



पत्रांक:-207/76वाता10 (क)-उ0/2018

दिनांक: 19 फरवरी, 2018

सेवा में,

- विषय :-
- (1) मुख्य अभियन्ता, क्षेत्रीय कार्यालय, लॉनिओरिओ देहरादून/टिहरी/पौड़ी/हल्द्वानी/अमोडा/पिथौरागढ़।
 - (2) मुख्य अभियन्ता, राजमार्ग, लॉनिओरिओ, हल्द्वानी/देहरादून।
 - (3) मुख्य अभियन्ता स्तर-1। पी0एम0जी0एम0वाई0, देहरादून/अमोडा।
 - (4) मुख्य अभियन्ता, यू0एम0आर0आई0पी0/पी0डी0बी0, लोक निर्माण विभाग, देहरादून।
 - (5) मुख्य अभियन्ता, पी0डी0बी0/आपदा, U.E.A.P. आई0आई0टी0पाक, देहरादून।
 - (6) मुख्य अभियन्ता, विध्व बँक, लोक निर्माण विभाग, देहरादून।

महोदय,
माननीय सर्वोच्च न्यायालय द्वारा गठित सहक सुरक्षा समिति द्वारा दिये गये निर्देशों के अनुपालन में उत्तराखण्ड के राज्य मार्ग/मुख्य जिला मार्ग एवं अन्य जिला मार्ग हेतु Road Safety Audit करना हेतु उत्तराखण्ड State में Empanelled Road Safety Consultants से प्रतिस्पर्धात्मक प्रस्ताव/निविदा आमन्त्रित किये जाने हेतु Model RFP (PWD, Uttarakhand) उत्तराखण्ड में एकत्रित रखने हेतु बनाया गया है।

Model RFP के आधार पर मार्ग/सड़कों के Road Safety Audit कराये जाने हेतु निविदा आमन्त्रित करते समय निम्नवत बिन्दुओं का अनुपालन अवश्य किये जाय।

1. त्रिभुज ब्लैक स्पॉट्स के सुधाराकरण हेतु Road Safety Audit हेतु निविदा आमन्त्रित किये जाय।
2. जनपदीय सहक सुरक्षा समिति, Lead Agency (Road Safety) अथवा अधिकृत अधिकारी द्वारा मार्ग पर चिह्नित किये गये दुर्घटना सम्भावित स्थलों का सुधार हेतु Road Safety Audit की निविदा आमन्त्रित किये जाय।
3. उपरोक्त स्थलों के इतर राज्य मार्ग/मुख्य जिला मार्ग एवं अन्य जिला मार्ग हेतु Road Safety Audit की निविदा आमन्त्रित किये जाय। निविदा आमन्त्रित करते समय एक पैकेज में 300.00 से 400.00 कि0मी0 मार्गों की निविदा रखी जाय।
4. जिन स्थलों/मार्गों की Road Safety Audit कर लिया गया है, उन मार्गों/स्थलों को छोड़ कर Road Safety Audit हेतु निविदा आमन्त्रित किये जाय।
5. उन राज्य मार्ग/अन्य जिला मार्ग एवं मुख्य जिला मार्गों के Road Safety Audit के लिये निविदा आमन्त्रित न की जाय जिन पर ADB आपदा, ADB/USRIP विध्व बँक पॉषित योजना के अन्तर्गत कार्यों का Road Safety Audit किया जाना प्रस्तावित है अथवा कर लिया गया है।
6. निविदा आमन्त्रित करते समय माननीय उच्चतम न्यायालय के निर्णय दिनांक 30.11.2017 (संलग्न) में दिये गये आदेशों का अनुपालन Road Safety Audit करते समय अवश्य किये जाय।
7. 5.00 कि0मी0 एवं अधिक लम्बाई के नवनिर्माण परियोजनाओं का Design एवं DPR Stage पर Road Safety Audit अवश्य कराये जाय।

**Government of Uttarakhand
Public Works Department**

Consultancy Services for carrying out Road Safety Audit of selected stretch(es) of State Highways / MDR in the state of Uttarakhand.

**MODEL REQUEST FOR PROPOSAL
(RFP)**



On behalf of
Public Works Department
(Road Safety Cell [Engineering])
Government of Uttarakhand
.....2018

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Government of Uttarakhand Public Works Department

Address:.....

.....

NOTICE INVITING TENDER (National Competitive Bidding)

No.....

PWD.....on behalf of Govt of Uttarakhand invites online bids from State Empanelled Consultants in Road Safety in PWD Uttarakhand to carry out Road Safety Audits of selected stretch (es) of State Highway(s) / Major District Roads .The Details of the stretches are as below:

SI. No.	Stretch	Approx. Length (km)	Stage(s) of audit to be carried out**	Period of completion in month

** One or more of the following stages are to be specified:

- (i) Audit of Existing road (i.e. where no DPR is Prepared)
- (ii) DPR stage Audit where a DPR for the development of the road is already prepared and work is yet to start or in initial stages of progress.
- (iii) Audit during construction
- (iv) Pre-opening audit.

RFP document is available on website <http://uktenders.gov.in> online from date(.....hrs) to..... (.....hrs IST). The RFP must be accompanied with a non-refundable fee of Rs (Rupees only), as RFP document fee, in the form of a demand draft or banker's cheque drawn on any Nationalized / Scheduled Bank in India in favour of **Executive Engineer.....Division, PWDpayable at**

The Applicant shall furnish as part of its Proposal, a bid security of Rs...../- (Rupeesonly) as specified in clause 4.3 of LOI

RFP must be submitted online only at web address. <http://uktenders.gov.in> on or before (up to 1500 hours IST) RFP transmitted through any other mode shall not be entertained.

Instructions to applicants regarding e-tendering process:

- (a) The interested applicant can download the RFP from web site <http://uktenders.gov.in> or e-tendering portal <http://uktenders.gov.in>.
- (b) The applicants have to submit their bids including scanned copy of Bid Security online in electronic format with Digital Signature.

- (c) No proposal will be accepted in physical form except RFP document fee and Bid Security. The applicants have to submit their RFP document fee and Bid Security in hard copy (original) also on or **before 1500 hours on** at address given below. If the office happens to be closed on the last date of submission of Bid Security in hard copy as specified, the Bid Security will be received on the next working day at the Office mentioned below. In case the RFP document fee and Bid security is not received within specified time, the Bid shall be considered non-responsive and shall not be downloaded/evaluated. Bids shall be strictly treated as non-responsive if bid is not accompanied by an acceptable bid security as specified in clause 4.3 of LOI.
- (d) Before submission of online bids, applicants must ensure that scanned copy of all the necessary documents have been attached with bid.
- (e) PWD Uttarakhand shall not be responsible for delay in online submission due to any reason whatsoever.
- (f) All documents/papers uploaded/submitted by the bidder must be legible.

