Negotiations shall commence with a discussion of the proposed work plan, each key personal to ascertain his availability. Agreement must then be reached on the TOR, the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimize the required outputs from the firm and to define clearly the inputs required from the PWD to ensure satisfactory implementation of the assignment.
- iv) Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the PWD expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available. PWD shall not consider substitutions during contract negotiations except in cases of incapacity of

key professional staff for reasons of health. The negotiations shall be concluded with a review of the draft form of Contract. The PWD and the firm will finalize the contract to conclude negotiations.

- v) In case negotiations fail with the first invited firm, the second lowest firm shall be invited and the same procedure shall be followed until successful negotiations are concluded.
- vi) The firms/ organizations shall make their own assessment of key and support personnel to undertake the assignment. Additional staff or personnel if required to complete the assignment in the prescribed time, must be provided, within the total quoted cost only. PWD 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.

#### **14. Removal and/or Replacement of Personnel**

Except as the Client may otherwise agree, no changes shall be made in the Key Professional Personnel proposed at the time of empanelment. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as replacement a person of equivalent or better qualifications and experience.

- 14.1 If the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
- 14.2 has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds, therefore forthwith provide as a replacement a person with equivalent or better qualifications and experience acceptable to the Client.

Any of the Personnel provided as a replacement under Clauses 14.1 and 14.2 above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) for total replacement up to 50% of key personnel, remuneration shall be reduced for each key personnel by 2.5% of the contract price and for total replacement beyond 50% of the total of key personnel, the client may initiate action for termination / debarment of such Consultant for future projects of PWD for a period of 2 years.

#### **15. Award, Signing of Contract Agreement and Commencement of Services:**

The Contract shall be awarded through a Letter of Acceptance (LOA) to the referred/selected firm on issuance of LOA, preferred bidder will submit the performance security as mentioned above for an amount of 5% of the bid price. The preferred firm shall sign the contract agreement as per the draft enclosed at Appendix-III and commence the services within 7 days from the date of signing of contract or from a mutually agreed date. If the preferred firm fails to commence the services, then BG provided by the firm shall be encased by PWD.

**Assignment of Safety Consultant - No Conflict of Interest Certificate**

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

Name of Concessionaire: GAJENDER INFRATECH PRIVATE LIMITED  
FLAT NO. 108, BLOCK-4  
ROYAL GREEN APARTMENT  
SIRSI ROAD, JAIPUR-302012

Name of Independent Engineer (IE) : M/s CADD Consulting Engineers Pvt. Ltd. In association with M/s Khufus Horizon Engineering Consultancy.  
N1/270, CRP Ekamra Kanana Rd, IRC Village,,  
Nayapalli, Bhubaneswar, Odisha-751015.  
Tel: +91-6742553518

On behalf of our firm/organization and the proposed team members for the assignment of Safety Consultant for above mentioned project, we certify that

- (i) We have no financial interest in any of the above mentioned entities or in the contracts of the Concessionaire and IE of above mentioned project.
- (ii) We have had no previous employment by or financial ties to any of above mentioned entities except for the following fee based consultancy services.

S. No.	Name of Project	Fee received from M/s	Consultancy Fee Received (Rs.)

- (iii) We have no professional or personal relationship with the above mentioned entities.
- (iv) In case we are selected for the assignment, we shall not accept any direct/ indirect employment / consultancy with the above mentioned entities during the period of assignment.
- (v) During the period of assignment, we shall not engage in discussion or make any agreement with the above entities regarding employment/ consultancy after the assignment is over.
- (vi) We shall remain impartial and independent of above entities.
- (vii) We understand that PWD may forfeit our security or blacklist or debar us for a minimum 2 years period in case any of above certifications is found incorrect.

(Signature of Authorized Representative)

**FORMAT FOR SUBMISSION OF THE PROPOSAL FOR APPOINTMENT OF SAFETY CONSULTANT**

- Form – 1: Forwarding Letter
- Form – 2: Details of Firm
- Form – 3: Approach & Methodology proposed for the assignment
- Form – 4: Deleted
- Form – 5: Work Plan
- Form – 6: Format of CV for proposed key staff
- Form –7: Details of Safety Consultancy Projects in hand of the proposed Key personnel/.



## Forwarding Letter

**Sub: Safety Consultant for Projects on PPP (VGF) basis Projects.**  
-Application for appointment of Safety Consultant.

Dear Sir,

With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for appointment of Safety consultant for Projects on PPP basis Projects. The Application is unconditional and unqualified.

- 2 All information provided in the Application, Appendices and Annexure is true and correct and all documents accompanying such Application are true copies of their respective originals.
- 3 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.
- 4 I/We certify that in the last three years, I/we or any of the Members of Joint Venture have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
5. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/We submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Place:

(Signature of the Authorized Representative)  
(Name and designation)  
Name and seal of the Firm

**Details of Firm**

(to be furnished by individual firm or each of the constituent firms in case of JVs)

1. Month/ Year of incorporation of firm/ organization.

Name of firm/ organization	Month/ Year of incorporation	Country	Type of Organization			
			Individual	Partnership	Corporation	Others (pl. describe)

Note: A copy of Certificate of Incorporation is to be furnished.

2. Office/Business Address/Telephone nos.

3. Total experience in consultancy: .....Years

4. Consultancy Experience in Road & Bridge Projects : .....Years

5. INFRACON ID of the firm:

**APPROACH & METHODOLOGY PROPOSED FOR THE ASSIGNMENT**

The firm/ organization based on its experience and after reviewing Schedule 'L' of MCA shall:

1. list out the major tasks for safety audits during development (design audit) or construction stages (development/ construction/) or maintenance stages separately for Road & Bridge Projects.
2. propose sequencing of the tasks so as to complete the assignment within the timelines given in Schedule 'L' of Concession Agreement/ Article 18 of agreement.
3. list out the documents required for auditing;
4. propose checklist of items/ issues under each task; and
5. list out the staff inputs, equipment and system required for conducting the safety audit as per above tasks/ checklists. Please mention the systems available or any systems exclusively developed by your firm to conduct such audits.