The following are the important dates for award of above consultancy work:

Sl. No.	Event Description	<u>Date</u>
1.	Date of online publication (1500 Hrs)
2.	Document download Start Date (1530 Hrs)
3.	Last date for receiving queries /clarifications (1500 Hrs)
4.	Pre-Proposal Conference (Pre-bid meet) (1100 Hrs)
5.	Authority response to queries (1500 Hrs)
6.	Bid Submission Start Date (1100 Hrs)
7.	Document Download End Date (1500 Hrs)
8.	Proposal Due Date (PDD) (online submission) (1500 Hrs)
9.	Opening of Proposals (15:30 Hrs)

Communications: All Communications including the submission of Fee and bid security should be addressed to:

Add-----

 E-Mail.....

(.....)
Officer,
 PWD.....

Letter of Invitation (LOI)

No.....

Dated:

Dear Sir,

Sub: Invitation of Proposals for Consultancy Services for carrying out Road Safety audits of Selected stretches of State Highways/ Major District Road in the state of Uttarakhand.

The details of the stretches are as below:

SI. No.	Stretch	Approx. Length (kms)	Stage(s) of audit to be carried out**	Period of completion in month

**** One or more of the following stages are to be specified:**

- (i) **Audit of Existing road (i.e. where no DPR is Prepared)**
- (ii) **DPR stage Audit where a DPR for the development of the road is already prepared and work is yet to start or in initial stages of progress.**
- (iii) **Audit during construction**
- (iv) **Pre-opening audit.**

1. Introduction

- 1.1 PWD is engaged in the development of Roads & Highways. On agency basis in the state of Uttarakhand. The Governor of Uttarakhand acting through PWD Uttarakhand Government of Uttarakhand and represented bynow invite proposal from prospective consultants for carrying out Road Safety audits of selected State Highway / MDR stretches in the state of Uttarakhand.
- 1.2 A brief description of the assignment and its objectives are given in the enclosed Terms of Reference at Appendix-1 of RFP.
- 1.3 RFP document is available online on portal <http://uktenders.gov.in> fromto..... (up to 1500 hrs). The RFP must be accompanied with a non-refundable fee of Rs. (Rupees Only), as RFP document fee, in the form of a demand draft or banker's cheque drawn on any Nationalized / Schedule Bank in India in favour of -----, **PWD** **payable at** The Applicant shall have to deposit the RFP document fee as above on or before 1500 hours on In case the RFP document fee is not received within specified time, the Bid shall be considered non-responsive and shall not be downloaded/evaluated. The most preferred bidder would be determined on the basis of evaluation criteria specified within RFP.
- 1.4 To obtain first hand information on the assignment and on the local conditions you are encouraged to pay a visit to the office of and concerned officer in-charge ofPWD, the project site before submitting a proposal. You must fully inform yourself of local and site conditions and take them into account in preparing your proposal.

- 1.5 Financial Proposals of all Empanelled consultants for Road Safety in PWD Uttarakhand will be opened in accordance with terms of RFP. The consultancy services will be awarded to the consultants on the basis of the evaluation criteria specified in the RFP.
- 1.6 Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client etc., are not reimbursable as a direct cost of the assignment; and (ii) Client is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.
- 1.7 The proposals must be properly signed as detailed below:
- 1.7.1 i. by the proprietor in case of a proprietary firm
- ii. by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the Proposal).
- iii. by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).
- 1.7.2 JV/Association is not permissible.
- 1.8 Pre-proposal conference shall be held on the date, time and venue given in data sheet.

2. Documents

- 2.1 To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.
- 2.2 *Consultants requiring a clarification of the Documents must notify the Client, in writing, by (1500 hrs).* Any request for clarification in writing or by Tele-fax must be sent to the Client's address indicated in the Data Sheet. The Client will respond by e-mail/ Tele-fax to such requests and copies of the response will be uploaded on the web site / portal for e-tendering.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment. *The amendment will be notified by hosting online on the website / portal for e-tendering <http://uktenders.gov.in>* and it will not be communicated by any other means. The amendments if any, will be binding on the bidders. The Client may at its discretion extend the deadline for the submission of proposals.

3 Preparation of Proposal

The Applicant shall submit its Proposal in the form and manner specified in this section of the RFP. The Technical proposal shall be submitted in the form at Appendix-II (Part

1 & 2) and the Financial Proposal shall be submitted in the form at Appendix-III (Part 1, 2 & 3) Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Appendix-IV.

3.1 Technical Proposal

- 3.1.1 Under the technical proposal, the CVs of key personnel in the prescribed format as per Appendix-II (Part 1 & 2) are to be furnished. It may be ensured that the format is strictly followed and the information furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment.
- 3.1.2 You are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.1.3 During preparation of the technical proposal, you must give particular attention to the following:
- i. Total assignment period is as indicated in the enclosed TOR. **A manning schedule in respect of requirement of key personnel is also furnished in the TOR which shall be the basis of the financial proposal.** You shall make your own assessment of support personnel both technical and administrative to undertake the assignment. Additional support and administrative staff need to be provided for timely completion of the project within the total bidden cost. **It is stressed that the time period for the assignment indicated in the TOR should be strictly adhered to.**
 - ii. No alternative to key personnel may be proposed and only one CV may be submitted for each position in the format given at **Appendix-II** (Part 1). **The minimum requirements of Qualification and Experience of all key personnel are listed in TOR. The proposal not meeting the minimum requirement specified shall not be evaluated further. However, the client reserves the right to lower the minimum requirements in the interest of work without giving any notice.**
 - iii. All required key personnel should be available from beginning of the project.
 - iv. The availability of key personnel must be ensured at site during the period shown in the manning schedule and / or as per requirement of the services.
 - v. **An undertaking from the key personnel must be furnished that he/she will be available for entire duration of the project assignment and will not engage himself/herself in any other assignment during the currency of his/her assignment on the project. After the award of work, in case of non availability of key personnel in spite of his/her declaration, he/she shall be debarred for a period of two years for all projects of the PWD Uttarakhand.**

- vi. A good working knowledge of English Language is essential for key professional staff on this assignment & Study reports must be in English Language.
- vii. **Photo, contact address and phone/mobile number of key personnel should be furnished in the CV.**
- viii. In case a firm is proposing key personnel from educational/research institutions, a '**No Objection Certificate**' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.

3.2 Your technical proposal using the formats attached in Appendix-II must include but not limited to the following information.

- i. The composition of the proposed Team and Task Assignment to individual personnel..
- ii. **Each page of Original Curriculum Vitae (CV) for each package if any, need to be recently signed in blue ink by the proposed key personnel and also by an authorized official of the Firm. The information of key personnel shall be as per the format. Photocopies of the CVs will not be accepted. Unsigned copies of CVs shall be rejected.**
- iii. Proposed work programme and methodology for the execution of the services illustrated with bar charts of activities, including survey equipment and procedure, any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance.
- iv. **Estimates of the total time effort (person x months) to be provided for the services, supported by bar diagrams showing the time proposed (person x months) for each key personnel.**

The data obtained from the topographic surveys and other surveys should be handed over to **PWD Uttarakhand** after the completion of services. The data of topographical surveys should be in a form amenable to digital terrain model (DTM) commonly used by highway design software (MOSS/ MX-Q or equivalent).

3.3 The technical proposal must not include any financial information.

3.4 Financial Proposal

- 3.4.1** The Financial proposal should include the costs associated with the assignment. These shall normally cover: remuneration for staff (local, in the field, office etc), accommodation, transportation, equipment, printing of documents, surveys, etc. Your financial proposal should be prepared strictly using, the formats attached in **Appendix-III (Part 1, 2 & 3)** Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts.

Conditional offer or the proposal not furnished in the format attached in Appendix-III Part 1, 2 & 3) shall be considered non-responsive and is liable to be rejected.

3.4.2 The financial proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet.

3.4.3 Costs shall be expressed in Indian Rupees and payments shall be made in Indian Rupees.

3.4.4 Consultants are required to charge only rental of equipment/ software(S) proposed to be used so as to economize their financial bid.

4 Submission of Proposals

4.1 The interested applicant can download the RFP from website <http://uktenders.gov.in> The applicants have to submit their bids including scanned copy of Bid Security online in electronic format with Digital Signature. No proposal will be accepted in physical form except RFP document fee and Bid Security. The applicants have to submit their RFP document fee and Bid Security in hard copy (original) also on or before(1500 hours) on..... If the office happens to be closed on the last date of submission of Bid Security in hard copy as specified, the Bid Security will be received on the next working day. In case the RFP document fee and Bid security is not received within specified time, the Bid shall be considered non responsive and shall not be downloaded/evaluated. Bids shall be strictly treated as non-responsive if bid is not accompanied by an acceptable bid security (with validity for a period of not less than..... days from Proposal Due Date). Before submission of online bids, applicants must ensure that copies of all the necessary documents have been attached with bid. PWD Uttarakhand shall not be responsible for delay in online submission due to any reason whatsoever. All documents/papers uploaded/submitted by the bidder must be legible and properly numbered. The last date and time of submission of online proposal are as specified in the data sheet.

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

4.3 Bid Security

4.3.1 The Bidder shall furnish, as part of his Bid, a Bid security of Rs ----- (Rupees ----- only) for this particular work. This bid security shall be in favour of Employer as named in data sheet and may be in one of the following forms:

- a. Demand draft drawn on any scheduled bank in favour
Payable at.....
- b. Deposit-at-call Receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.

- c. Indian Post Office / National Savings Certificate duly endorsed by the competent postal authority in India.
- d. Bank Guarantee from any scheduled Indian bank, in the format given in.....
- e. Fixed Deposit Receipt, a certified cheque or an irrevocable letter of credit, issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

4.3.2 Bank guarantees (and other instruments having fixed validity) *issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.*

4.3.3 Any bid not accompanied by an acceptable Bid Security and / or not secured as indicated in Sub-Clauses 4.3.1 and 4.3.2 above shall be rejected by the Employer as non-responsive.

4.3.4 The Bid Security of unsuccessful bidders will be returned within days of the end of the bid validity period.

4.3.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

4.3.6 The Bid Security May be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to evaluation of bid; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Performance Security.

5. Proposal Evaluation

5.1 A Single-stage procedure will be adopted in evaluating the financial proposal. Financial proposal of all empanelled firms/ consultant for road safety in PWD Uttarakhand shall be opened and evaluation will be carried out.

5.2 Evaluation of Financial Proposal

5.2.1 For financial evaluation, total cost of financial proposal will be considered. This however does not include G.S.T. which is separately reimbursable.

5.2.2 The evaluation committee will determine whether the financial proposals are complete (i.e., whether they have included cost of all items of the corresponding proposals ; if not, then their cost will be considered as NIL for that item but the consultant shall however be required to carry out such obligations without any compensation. In case, if client feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected), correct any computational errors and convert the prices in various currencies to the single currency specified in Data Sheet. The

evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the applicable law. The bidder with highest combined score of technical and financial scores will be the preferred bidder.

6. Negotiations

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

7. Performance Security

The consultant will furnish within:15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee from the Bank (Generally, by SBI or its subsidiaries or any Indian nationalized bank or IDBI or ICICI or ICICI Bank or by a foreign bank through a correspondent bank in India) for an amount equivalent to **10 %** of the total

contract value to be received by him towards Performance Security valid for a period of beyond the date of completion of services. **The Bank Guarantee will be released by PWD Uttarakhand. beyond the date of completion of services provided, rectification of errors, if any, found and satisfactory report by PWD Uttarakhand in this regard is issued.**

8. Penalty

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

9. Award of Contract

9.1 The Contract will be awarded after successful negotiations with the successful Consultants. If negotiations (as per para 6 above) fail, the Client may invite the 2nd most preferred Consultant for Contract negotiations.

9.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

10. Confirmation

We would appreciate you informing us by e-mail

- i Your receipt of the letter of invitation
- ii Whether or not you will submit a proposal.

Thanking You

Your sincerely,

.....officer,

PWD.....

Address.....

Annexure I

Carrying out Road Safety audit of following stretches of State Highways in the state of Uttarakhand.

SI No	Stretch	Approx. length (kms)	Stage(s) of audit to be carried out	Period of completion in month

**** One or more of the following stages are to be specified:**

- (i) Audit of Existing road (i.e. where no DPR is Prepared)**
- (ii) DPR stage Audit where a DPR for the development of the road is already prepared and work is yet to start or in initial stages of progress.**
- (iii) Audit during construction**
- (iv) Pre-opening audit.**

DATA SHEET

(References to corresponding paragraphs of LO I are mentioned along side)

1. **The Name of the Assignment is** carrying out Road Safety audits for selected stretches of State Highways/ Major district road (Name of Project as mentioned at **Annexure - I**

2. The Name of the Client is :

3. **The Description of the Project:** Ref **Annexure-I** (Ref. Para 1.1)

4. **Last Date and Time for submitting queries**

Email:....., **fax**.....