**WORK PLAN**

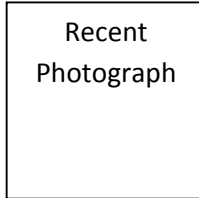
Work Plan (in the Form of Bar Chart)

(1st, 2nd, etc. are weeks from the date of commencement of assignment)

Sl. No.	Description of task	Persons in the team responsible for the task	Weeks							
			1st	2nd	3rd	4th				
A	Development Stage									
	(i)									
	(ii)									
	(iii)									
B	Construction Stage/maintenance Stage									
	(i)									
	(ii)									
	(iii)									

**CURRICULUM VITAE (CV) OF KEY PERSONNEL  
(as submitted for empanelment)**

1. Proposed Position: \_\_\_\_\_
  2. Name of Firm : \_\_\_\_\_
  3. Name of Key personnel & Infracon ID:  
\_\_\_\_\_
  4. Profession : \_\_\_\_\_
  5. Date of Birth: \_\_\_\_\_ (pl. enclose proof)
  6. Nationality: \_\_\_\_\_
  7. Years with Firm / Entity : \_\_\_\_\_
  8. Membership of Professional Societies : \_\_\_\_\_  
Publication: (List of details of major technical reports/papers published in recognized national and international journals)
  9. Detailed Task Assigned: \_\_\_\_\_
  10. Educational Qualification:  
(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please enclose proof of qualification)
  11. Employment Record:  
(Starting with present position, list in reverse order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience , period of specific assignment must be clearly mentioned, also give PWD references, where appropriate).
  12. Summary of the CV  
(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).
- A) Education:
- Field of Graduation and year
- Field of Post-Graduation and year
- Any other specific qualification



B) Experience

Total Experience in the field relevant to the assignment: \_\_\_\_\_ Yrs

Break-up of Total Experience, field – wise:

Responsibilities held	No. of Years
(i)	
(ii)	
(iii)	

Relevant Specific Experience: \_\_\_\_\_ Yrs.

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

If yes, how many years :

If no, what is the employment :

Arrangement with the firm? :

13. Details of the current assignment and the time duration for which services are required for the current assignment.

**Certification by the Candidate**

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualification and my experience and PWD would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by NHAI/PWD nor left any assignment with the consultants engaged by NHAI /PWD/ contracting firm for any continuing work of NHAI/PWD without completing my assignment. I will be available to undertake the safety audit assignments for a minimum period of 12 months. If I leave this assignment in the middle of the work, PWD would be at liberty to debar me from taking any assignment in any of the PWD works for an appropriate period of time to be decided by PWD. I have no objection if my services are extended by PWD for this work in future.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in PWD projects during the period of assignment of this project and PWD shall consider my CV invalid till such time.

***For key personnel having intermittent inputs, add the following:***

“I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date of submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments.

Signature of the Candidate \_\_\_\_\_

Place \_\_\_\_\_  
Date \_\_\_\_\_

### **Certification by the firm**

The undersigned on behalf of ----- (name of consulting firm) certify that the details of qualification and experience of Shri ----- (name of the proposed personnel and address) as described in the CV has been checked and found to be correct. It is also certified that Shri----- ----- (name of proposed personnel) to the best of our knowledge has neither been debarred by NHAI/any other central or State Government, nor left his assignment with any other consulting firm engaged by NHAI/any other central or State Government /Contracting firm (firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to PWD Rajasthan, it would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by PWD Rajasthan.

Signature of the Authorized Representative of the firm \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Note:

- i) Personnel is to affix his recent photograph on 1st page of CV.
- ii) Complete Address and Phone Number of the Personnel is to be provided.
- iii) Document for proof of age is to be enclosed.
- iv) Documents for proof of qualifications shall be as uploaded in INFRACON.
- v) DELETED.
- vi) Age of personnel shall not be more than as specified.
- vii) Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm before scanning and uploading on the e-tender portal.
- viii) The PWD may verify the details mentioned in CV by writing to the Employer indicated in the CV. The individual and the consultancy firm shall be liable for any incorrect information.

**Details of safety Consultancy Projects in hand of the Proposed Key Personnel**

S.No.	Name of Key Personnel	Name of Project in hand of the Key Personnel as on 7 days prior to the due date of this RFP	Position in which the key Personnel is Deployed in the Project

Signature of Authorised Representative of the Firm.....

Place:.....

Date:.....



Formats of Financial Proposal and Payment Terms:

FORWARDING LETTER OF FINANCIAL PROPOSAL

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir:

Subject: Appointment of Safety Consultants for “Projects on PPP (VGF) basis”-  
Financial/ Price Proposal.

We \_\_\_\_\_ firm/organization herewith enclose the\*Financial/ Price Proposal for selection of our firm/organization as Safety Consultant for Project 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. (name of the Project). We confirm that this offer is valid for 60 days from due date for submission of this proposal.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)

Note:-

1. The Financial/ Price Proposal shall be filled strictly in the prescribed formats. The proposals not in the prescribed formats and not containing full details shall be rejected.

## Appendix II-B

**Format of Financial Proposal: – FOR DEVELOPMENT PERIOD/ CONSTRUCTION PERIOD / MAINTENANCE PERIOD**

**Name of Project:** 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.

**Total length of the Project: 43.00 Km.**

S. No.	Description of services	Amount Quoted	
		Figure	Words
A	Conducting Safety Audit including Remuneration of Experts / Key Personnel & support staff, boarding & lodging, Transportation, Reports & Documents, Deliverables, Cost of Office Space, Equipment, Computer Hardware/ Software, etc. required for the assignment inclusive of all Other Costs inclusive of all taxes and insurance etc. for <b>Development Phase</b> .		
B	Conducting Safety Audit including Remuneration of Experts / Key Personnel & support staff, boarding & lodging, Transportation, Reports & Documents, Deliverables, Cost of Office Space, Equipment, Computer Hardware/ Software, etc. required for the assignment inclusive of all Other Costs inclusive of all taxes and insurance etc. for <b>Construction Phase</b> .		
C	Conducting Safety Audit including Remuneration of Experts / Key Personnel & support staff, boarding & lodging, Transportation, Reports & Documents, Deliverables, Cost of Office Space, Equipment, Computer Hardware/ Software, etc. required for the assignment inclusive of all Other Costs inclusive of all taxes and insurance etc. for <b>Maintenance phase</b> of 1 Yrs. After COD.		
	<b>Total Fee of Assignment (A+B+C)</b>		

NOTE:

- (i) Rate quoted shall include all expenditure required for the assignment.
- (ii) The Financial Proposal shall take into account all types of tax liabilities and cost of insurance

- (iii) The firms/ organizations shall take full responsibility for accuracy in assessment of above amounts.
- (iv) The Consultation Service Tax will be reimbursed on submission of paid challan copies duly certified by Chartered Accountants firm.
- (v) The payment shall be made as per payment schedule given below.
- (vii) Break up of cost of Assignment is to be given in Appendix IIC.
- (viii) In case, bidder does not submit break down of cost of the Assignment, then his bid will be considered as non-responsive.
- (ix) The payment to the consultant will be made as per deliverable made by them and it will be guided as per time line of deliverable mentioned in RFP.

## SUMMARY OF COST

S.No	Name of Highways in the project	Total Amount for Development, Construction & Maintenance Phase (A + B+C)			Total
		Amount in Figure (Rs.) A	Amount in Figure (Rs.) B	Amount in Figure (Rs.) C	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**Break up of Cost of Assignment****1 (A) Remuneration of Key Personnel / Experts and Support Staff**

Sl. No.	Position	Name	Whether the Name of Key Personnel was included in document for empanelment or not	S. No. of Key Personnel in the List of documents for empanelment	Rate	Input of Staff Man months*			Amount (In Rs.)
						at office	at site	Total	
	Experts / Key Personnel								
1	Road Safety Expert / Team Leader								
2	Traffic Planner								
	Sub-Total								
	Support Staff	Need not be named							
1									
2									
	Sub-Total								
	TOTAL								

Minimum man months for PPP projects on DBFOT basis for each Key Personnel are as under:

S. No	Key Personnel	Development (Home +Site)	Construction (Home + Site)	Maintenance (for 1 Yr after COD) (Home + site)
1	Team Leader	1 months	3 months	1 months
2	Traffic Planner	3 months	4 months	3 months

**1 (B) Boarding & Lodging and Per Diem for Site Visits**

- Experts/ Key Personnel

\_\_ person-days @ \_\_\_\_\_

- Support Staff

\_\_ person-days @ \_\_\_\_\_

Total \_\_\_\_\_(In Rs.)

**2 (A) Transportation at Site and Head Office**

Vehicles ..... Vehicle-month @ Rs. per vehicle-month = Rs. \_\_\_\_\_

Total \_\_\_\_\_

**2 (B) Duty Travel to Site**

- Experts/ Key Personnel

\_\_ round-trips @ \_\_\_\_\_

- Support Staff

\_\_ round-trips @ \_\_\_\_\_

Total \_\_\_\_\_(In Rs.)

**3. Reports and Document Costs**

Sl No.	Description	No. of copies	Rate (Rs.)	Amount (Rs.)

4. Cost of office space, equipment, computer hardware/software etc. required for the assignment. (In Rs.)

5. Other Cost (Pl. describe)

## **DRAFT CONTRACT AGREEMENT**

**For Safety Consultant for the Project -** 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.

AGREEMENT No. \_\_\_\_\_

This AGREEMENT (hereinafter called the “Agreement”) is entered into on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 2017, at Jaipur (rajasthan) between, THE GOVERNOR OF RAJASTHAN represented by Secretary in charge, Public Works Department ,Government of Rajasthan and having its principal offices at Jacob Road, Civil Lines, Jaipur-302006 (hereinafter referred to as the “Authority” which expression shall, unless repungnant to the context or meaning thereof , include its administrators, successors and assigns) of One Part

And,

\_\_\_\_\_ (hereinafter referred to as the “Consultant” which expression shall unless repungnant to the context or meaning thereof , include its administrators, successors and and permitted assigns).

WHEREAS

- (A) The Authority vide its letter \_\_\_\_\_ dated \_\_\_\_\_ has invited Request for Proposal for Appointment of Safety Consultant (hereinafter called the “Consultancy”) for [2/4/6-laning of \*\*\*\*\* 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 hereinafter 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 Rajasthan];
- (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 JAIPUR (Rajasthan) 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 INDIA 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 Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Jaipur (Rajasthan) it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.



**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 Authorized Representatives**

**Project Administration:**

**Coordinator: - PWD**

The PWD designates Project Director (PPP), PWD, of particular Project as the PWD’s Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract from PWD side, for receiving and approving invoices for payment, making payment of the consultancy, and for acceptance of the deliverables by the PWD.

**Coordinator – Firm**

The firm designated Mr....., Director as their coordinator who shall be responsible for coordination of activities under the Contract, interactions with Addl. Chief Engineer (PPP), PWD, Jaipur, Superintending Engineer (PPP) PWD, Project Director (PPP) PWD, and signing all letters/ reports on behalf of the firm.