Date: (1500 Hrs)

5. Address:

.....
(.....)
.....Officer,
PWD.....

(Ref.Para 2.1)

6. **The Documents are:**

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

(Ref.Para 3.4.2)

7. **Tax and Insurance**

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

7.2 Limitations of the Consultant's Liability towards the Client (Ref. para 8)

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

- (i) For any indirect or consequential loss or damage; and,
- (ii) For any direct loss or damage that exceeds; (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be

made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants' to cover such a liability, whichever of (A) or (B) is higher.

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

7.3 The risks and the coverage shall be as follows:

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

7.3.2 Third Party liability insurance with a minimum coverage, for Rs..... for the period of consultancy.

7.3.3 (i) The Consultant shall provide to PWD **Uttarakhand** .Professional Liability Insurance (PLI) for a period of.....year beyond completion of Consultancy services or as per Applicable Law, whichever is higher.

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

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

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

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

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

8. **The number of copies of the proposal required to be submitted: - Nil**
(Ref para 4.1)

9. The address is

(Ref para 4.1)

.....
(.....)
.....officer,
PWD.....

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

10. The last date and time of online proposal submission are (**upto 15:00 hrs**) (Ref. Para 4.1)

11. Proposal Validity period :**days I.e., upto.....**
(Ref.Para 6.6)
(Ref.Para 3,4 & 5)

12. Evaluation criteria:- Single State Evaluation of Financial proposal

Financial Proposals of state empanelled consultants for Road Safety in PWD Uttarakhand accordance with clause 5.1 hereof will be opened. The consultancy services will be awarded to the consultant of Lowest Financial Proposal.

13. Commencement of Assignment (Date, Location): The Consultants shall commence the services within seven days of the date of effectiveness of the contract at locations as required for the project stretch(es) stated in TOR. (Ref. Para 9.2)

Terms of Reference for Road Safety Audit Consultancy Services (TOR)

1. Project Stretches

The project stretches for which Road Safety Audit is to be carrying out issection of.....PWD from Km.....to Km.....in the state of Uttarakhand as specified more particularly at Annexure-I to LOI.

2. Objective

Carrying out detailed Road Safety Audit of the project stretch at the specified stage (as specified in Annexure I to the LOI) and furnish road safety audit report giving the road safety concerns identified and the recommendations for addressing the safety concerns with necessary justification for each of the recommendations to enable road authority take decisions on implementation of the audit recommendations.

3. Scope of Services

The road safety audit shall be carried out mainly as per IRC publication IRC SP-88-2010 or its latest edition and Ministry's guidelines especially the guidelines vide No RW/NH/29012/1/2015-P&M (RSCE) dated 14.01.2016 (copy enclosed for ready reference at **Enclosure-A**), The details and data related to the project stretch relevant to road safety audit, i.e., copy of DPR for the proposed improvement of the stretch if any, the base map, traffic/other details to the extent available as listed under "Available data/documents provided by Client" below are made available along with this TOR. These are to be reviewed by auditors and further supplementary data/details are to be collected by auditors to cross check the available data and to get the missing details which are required to carry out comprehensive & objective road safety audits as per guidelines. Where base maps of the existing stretch and other basic details are not available, the same are to be collected /prepared through survey investigations as part of the road safety audit. On the base map, all the features of road/road environment, available land width are to be indicated through accurate survey investigations. Relevant IRC codes, Ministry's Guidelines, best industry practices and international practices are to be followed appropriately.

4. Commencement meeting

After the auditors (preferred/ selected consultant) made visits to the stretch and acquainted themselves with the existing site conditions, a commencement meeting with the participation of auditors, client and design team of client if any, has to be organized to understand the context of road safety audit on project stretch, to understand any ongoing projects or projects in the pipe line affecting project stretch etc., and to share the perceptive of auditors, client and design team if any, as per guidelines. Minutes of the meeting shall be drawn by Audit team bringing out salient issues discussed in the meeting.

5. Carrying out audit & preparation of audit report

- 5.1 Road Safety audit of project stretch shall be carried out with due diligence km by km through repeated visits to project stretches, observations of the traffic conditions in different times during day/night, local enquiries, collection of accident data from police authorities and studying base maps and other details. Safety concerns in each km are to be identified and feasible redressal options are to be brought out keeping in view the context of project stretch. Road Safety Audit report is to be prepared in a concise and crisp manner giving the safety concerns, recommendations for addressing them and justification for the recommendations etc. Auditors may use rough sketches etc., to explain the recommendations.
- 5.2 The Audit Report should follow the road chainages in terms of km, meters i.e., after 2nd km stone, 225 m point is 2.225 km and so on. Locations are to be indicated in terms of existing road chainage and in case of audit of DPR in terms of DPR chainages. The Audit Report should be duly certified and signed by Audit Members as per guidelines and initialed on each page.

6. Completion meeting

A completion meeting with the participation of the Auditors, Client and Design team of client if any, has to be organized in which the safety concerns, observations and perceptive of the auditors could be explained and discussed to understand the constraints and views of the client on those safety concerns, observations and recommendations. Salient issues discussed in brief may be brought out in the minutes of the meeting drawn by audit team.

7. Auditors' response on client observations on audit recommendations.

Client will furnish the auditors with their observations/views on audit recommendations within 15 days of submission of Audit Report. The auditors shall furnish to the client within 15 days of furnishing the observations/ views of client on audit recommendations, a supplementary audit report giving auditors' response on observations/ views of client on audit recommendations. Final audit report shall be sum of originally submitted audit report (auditor's recommendations) and supplementary audit report (i.e., client's observations/ views on auditor's recommendations together with auditor's response on client's' observations/ views on audit recommendations)

8. Available data/ documents provided by Client if any.....

- (i).....
- (ii).....
- (iii).....
- (iv).....

9. Deliverables

- (i) Minutes of the commencement meeting (also to be included in Final Audit Report)
- (ii) Minutes of completion meeting (also to be included in Final Audit Report)

- (iii) Base maps along with survey data, other supplementary details/data collected through survey investigations in soft form amenable to digital terrain model commonly used by Highway design software like Moss/ MX-Q or equivalent and hard copies in a form that can be used for preparation of further proposals of remedial actions.
- (i) Audit report (Five copies)
- (ii) Supplementary Audit Report covering client's observation on audit recommendations and Auditors' response on client's observations (Five copies).