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:

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
Tel: \*\*\*\*\* Fax: \*\*\*\*\* E-mail: \*\*\*\*\*

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 or such other date as may be mutually agreed.

### **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.

### **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 fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far 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 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **2.7.4 Extension of time**

Any period within which a Party shall, pursuant to this 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.

### **2.7.5 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.

### **2.7.6 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 30 (thirty) 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 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 provide under this Agreement; and
- (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### **2.9.3 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1, 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.

#### **2.9.4 Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1, 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) 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 disputes arise due to an event specified in Clause 2.9.1, aggrieved party may, within 30 (thirty) days after receipt of notice 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 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.

### 3.2.3 Prohibition of conflicting activities

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

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.
- (d) They should have no financial interest in any of the above mentioned entities or in the contract of the Concessionaire and IE of above mentioned project.
- (e) They should have had no previous employment by or financial ties to any of above mentioned entities except for the fee based consultancy services and it should be clarified as mentioned below.

S. No.	Name of Project	Fee received from M/s	Consultancy Fee Received Rs.)

- (f) They should have no professional or personal relationship with the above mentioned entities.
- (g) In case they are selected for the assignment, they shall not accept any direct/ indirect employment/ consultancy with the above mentioned entities during the period of assignment.
- (h) During the period of assignment, they shall not engage in discussion or make any agreement with the above entities regarding employment/ consultancy after the assignment is over.

### 3.2.4 Consultant not to benefit from commissions, discounts, etc.

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

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
  - (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
  - (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
  - (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **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. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **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 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.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 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 subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **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 good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the consultant shall be liable to pay such amounts on demand by the Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) million ;

(b) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and

(c) professional liability insurance for an amount no less than the Agreement Value. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

### **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) Deleted

### **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 Key Personnel as are not listed herein.
- (b) any other action that is not 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 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, shall not use these Consultancy Documents for purposes unrelated to this Agreement without prior written approval of the Authority.
- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.11 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 authorized 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.

### **3.12. Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procure from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it

shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. 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 this Agreement. The estimate of Personnel costs and man day rates are specified in this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth 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 Key Personnel listed in the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Key Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided in 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.

##### **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 one 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 as already specified in RFP.

## **5. OBLIGATIONS OF THE AUTHORITY**

### **5.1 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.

### **5.2 Law Governing Contract and Languages:**

The Contract shall be governed by the laws of Union of India and the language of the Contract shall be English. The firm shall indemnify and hold harmless the PWD against any and all claims, demands and / or judgments of any nature brought against the PWD arising out of the services by the firm and its staff under this Contract. The obligation under this paragraph shall survive even after the termination of this Contract.

### **5.3 Taxes:**

The firm shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the PWD shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.

## **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 herein the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6. 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 does not include the Additional Costs specified in this agreement (the "Additional Costs").

### **6.2 Currency of payment**

All payments shall be made in Indian Rupees.

### **6.3 Mode of billing and payment**

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

(i) Deleted

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

(b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date 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.

- (c) 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 in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- (d) In the event the Concession Agreement does not get executed within one year of the Effective Date the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 18 (eighteen) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.
- (e) 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 the contract amount 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 in 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 recognize 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 PUBLIC WORKS DEPARTMENT 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 JAIPUR 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

For and on behalf of Consultant:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

2.

SIGNED, SEALED AND DELIVERED

For and on behalf of [Authority]

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

## Terms of Reference

### 1. General

- 1.1 Public Works Department (PWD) is engaged in development of State Highways entrusted to it by Government of Rajasthan. As part of this endeavour, the Authority has taken up development of some of the State Highways through Public Private Partnership (PPP basis).
- 1.2 It is stipulated in the Model Concession Agreements (MCA) of the Projects that the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project Highways and/or shall comply with the safety requirements set forth in Schedule ‘L’/Clauses of the Concession Agreement in Development, Construction and Operation & Maintenance Phase of the Project.
- 1.3 The Agreements also envisage that Public works Department (PWD) shall appoint an experienced and qualified firm or organization as a “Safety Consultant” for carrying out safety audit of the Project Highway in accordance with the safety requirements set forth in Schedule-L for the aforesaid Phases of Project.
- 1.4 PWD intends to invite applications from the interested consultants’ empanelment by NHAI/MoRTH as safety consultant for carrying out safety audit of the project highway in accordance with the safety requirement set forth in Schedule – L of the Model Concession Agreement (MCA) of the PPP projects.
- 1.5 **Duties and Responsibilities of Safety Consultant:** The broad requirements are as indicated in the **Schedule ‘L’** of Model Concession Agreement (copy enclosed). In addition, the scope of services shall include but not be limited to the following:

### 2. Methodology to be adopted for Safety Consultant

Safety Consultant will conduct the safety audits during development and construction / maintenance periods as per the approved methodology, check lists and procedures by PWD. For this purpose, each bidder as part of bid will briefly submit work plan, Approach and Methodology for the proposed assignment, based on established International Procedure for road safety audit. Later on, the Successful bidders will submit the inception report including detailed methodology, check lists and procedure within 20 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. This information will be submitted to Addl. Chief Engineer (PPP), Public works Department and simultaneously to the concerned Project Director. Methodology, Check Lists and Procedures to be adopted are to be Project specific and approved by Addl. Chief Engineer (PPP), Public works Department. Consultants are free to suggest methodology, check list, procedure and good International practices as adopted in the countries like Australia, Sweden, USA, UK etc in addition to these prescribed by IRC.

### 3. During Development Period:

- 3.1 Collect data of all accidents in the project highway for preceding two years from Police Stations (Primary Source) and other secondary sources.

- 3.1.1 Do analysis of Fatal and grievously injured accidents “to identify the black spots” and relate to Accidents records with Traffic Volume to show trend as per Traffic Volume Count.
- 3.2 Carry out a design stage Road Safety audit as per the applicable manual, guidelines, standards and good industry practices; and prepare a draft Safety Report. This audit shall also take into consideration the changes being proposed to the cross section (geometrics) due to Intermediate Lane / 2-lane / 2-lane plus or 4-laning of existing roads and its likelihood effect on fatal and serious accidents based on the accident data collected in 3.1 and suggest countermeasures to mitigate the accident potential.
- 3.3 Review comments from Concessionaire, Independent Engineer and PWD on the draft Safety Report and furnish the Final Safety Report which inter-alia shall include costing of all safety recommendations.

**4. During Construction Period / Maintenance Period :**

- 4.1 Study the Safety Report of the development period/COD Safety Report in case of maintenance period and provide a gap report vis-à-vis what was given in Final Safety Report and Safety Report which was finally implemented.
- 4.2 Inspect the Project Highway keeping into consideration the construction / maintenance planning for the project as prepared by the Concessionaire. He would then identified the safety implications of the construction planning and submit gap report.
- 4.3 Carry out the Safety Audit once in a Calendar Quarter, till COD, to assess the adequacy of safety measures adopted and provided in construction / maintenance zone(s).
- 4.4 Collect accident data (monthly) from the Police Stations / Concessionaire / PD office / other secondary source and examine causes of fatal accidents including suggesting countermeasures.
- 4.5 Receive comments from Concessionaire, Independent Engineer and PWD and furnish revised recommendations of safety measures duly examining the above comments and submit Safety Reports.
- 4.6 Provide Quarterly Reports on all activities which were planned, actually executed and planned next Quarter. It is essential and part of financial quote of bidder.
- 4.7 The scope of Road Safety Audit during the construction shall also include conducting a Work Zone Safety Audit as per the attachment A.
- 4.8 Consultants shall also prepare & submit Quarterly Safety Reports after each inspection (once in a calendar quarter as per the Schedule L) to the concerned PD and Concessionaire. The scope of each of this inspection shall include but not be limited to identifying any gaps in provision of safety features as per the development stage and construction stage safety audit including work zone safety audit. The consultant shall submit the final safety report to PWD/PD clearly mentioning therein the compliance/non-compliance of the safety recommendations.

**5. Project Team**

- 5.1 The services will be required for a single contract package, firm shall deploy the following key personnel:.
- 5.2 The qualification and experience requirements of Key professionals are given below:

S.No.	Position	No.

1	Sr. Road Safety Expert cum Team Leader	1
2	Traffic Planner	1
	Total	2

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

- a. Graduate in Civil Engineering from Recognized University.
- b. Minimum 15 years of experience in highway sector in senior position associated with preparation on 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 5 years or retired not below the rank of Superintending Engineer of Central/State Govt./PSU or equivalent.

**Preferential Qualifications:**

- a. Post - Graduation in Traffic/Transportation/Safety /Highway Engineering.
- b. Knowledge and exposure of National/International code of practice on road safety audit through his/her CV.
- c. Experience of road safety / work zone safety audit assignments or traffic/transport planning.

(ii) **Traffic Planner:**

**Essential Qualifications:**

- a. Graduate in Civil Engineering or Architecture from Recognized University.
- b. Minimum professional experience of 7 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 2 years or retired not below the rank of Executive Engineer of Central/State Govt./PSU or equivalent.

**Preferential Qualifications:**

- a. Master's Degree in Transport Planning/ Transport Engineering.
- b. Experience of traffic and/or transport planning.

6.1 **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 PWD and signing all letters/ reports on behalf of the firm. The inputs including site visits/ visits to

PWD, Jaipur (Rajasthan) 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.

- 6.2 The Consultant shall as a part of this assignment will conduct two road safety awareness programs / workshops to, PWD staff, IE staff, concessionaire and road users. Each Workshop/awareness program will be 2 days each with participation for PWD officers, Independent Engineer , concessionaire and road users. The cost of such training programme for maximum 6 persons from the project shall be deemed to be included in the financial proposals of each project which will also include road safety pamphlets, posters, banners, codes and stationeries etc. for participants and site specific workshops / awareness program will be conducted by the consultant for the awarded project including local NGOS/Safety agencies etc. with support staff of consultant, Independent Engineer and concessionaire. However the safety audit team shall associate two fresh Civil engineering graduate/under graduate as apprentice towards capacity building in the sector, without any additional financial cost to PWD.

## **7. Expected Inputs of Experts and Support Staff:**

- 7.1 Schedule 'L' prescribes the timelines for the assignments of Safety Consultants for various stages of a project (development, construction and operation). In case of development period, Para 4.3 of Schedule 'L' envisages that safety audit shall be completed in a period of 3 months. However, the drawings containing the design details to be provided by the Concessionaire (Ref. Para 4.2 of Schedule 'L') and collection of any data required for various audits is an ongoing process during the entire construction period of the project. Hence, the Safety Consultant shall review the set of drawings/ designs as and when provided to him by PWD during the construction period of the project from safety perspective. Input of key personnel can be intermittent as per the project requirement, however bidder will have to indicate the man month of personnel with breakup of cost for each personnel to be engaged in the work plan as part of their financial bid in their format number 1A of Appendix II C of this bid. It may be noted that CVs of only those key personnel having intermittent input will be considered if the safety consultancy assignments in hand as on 7 days prior to PDD do not exceed 3 (three). **The firm shall have to furnish information regarding deployment of their proposed key personnel with their intermittent inputs in the number of projects in hand and the personnel deployed thereon in the prescribed form-7 of the RFP at Appendix-II.**