10. Time Schedules

1. Commencement of services within seven days of effective date.
2. Minutes of commencement meeting within days of effective date.
3. Minutes of completion meeting within.....months of effective date.
4. Audit Report within 15 days of minutes of completion meeting i.e.,within month of effective date.
5. Supplementary Audit Report within days of submission of Client's observations/ views on audit recommendations i.e..... month of effective date (Audit report together with above cited supplementary audit report will be deemed to be the final audit report)

11. Manning schedule

All the three key personnel shall be deployed formonths. Requirement of sub-professionals & supporting staff shall be assessed by consultants themselves

12. Minimum Qualifications & Experience of Key personnel:

12.1 Team Leader cum Senior Road Safety Auditor

Minimum Qualification: B.Tech in Civil Engineering or equivalent.

Experience: 20 years of experience in Highway Engineering concerning different aspect like preparation of DPRs, Alignment of highways, Design of at-grade & grade separated intersections, survey investigations for highway projects, traffic studies, road safety audits, preparation of remedial 11/4 measures for deficiencies in highways etc.

Desirable: Post-graduation in Highway/Transportation Engineering and research & development work related Road Safety Engineering including publication of papers on these subjects.

12.2 Highway Engineer-cum-Road Safety Auditor

Minimum Qualification: B.Tech in Civil Engineering or equivalent.

Experience: 15 years of experience in Highway Engineering concerning different aspect like preparation of DPRs, Alignment of highways, Design of at-grade & grade separated intersections, survey investigations for highway projects, traffic studies, road safety audits, preparation of remedial measures for deficiencies in highways etc.

Desirable: Post-graduation in Highway/Transportation Engineering and research & development work related Road Safety Engineering including publication of papers on these subjects..

12.3 Traffic Engineer-cum-Road Safety Auditor

Minimum Qualification: B.Tech in Civil Engineering or equivalent.

Experience: 15 years of experience in Traffic Engineering concerning different aspects like traffic studies, Road user behaviour studies, accident studies, Design of at-grade & grade separated intersections, survey investigations for highway projects, preparation of DPRs, Alignment of highways, road safety audits, preparation of remedial measures for deficiencies in highways etc.

Desirable: Post-graduation in Traffic /Transportation Engineering and research & development work related to Road Safety Engineering including publication of papers on these subjects.

Note-

1. Only State Empanelled Consultants for Road Safety in PWD Uttarakhand / Firms are eligible for participation in Road Safety Projects. (List of empanelled Consultant enclosed at B)
2. Empanelled Consultants / Firms having more than one Team shall submit the detail of their Technical Team with three key personnel's, eligible with above Qualification, Training & Experience on Prescribed format (Appendix-II part 2).
3. Empanelled Consultants / Firms shall ensured that any one member of above three key personnels should be completed with 15 days certification course on Road Safety from IAHE/IITs/NITs/CRRRI or equivalent.
4. Empanelled Consultants/ Firms shall submit the detail of agreements with date of start and completion, where their Key Personnels deployed, with signed of Key Personnels .
5. Empanelled Consultants / Firms shall submitted a notarized affidavit for non duplication of their proposed above three Key Personnels Team on prescribed Road Safety Project.
6. Consultants have to provide a certificate that all the key personnel as envisaged in the Contract. Agreement have been actually deployed in the projects. They have to furnish the certificate at the time of submission of their bills to PWD Uttarakhand from time to time.
7. Towards making the road safety audit, a serious, carefully carried out task the audit team including the team leader should record a Certificate as per the following format at the end of the audit report and 'initial' all pages of audit report Format of certificate is as below:

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



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

Enclosure-A



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

Dated: 14.01.2016

Office Memorandum

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

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

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

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

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

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

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

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

Page 1 of 5

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

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

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

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

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

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

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

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

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

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

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

XC

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

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

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

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

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

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

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

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

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

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



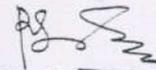
Audit Team
Member -1
Name:-.....
Contact Details:-.....
Dated:-

Audit Team
Member -2
Name:-.....
Contact Details:-.....
Dated:-.....

Audit Team
Member-3
Name:-.....
Contact Details:-.....
Dated:-.....

Team Leader
Name:-.....
Contact Details:-.....
Dated:-.....

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



(Ravi Prasad)
Chief Engineer (Road Safety)

To,

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

Copy to:

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

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

Copy for kind information to:

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

Executive Technical Proposal

Consultant/Consultancy Firm Name/Address

Address Proposed for selection of member organization as Consultant for

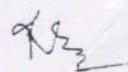
Your Name

Signature

Full Name

Designation

Address





प्रमुख अभियन्ता एवं विभागाध्यक्ष,
लोक निर्माण विभाग, उत्तराखण्ड देहरादून
Office of the Engineer in Chief, PWD, Dehradun Uttarakhand

Phone& Fax:-0135-253154/2531072

Website-http://www.pwd.uk.gov.in

E-Mail-eicpwduk@nic.in



पत्रांक:- 66 /76याता0 (क)-उ0/2018

दिनांक: 12 जनवरी, 2018

कार्यालय ज्ञाप

उत्तराखण्ड राज्य में मार्ग एवं सेतुओं के रोड़ सेपटी आडिट हेतु निम्नलिखित फर्म/कन्सलटैन्ट को नियमित Empanelled किया जाता है।

Sl. No	Name of the Firm	Address	Contact Details
1	Craphts consultants (I),	H.O.: 14/3, Mathura Road Faridabad, Haryana (India)	Tel:0129-2278813, 4276700
2	Shweta Technophile Consultants Pvt.Ltd.	222, 223, 313, 2nd&3rd Floor, Rajhans Plaza, Opp. Aditya Mega Mall, Ahinsa Khand 1, Indirapuram, Ghaziabad – 201014	Tel:0120-4153576, 4253964 Email: shwetatechnophile@gmail.com
3	Feedback Infra Private Limited	15th Floor, Tower 9B, DLF Cyber City, Phase III, Gurgaon – 122002 India	Tel:+91-124- 4169100 Fax: 4169155 Email: inquiries@feedbackinfra.com
4	Koranne Consultants Pvt. Ltd.	27/S, Bharat Nagar, Amravati Road Nagpur – 440001	Tel: 09422508544
5	Almondz Global Infra Consultant Ltd.	F-33/3, Okhla Industrial Area, Phase – II, New Delhi – 110020	Tel: 011-43500700 Fax: 011-43500735
6	Credible Mannagement & Consultants Pvt. Ltd.	177,Block – R Greater Kailash – I, New Delhi – 110048	Tel: 011-46702241/42
7	TruBuild Infra Solutions Pvt. Ltd.Noida	203, 3rd Floor, JS-Arcade, Sector – 18, Noida	Tel:+91-9650710002, 8285751001 Email: abhinav@trubuild.org
8	PNG Planning & Structural Consultants Pvt. Ltd.	Flat No. D-128, Sangam Appartments, Sector – 9, Rohini, New Delhi- 110085	Tel: 011-27865401 Fax: pngbanaras@yahoo.com
9	Technical Consultancy Servicess	14-C, Arawali Enclave, GMS Road,Dehradun-248001 (U.K.)	Tel: 0135-2720017, 2107754 Fax: 0135- 2720018