## 8. Deliverables

S.No.	Report	Timeline
<b>Development Stage</b>		
1	Inception Report covering all safety audit activities including finalisation of methodology, implementing schedule, training requirement as per TOR.	Report Within 20 days of date of commencement of services / as per instructions of PWD depending on the project status.
2	Report on Training and Workshop including report of technical gap observed during design audit etc.	Within 45 days
3	Collection of Road accident data and analysis of fatal and grievously injured, accident with black spot identification	Within one month from commencement of Services.
4	Draft Safety Report	Within 2½ months of date of commencement of services or date of handing over of good for construction (GFC) drawings by the concessionaire/contractor, whichever is later.
5	Final Safety Report	Report Within 15 days of receiving comments by PWD/IE/Concessionaire

<b>Construction Stage</b>		
1	Collection of Road accident data and analysis of fatal and grievously injured accident with black spot identification	Monthly
2	Submission of GAP report	First report on construction Zone(s) works within one month of commencement of construction.
3	Reports on all activities which were planned, actually executed and planned for the next quarter.	Quarterly.
4	Submission of audit report of work zone safety	Each quarter for the period of construction of project till COD
5	workshop report	Every Six month
6	Final Safety report	Within three month of COD

<b>Maintenance Stage</b>		
1	Collection of Road accident data and analysis of fatal and grievously injured accident with black spot identification	Monthly.
2	Submission of GAP report	Within one month of commencement
3	Reports on all activities which were planned, actually executed and planned for the next quarter.	Quarterly.

4	Quarterly Safety Reports including work zone audit	Each quarter for the period of maintenance of project till the end of the projects.
5	workshop report	Every Six month.
6	Final Safety report	Within three month of end of the projects.

- 8.1 All reports including primary data shall be compiled, classified and submitted by the firm to PWD in soft form apart from the reports in hard form. The reports shall remain the property of PWD and shall not be used for any purpose other than that intended under these terms of reference. All the reports will be submitted electronically in addition to 5 hard copies.
- 8.2 It will be expected from the consultant to submit road safety report at the time of COD of the project also. It may be noted that the firm shall be required to ensure timely completion of the safety consultancy services of the project awarded to them in an effective manner strictly as per the contract. The performance appraisal of the safety consultant shall be carried out by the PWD based on the report of concerned IE / PD PWD. The firm shall be liable for debarment in the event of defaults attributable to firm for delay in timely completion / poor performance of services for a period of two years.

## **WORK ZONE SAFETY AUDIT**

### **Task A: Review Contractual Provisions and Establish Work Zone Safety Audit Procedure**

Review and understand various safety provisions as provided in the contract documents of the particular projects. This should include an appreciation and understanding of the safety provisions as given in various acts, rules and regulations of GoI/State Government where project is situated including MoRTH / Indian Roads Congress (IRC) specifications/codes; safety instructions issued by NHAI/PWD from time to time; and safety provisions under the EMP(s) for the project.

- (i) Review the existing systems being followed / adopted by the Concessionaire, IEs in planning, execution, documentations and reporting through collection and assessment of primary and secondary data/information.
- (ii) Identify the major hazards and risks associated with various roads construction activities and establish a work zone safety audit procedure, satisfactory to PWD.

### **Task B: Conduct detailed Work Zone Safety Audit and Recommend Remedial Actions**

- (iii) Carry out a detailed assessment of worksite\* safety conditions through site visits in line with the Identified risks and hazards associated with various road construction activities. This review and assessment must include, but may not be limited, to the following aspects pertaining to:

**(a) Traffic Management Plan:** The Consultant will review the relevance, adequacy and implementation of the Traffic Management Plan(s) prepared by the Contractors. The procedures followed by the Independent Engineer (IE) with regard to the approval and ensuring compliance on ground also need to be reviewed.

**(b) Traffic Safety Measures:** The review should assess the adequacy and quality of various safety measures such as signage, delineation, barricading and lighting in the construction zones in line with the provisions covered in the contract agreement and IRC guidelines (SP:55:2001) and other good International practices. The assessment should include various safety aspects/issues pertaining to night time safety measures and safety at/near excavations, structure construction sites, diversions and settlement areas apart from assessing maintenance of existing road surface and riding quality at diversions/detours.

*\* A worksite includes the highway and service roads (including structures), access/haul roads, main and ancillary campsites (including labor camps), all plant sites (including crusher operated by the project contractors), quarries operated by the project contractors, borrow areas, material stack yards and workshops. The assessment of access/haul roads is to be done on sample basis only. A worksite audit doesn't include safety aspects pertaining to design and construction stage engineering aspects (such as quality of works).*

**(c) Worker's Safety:** Based on contractual provisions and applicable legal provisions, the review should cover aspects pertaining to provisions and use of Personal Protective Equipment such as helmets, masks, safety harness/belts, boots, gloves, eye and hearing protection devices. The assessment should also include review of safety provisions during operations such as loading and unloading of materials; bar bending and cutting; gas



cutting/welding, pile driving, excavation work; working near equipment/machinery; working at heights (including aspects pertaining to ladder, scaffolding, working platform, railing safety); safety during concrete works (including reinforcement erection, formwork and concrete pouring/pumping); drilling and blasting; safety during placement of traffic control devices; tree cutting etc. The compliance with regard to occupational health and safety precautions in relation to hazards associated with dust, toxic fumes, noise, vibration and biological factors (snake and insect bites) should also be assessed.

**(d)** Safety during construction of structures including design and suitability of temporary structural arrangements, structures construction methodologies, etc. Adequacy of the process of review and approval of the Concessionaire proposals with respect to structures construction methodology (ies) including design of temporary structures and erection arrangements by the IE also to be reviewed.

**(e) Fire Safety Practices:** The assessment should include (a) the risks and hazards associated with storage, transportation, handling and use of various inflammable materials/explosives and (b) precautions and preparedness in case of the fire accident/s at camp/s, plant sites, construction sites and quarries.

**(f) Electrical Safety Practices:** This should include electrical safety review at plant sites, camp site and work sites and near habitations.

**(g) Mechanical Safety Practices:** The review should include general safety precautions/practices during plant, machinery, equipment and vehicle operations and condition of such mechanical devices that are being used for the contract operations. This will include review of the fitness of various plant and machinery (static and mobile), practices with respect to periodic maintenance and licensing/certification of fitness of equipment, as well as suitability of machinery operators including practices with respect to adherence to licence /certification/ formal training of operators.

**(h) Dust Control and Suppression Arrangements.**

**(i)** Storage, transportation, handling and use of various toxic and hazardous materials (including spill management) used in road construction.

**(j)** Safety of road-side residents and passers-by.

**(k)** First aid: The review should include the provision of the first aid arrangements (including lifesaving equipment), availability of qualified staff and health checks-up of workers (such as those for drivers/operators), as specified under the regulatory framework.

**(l)** Emergency Response Arrangements: The review should include an assessment with regards to planning, procedures/processes, warning systems and record keeping.

**(m)** Accident records: The review should look at whether accident records are being maintained by the Concessionaires and shared with the PWD on a regular basis.

**(n)** Housekeeping (including circulation pattern, storage of materials and disposal of hazardous wastes).

**(o)** Any other

- (iv) Assess the knowledge and awareness of safety requirements at various levels of the Concessionaires, IE's staff, and make recommendations for improving the same if and where required.
- (v) Assess the role of IEs and PWD Project Implementation Units (PIUs) and Headquarter, and performance and response of the IEs (including approval system, issuing of instructions and record keeping) in ensuring/enforcing worksite safety, and make recommendations thereto as required.
- (vi) Identify and make comprehensive list of items/aspects and areas/sections of safety deficiency in individual contracts of the project.
- (vii) Recommend specific actions that are required to overcome safety deficiencies and to strengthen/improve safety conditions in the project's contracts.
- (viii) Identify and suggest a comprehensive list of items/aspects to be covered in the monthly reviews and reports. Also, identify and prepare a comprehensive checklist of items to be monitored on monthly basis at site for rating the contractors' performance on work sites safety management.
- (ix) Reassess whether the recommendations made in the Audit Reports (contract specific) have been implemented or not (including reasons) in the project sites.
- (x) Task C: Strengthening Work zone Safety Implementation by PWD
- (xi) Assist PWD in reviewing and revising/issuing instructions for the Concessionaire, IE and PWD Project Directors (specifying the roles and responsibilities of each) and in establishing a system for conducting performance review of Concessionaire, IE.
- (xii) Propose recommendations that cover technical, contractual and institutional dimensions with respect to safety during road construction works keeping in mind the issues identified in safety audit. These should also cover the aspects related to implementation / enforcement mechanism with regard to safety management during the construction stage.

**Task D:** Prepare every quarter Work Zone Safety Report.

**Task E:** Organize and conduct a One day Workshop on half yearly basis on findings of Safety Audits and follow up action, which will be attended by the representatives from PWD, Concessionaire, IE and local NGOs etc. (Cost for holding such Workshops: to be included in the financial proposal)

**9. Payment Schedule :****9.1 Deliverable, Periodicity, Payment Schedule for Construction / Maintenance period:**

S. No	Scope of Work	Periodicity	Clause	Payment Schedule	
	Activity/Submit of Report			Milestone	Fee-Payable
1	After collection of road accidents data and on submission of the report containing the analysis of such data.	Every Month	Refer clause 4.4 of TOR	Road accident Data Collection and Collation and identification of black spot and relate to accident records.	10%
2	a) On submission of GAP reports as per review of safety report for Development period, conducting Safety Audit and submission of report containing the recommendations.	Every Calendar Quarter	Refer clause 4.0 of TOR,	On submission of GAP reports based on Safety report for development period/COD safety report and safety audit.	25%
	b) On providing clarifications on various comments on report and on submission of modified report containing final recommendations.		Refer Clause 4.0. of TOR	On approval of safety report for construction / maintenance period and safety audit.	15%
	c) Submission of audit report of work zone safety.		Refer Clause 4.0. of TOR	On approval of work zone safety audit report.	25%
3	Workshop and submission of findings	Every Six Month	Refer Attachment A of TOR ( Task E)	Conducting workshops and submission of report	15%
4	On submission of final safety report & on completion of construction period.		Refer Clause 4.0. of TOR		10 %

## 9.2 Deliverable, Periodicity, Payment Schedule for Development period

S. No	Scope of Work	Periodicity	Periodicity	Payment Schedule	
	Activity/Submit of Report			Milestone	Fee-Payable
1	Submission of Inception Report covering all safety audit activities including finalisation of methodology, implementing schedule, training requirements as per TOR	20 days from commencement of service	Refer clause 2&3 of TOR	On submission of Inception Report to PWD	10 %
2	road Accident Data Collection, do analysis of Fatal and grievously injured accidents “ to identify the black spots” and relate to Accidents records with Traffic Volume to show trend.	One time	Refer clause 3.1of TOR	After collection and submission of the report	20%
3	Review of design & drawing for conducting Safety Audit and submission of the report containing the recommendations and on providing clarifications to various comments on the above reports and on submission of modified report containing final recommendations.	During development period	Refer clause 3.2of TOR	On submission of Safety Audit Report  On approval of safety Audit Report	25 % of total fee payable on proportionate basis  25 % of total fee payable on proportionate basis
4	On completion of development period and on submission of final comprehensive report of implementation of Safety recommendations.	One time	Clause 3.3 of TOR		20%

**Note :** (i) The firms/ organizations shall pay the consultancy service tax and produce proof of payment to the PWD for getting reimbursement of the same.