उपरोक्त के अतिरिक्त निम्नलिखित फर्म/कन्सलटैन्ट को उत्तराखण्ड राज्य में मार्ग एवं सेतुओं के रोड़ सेपटी आडिट हेतु Provisional Empanelled इस प्रतिबन्ध के साथ किया जाता है कि रोड़ सेपटी आडिट की निविदा में प्रतिभाग करने से पूर्व 15 दिन का Road safety certification course फर्म के Key Personnel के किसी member द्वारा पूर्ण कर लिया गया हो।

Sl. No	Name of the Firm	Address	Contact Details
1	S.M. Consultants	Plot No.130,SM Tower, Manchewar Industrial / Estate, Rasuigarh, Bhubaneswar-751010, Odisha	Tel: 0674-2580682-85, Fax: 2580686 Email: support@smcindia.com
2	BLG Construction Services (P) Ltd.	House, Cyb4, Cyber Park, Basni Heavy Industrial Area, Near Jodhpur Dairy, Jodhpur – 03 (Raj.) india	Tel:+91-291-2742107, 2742622 Email: info@blgindia.com

क्रमशः पेज नं० 2.....

उक्त के अतिरिक्त भारतीय राष्ट्रीय राजमार्ग प्राधिकरण के कार्यालय ज्ञाप-NHAI/RSC/2012/embanelment/102582, दिनांक 10.7.2017 द्वारा Approved Regular Empanelled Safety consultant की सूची के अनुसार निम्नलिखित consultant को भी उत्तराखण्ड राज्य के मार्ग एवं सेतुओं के Road safety Audit हेतु नियमित Empanelled किया जाता है।

S.No.	Name of the Firm	Address	Contact Details
1	M/s Info Trans Engineers Pvt. Ltd.	White Diamond Behind Landmark/Westside Bldg. B S Maqtha, Begumpet, Hyderabad - 500016	Tel: +91-40-2339-9551 / +91-40-2339-9908 Email: info@infotrans.in
2	M/s Chaitanya Projects Consultancy Pvt. Ltd.	R.K. Tower, Sector-4, Vaishali Ghaziabad.	
3	M/s Design Aid	-	-
4	M/s Rites Ltd.	rites BHAWAN NO. 1, SECTOR-29, GURGAON-122001	Tel: 0124-2571666. FAX : 0124-2571660 Email : info@rites.com

शर्त:- Empanelled Consultants अपनी प्रस्तावित 3 Key personnel की टीम के साथ उत्तराखण्ड राज्य लोक निर्माण विभाग के मार्ग हेतु किसी एक परियोजना के Road Safety Consultancy की निविदा में भाग ले सकेंगे।

Empanelled Consultants एक बार में 3 Key personnel की टीम के साथ केवल एक Road Safety Audit के Project में प्रतिभाग कर सकेंगे। दूसरे Projects के लिये 3 Key personnel की अतिरिक्त टीम लगानी होगी।

(एचओउप्रेती)

प्रमुख अभियन्ता एवं विभागाध्यक्ष

प्रतिलिपि: निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- 1- निजी सचिव, मुख्य सचिव, मुख्य सचिव महोदय को संज्ञानार्थ प्रेषित।
- 2- अपर मुख्य सचिव, लो0नि0वि0, उत्तराखण्ड शासन।
- 3- प्रमुख सचिव/सचिव परिवहन आयुक्त, परिवहन विभाग, उत्तराखण्ड शासन।
- 4- प्रमुख अभियन्ता एवं विभागाध्यक्ष, लो0नि0वि0, उत्तराखण्ड देहरादून।
- 5- समस्त क्षेत्रीय मुख्य अभियन्ता, राष्ट्रीय राजमार्ग/लो0नि0वि0/विश्व बैंक/PMGSY/ADB USRIP/ADB, UEAP।
- 6- श्री आर0सी0अग्रवाल, नोडल अधिकारी (रोड सेपटी)/अधीक्षण अभियन्ता, 9वां वृत्त, लो0नि0वि0, देहरादून।
- 7- समस्त कन्सल्टेंट्स को सूचनार्थ।
- 8- आई0टी0 सैल, कार्यालय प्रमुख अभियन्ता एवं विभागाध्यक्ष, लो0नि0वि0, उत्तराखण्ड देहरादून को pwd.uk.gov.in की Road Safety Gallery में Upload करने हेतु।

प्रमुख अभियन्ता एवं विभागाध्यक्ष

TECHNICAL PROPOSAL

From:

To:

Sir:

Subject: Hiring of Consultancy Service for

Regarding Technical Proposal

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

Yours faithfully,

Signature
Full Name.....
Designation
Address

(Authorized Representative)

Appendix – II (part 2)

Format for Detail of Running Agreements of Proposed Key Personnels for Performing the Assignment

S.No	Description of 3 Key Personnels	Qualification	Other Training i.e.15 days certification course of road safety in CRR/IAH/IITS/NITS	Experience regarding Road Safety	Description of running Agreement if any where deployed	Date of Start as per agreement	Date of completion as per agreement	Signature of Key Personnel
1	Team Leader cum Sr. Road Safety Auditor							
2	Highway Engineer cum Road Safety Auditor							
3	Traffic Engineer cum Road safety Auditor							

(from-II)

FIRM'S REFERENCES

Relevant Services Carried out in the Last Five Years
Which Best Illustrate Qualifications of the firm

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

Assignment Name:		Country:
Location within Country :		Professional Staff Provided by your firm:
Name of Client :		No. of Staff :
Address :		No. of Staff Months :
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services : (in 1NR) :
Name of Association Firm(s) if any:		No. of Months of Professional Staff provided by Associated Firm(s)
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project :		
Description of Actual Services Provided by your Staff :		

Signature of Authorised Representative

(Certificate from Employer regarding experience should be furnished)

(Eligible Projects: Road Safety auditing projects of SH / MDR / of length.....or more or DPR preparation projects of SH / MDR / of length.....or more.