(ii) Payments shall be made in Indian Rupees, no later than 30 days following submission by the firm of invoices in duplicate to the Coordinator designated in paragraph 1.10 as per terms & conditions contained in RFP.

## Bank Guarantee for Performance Security

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

----- Guarantee No.....

### Format for BANK GUARANTEE FOR PERFORMANCE SECURITY

To,  
Public Works Department, Rajasthan

\_\_\_\_\_

\_\_\_\_\_

In consideration of “Public Works Department (PWD), Rajasthan” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, assigns) having awarded to M/s. ----- having its office at ---- (Here in referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client’s Letter of Acceptance No. --- ----- dated ----- and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. ----- (Rupees----- Only) excluding Service Tax for “Consultancy Services for Safety audit of Project of Intermediate/2-laning of ----- to be executed as PPP(VGF) Project on DBFOT (Total Length – KM)on SH-----in the States of Rajasthan (Hereinafter called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs. ----- (Rupees -----only).

We --- Bank, ----- having registered office at ----- a body registered/constituted under the Companies Act 1956. (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assign) do hereby guarantee and undertake to pay the Client immediately on demand, without any deductions, set-off or counterclaim whatsoever, any or, all money payable by the Consultant to the extent of Rs. ----- (Rupees--- ----- Only) as aforesaid at any time up to -----, without any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Consultant and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

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

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

The Client shall be entitled to make unlimited number of demands under this Bank Guarantee. Any demand shall be deemed to be served, if delivered by hand, when left at the property address for service; and if given or made by pre-paid registered post or facsimile transmission, on receipt.

Any waivers, extension of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the Contract or rights or any Party thereto or amendment or other modifications of the Contract, or any other fact, circumstances, provision of statute of law which might entitle the bank to be released in whole or in part from its undertaking, whether in the knowledge of the Bank or not or whether notified to the Bank or not, shall not in any way release the Bank from its obligations under this Bank Guarantee.

Upon occurrence of a consultant Default or failure to meet any Condition Precedent, the Authority, shall ,without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Consultant Default. Upon such encashment and appropriation from the Performance Security, the Consultant shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of the entire Performance Security a fresh Performance Security, as the case may be, and the Consultant shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Consultant shall be entitled to an additional cure period of 90 (Ninety) days for remedying the Consultant Default, and in the event of the Consultant not curing its default within such cure period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages and to terminate this Agreement.

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs. ----- (Rupees-----only) and it shall remain in force up to and including -----and shall be extended from time to time for such period as may be desired by M/s. -----on whose behalf this guarantee has been given.
- b) This Bank guarantee shall be valid up to -----.
- c) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before ----- (date of expiry of Guarantee) either through Email, Facimile or by Registered letter.
- d) The Guarantee shall automatically stand cancelled notwithstanding that the original guarantee document may not be returned to us by you.
- e) This guarantee is valid only if accompanied by our forwarding/covering letter bearing No. ----- dated ----- signed by two officials of the bank/branch.
- f) That the beneficiary under the bank guarantee should in their own interest verify the genuineness of the bank guarantee with the issuing branch.

(Signature of the Authorized Official)  
(Name & Designation with Bank Stamp)

## **SCHEDULE-3: GUIDANCE NOTE ON CONFLICT OF INTEREST**

### **SCHEDULE-3** (See Clause 2.3.3)

#### **Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 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 concessionaries/ 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; or

(ii) potential consultant should not have defined the project when earlier working for the Authority; or

(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.

**DETAILS OF PROJECT  
FOR WHICH SAFETY CONSULTANT IS TO BE APPOINTED**

1	Name of project	Development, Operation and Maintenance of Hanumangarh to Abohar Section of SH-7A (Upto Punjab Border) through PPP on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis on VGF Mode in the State of Rajasthan.
3	Length (Km)	43.00
4	Date of award	15.12.2016
5	Date of signing of Concession Agreement	17.01.2017
6	Name of Concessionaire	Gajender Infratech Private Limited
7	Concession Period	19 years
8	Construction Period	12 months
9	Project Status	Work in progress
10	Name of IE	CADD Consulting Engineers Pvt. Ltd. In association with KHEC
11	Status of IE	IE mobilised
12	Appointed Date	15.07.2017
13	Physical Progress achieved	Work in progress
14	Name of the concerned SE Mobile No.	Mr Surendra Kumar 9828134504
15	Name of concerned PD Mobile No.	Mr Pawan Kumar Yadav 9414502498
16	Technical Schedule A,B,C,D	

### **Tentative List of Drawings**

1. The Project Highway drawings, as defined in the Concession/ Contract Agreement, shall consist:
2. A minimum list of the drawings of the various components/elements of the Project Highway and project facilities required to be submitted by the Concessionaire/Contractor/ Project Director is given below:
  - a) Drawings of horizontal alignment, vertical profile and cross sections
  - b) Working Drawings of all the components/elements of the Project Highway as determined by Independent Engineer/PWD,
  - c) Drawings of cross drainage works
  - d) Drawings of interchanges, major intersections, grade separators, underpasses and ROB's
  - e) Drawings of traffic diversion plans and traffic control measures
  - f) Drawings of road drainage measures
  - g) Drawings of typical details slope protection measures
  - h) Drawings of pedestrian crossings
  - i) Drawings of street lighting
  - j) Drawings of toll plaza layout, toll collection systems and roadway near toll plaza
  - k) Drawings of Control Centre
  - l) Drawings of bus-bay and bus shelters with furniture and drainage system
  - m) Drawing of a truck parking lay bye with furniture and drainage system
  - n) Drawings of road furniture items including traffic signage, markings, safety Barriers, etc.
  - f) Layout/Configuration of HTMS

**Copy of schedule “L”**