(Form-III)

NAME OF CONSULTANT:

APPROACH PAPER ON METHODOLOGY
PROPOSED FOR PERFORMING THE ASSIGNMENT

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

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



Photo

Format of Curriculum Vitae (CV) For Proposed Key Staff

1. Proposed Position:

2. Name of Staff:

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

4. Nationality:

5. Educational Qualification :

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

6. Membership of Professional societies:

7. Publication:

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

8. **Employment Record:**

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

9. **Summary of the CV**

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

A) Education:

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

B) Experience:

- i) Total experience in highways: _____ Yrs
- ii) Responsibilities held:
 - i) _____ Yrs.
 - ii) _____ Yrs.
 - iii) _____ Yrs.

iv) Relevant Experience: _____ Yrs.

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

If yes, how many years

If no, what is the employment

Arrangement with the firm ?

Certification :

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

Signature of the Candidate _____

Place _____

Date _____

Signature of the Authorized Representative of the firm _____

Place _____

Date _____

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

UNDERTAKING FROM THE PROFESSIONAL

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

(Signature of key personnel)

UNDERTAKING FROM THE PROFESSIONAL

The undersigned on behalf of..... (name of consulting firm) certify that Shri..... (name of the proposed personnel and address) to the best of our knowledge has not left his assignment with any other consulting firm engaged by PWD other organization for the on going projects. We understand that if the information about leaving the assignment with PWD other organization without completing his assignment is known to Client the latter would be at liberty to remove the personnel from the present assignment debar him for an appropriate period to be decided by Client.

(Signature of Authorized Representative Firm)

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

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

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

(Part-1)

FINANCIAL PROPOSAL

From:

To:

Sir:

Subject: Hiring of Consultancy Service for

Regarding Price Proposal

I/We..... Consultant/ Consultancy firm herewith enclose
Price Proposal for selection of my/our firm/organization as Consultant for
Rs.....(Rupees.....)

Yours faithfully,

Signature
Full Name.....
Designation
Address

(Authorized Representative)

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

(Part- 2)

Format of Financial Proposal
Summary of Cost in Indian Currency (1NR

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

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

Note: No escalation will be payable during the services
Insurances shall not be allowed separately. These will be incidental to main items.

(Part-3)

Estimate of Local Currency Costs

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

S.No.	Position	Name	Rate	Staff-months	Amt.
	Professional Staff				
1	Team Leader-cum- sr. Road Safety Auditor				
2	Highway Engineer cum Road Safety Auditor				
3	Traffic Engineer-cum-Road Safety Auditor				
	Sub- Total:				
	Sub- professional & supporting staff	(to be assessed by Consultant as per requirement of assignment)			
1					
2					
3					
4					
	Sub-Total:				
	Total:				

II. Transportation (Fixed costs)

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

III. Duty Travel to Site (Fixed Costs)

Person-trips	Nos.	Rate	Amount

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

No. of months	Rate	Amount
.....

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

LS- In Rs.....

VI. Survey and Investigations

A. Topographical Survey (Fixed Rate)

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

B. Investigations (Fixed cost)

Other studies/ investigations : LS- In Rs.

A + B = Rs.....

CONTRACT AGREEMENT

Between

PWD Uttarakhand

And

.....

For

.....

CONTENTS

Sl.No	Description	Page No.
I.	CONTRACT FOR CONSULTANT'S SERVICES	
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1.1	Definitions	
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2.8	Suspension	
2.9	Termination	
2.9.1	By the Client	
2.9.2	By the Consultants	
2.9.3	Cessation of Rights and Obligations	
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2.9.5	Payment upon Termination	
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9.1 Amicable Settlement

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III SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

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

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

Appendix VII: Hours of work for Consultants' Personnel

Appendix VIII: Duties of the Client

Appendix IX: Cost Estimate

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

Appendix XI: Copy of letter of invitation

Appendix XII: Copy of letter of acceptance

Appendix XIII:Format for Bank Guarantee for Performance Security

Appendix XIV:Reply to queries to the Applicants

CONTRACT FOR CONSULTANTS' SERVICES

Consultancy Services for carrying out Road Safety audits of Selected stretches of
..... in the State of Uttarakhand

Agreement No.....

Date.....

This CONTRACT (hereinafter called the "Contract") is made on the..... day of the Month of.....between, on the one hand,.....on behalf of Governor of Uttarakhand, acting throughPWD Uttarakhand (executing agency) (hereinafter called the "Client) and, on the other hand,.....(hereinafter called the "Consultants" which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- (B) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

Appendix VII: Hours of work for Consultants' Personnel

Appendix VIII: Duties of the Client

Appendix IX: Cost Estimate

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

Appendix XI: Copy of letter of invitation

Appendix XII: Copy of letter of acceptance

Appendix XIII: Copy of Bank Guarantee for Performance Security

Appendix-XIV: Reply to Queries of the Applicants

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

*For AND ON BEHALF OF
(Client.....)*

By
.....

FOR AND ON BEHALF OF
(Consultant)

By
.....

Witness
1. *Signature.....*
Name.....
Address.....

2. *Signature.....*
Name.....
Address.....

Witness
1. *Signature.....*
Name.....
Address.....

2. *Signature.....*
Name.....
Address.....

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law " means the laws and any other instruments having the force of law in the Government's country as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) "Foreign currency" means any currency other than the currency of the Government;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of India.
- (g) "local currency" means the currency of the Government;
- (h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (i) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (j) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix V here to;
- (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

1.2 **Relation between the Parties**

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

1.3 **Law Governing the Contract**

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

1.4 **Language**

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

1.5 **Heading**

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

1.6 **Notices**

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

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

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

1.7 **Location**

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

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

1.9 **Authorized Representatives**

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

1.10 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice after expiry of above specified period to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.5 Entire Agreement

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

2.6 Modification

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

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

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

2.7.5 Payments

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

2.7.6 Consultation

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

2.8 Suspension

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

2.9 Termination

2.9.1 By the Client

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

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 here of;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

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

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

2.9.3 Cessation of Rights and Obligations

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

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

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

2.9.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

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

3.2.2 Consultants and Affiliates not to be otherwise interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information in relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

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

3.5 Insurance to be taken out by the Consultants

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

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

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contact, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Consultants' Actions requiring Client's prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix VI;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.8 Reporting Obligations

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

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

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

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such

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

4. CONSULTANTS' PERSONNEL

4.1 General

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

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Professional and/ or Sub Professional Personnel are described in Appendix VI.

(b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix VI may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix VI, the estimated periods of engagement of Key Personnel set forth in Appendix VI may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract.

4.3 Approval of Personnel

The Key Personnel listed by title as well as by name in Appendix VI are hereby approved by the Client. The consultants shall furnish to the client the biographical data of sub-professionals proposed to be used in carrying out the services. If the Client does not object in writing (stating the reasons for the objection) within fifteen(15) calendar days from the date of receipt of such biographical data, such sub-professional shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Professional / Sub Professional Personnel are set forth in Appendix VII hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix VII. hereto.

- (b) The Key Professional / Sub Professional Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix VII hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in Appendix VI. Any taking of leave by Personnel shall be subject to the prior approval of the Client by the Consultants, who shall ensure that absence for leave purposes will not delay the progress, quality of output of service and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

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

4.6 Resident Project Manager

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

5. OBLIGATION OF THE CLIENT

2.1 Assistance and Exemptions

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

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

5.2 Access to Land

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

5.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b),

5.4 Services, Facilities and Property of the Client

The client shall make available to the Consultants and The Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix VIII at the times and in the manner specified in said Appendix VIII, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services,

facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6.1 hereinafter.

5.5 Payment

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

6 PAYMENT TO THE CONSULTANTS

6.1 Cost Estimates ; Ceiling Amount

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

6.2 Currency of Payment

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

6.3 Mode of Billing and Payment

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

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

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

(b) Payment Schedule

The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule given below:

S. No.	Description	Payment
1	On completion of commencement meeting	10%
2	On completion of preparation of base maps where applicable and completion of audit of 50% of length and furnishing of interim findings	20%
3	On completion of base maps for full length and completion of audit of full length and furnishing of interim findings	20%
4	On submission of audit report with full justification after completion of completion meeting	30%
5	On submission of supplementary report (auditor's response on client's observations/ views on audit recommendations along with Client's observations/ views on audit recommendations).	20%
Total		100%

Notes:

- (1) Audit report together with supplementary audit report would deemed to be final audit report.
- (2) Consultants have to provide a certificate that all the key personnel as envisaged in the Contract. Agreement have been actually deployed in the projects. They have to furnish the certificate at the time of submission of their bills to PWD Uttarakhand from time to time.

The payment shall be released by.....

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

thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (f) All payments under this Contract shall be made to the account of the consultants specified in the SC.

7. Responsibility for Accuracy of Project Documents

7.1 General

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

7.2. Retention Money

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

7.3 Penalty

7.3.1 Penalty for delay

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

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Consultants liability towards the Client

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

7.4.2 Warning / Debarring

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

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 Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9 SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

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

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

SPECIAL CONDITIONS OF CONTRACT

**Number of
GC Clause**

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

1.1(a) The words "in the Government's country" are amended to read "in INDIA"

1.4 The language is: **English**

1.6.1 *The addresses are:*

For the Client :

.....

.....

For the Consultants:

.....

Attention:

1.6.2 Notice will be deemed to be effective as follows:

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

- Not Applicable-

19 The Authorized Representatives are:

For the Client

.....

.....

.....

For the Consultant:

.....

.....

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

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

- a) The contract has been approved by.....
- b) The consultant will furnish within seven (7) days of the issue of Letter of Acceptance, 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 or by a foreign bank through a correspondent bank in India) for an amount equivalent to **10 %** of the total contract value to be received by him towards Performance Security valid for a period of.....years beyond the date of completion of services, The Bank Guarantee will be released by PWD upon expiry of..... years / beyond the date of completion of services provided, rectification of errors, if any, found in the reports/ recommendations of Road Safety audit and satisfactory report by Client in this regard is issued.

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

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

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

3.4 Limitations of the Consultant's Liability towards the Client

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

3.5 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, for Rs..... for the period of consultancy.
- (c) (i) The Consultant shall provide to.....Professional Liability Insurance (PLI) for a period of one years beyond completion of Consultancy services or as

per Applicable Law, whichever is higher.

- (ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, **(A)** For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR **(B)** the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **(A) or (B) is higher..**
- iii) The policy should be issued only from an Insurance Company operating in India.
- iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.
- v) The Consultant does not cancel the policy midterm without the consent ofThe insurance company may provide an undertaking in this regard.

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

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

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

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

6.2 (a) No advance payment will be made.

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

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

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

9.2.1 Selection of Arbitrators

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

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

9.2.2 Rules of Procedure

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

9.2.3 Substitute Arbitrators

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

9.2.4 Qualifications of Arbitrators

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

9.2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Dehradun.

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

S.No	Particulars	Maximum amount payable per Arbitrator/ per case
1	Arbitrator fee	Rs 8,000/- per day subject to a maximum of Rs 1 lacs or Rs 0.75 lacs (lump sum) subject to publishing the award within 6 months.
2	Reading charges	Rs 6,000/-
3	Secretarial Assistance	Rs 5,000/-
4	Incidental charges (telephone, fax, postage etc)	Rs 6,000/-
5	Charges for publishing/ declaration of the award	Maximum of Rs 10,000/-
6	Other expenses (actual against bills subject to the prescribed ceiling)	Maximum ceiling
	Traveling expenses	Economy class (by air), First class AC (by train) and AC Car (by road)
	Lodging and Boarding	a) Rs 10,000/- per day (in metro cities) b) Rs 5,000/- per day (in other cities) c) Rs 2,000/- per day if any Arbitrator makes their own arrangements.
7	Local travel	Rs 10,000/- per day
8	Extra charges for days other than hearing/ meeting days	Rs 2,500/- per day •

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

Appendix V

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

Appendix VI

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

Appendix VII

Hours of work for Consultants' Personnel

As per applicable laws.

Appendix VIII

Duties of the Client

As per the terms of contract agreement

Appendix IX

Cost Estimate

Appendix X

Minutes of Financial/Contract Negotiations with the Consultant

Appendix XI

Copy of letter of invitation

Appendix XII

Copy of letter of acceptance

Appendix- XIII
Format for bank Guarantee for Performance Security

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Governor of Uttarakhand Public Works Department.

In consideration of "Governor of Uttarakhand acting through PWD Uttarakhand executing agency of PWD Uttarakhand (hereinafter referred as the "Client" which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... having its office at..... (hereinafter referred to as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Acceptance No. datedand the same having been unequivocally accepted by the Consultant, resulting in a contract valued at Rs/(Rupees.....) excluding G.S.T. for "Consultancy Services for Road Safety Audit of selected stretch(es) of Public Works Department the state of Uttarakhand as more specifically indicated in Annexure-1 of Letter of Invitation No..... dated..... (hereinafter called the "Contract), and the Consultant having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs..... /- (Rupees.....)

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

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

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding

against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

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

(Signature of the Authorized Official)

(Name & Designation with Bank Stamp)

NOTE:

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

Appendix XIV : Reply to Queries of the Applicant



SUPREME COURT COMMITTEE ON ROAD SAFETY

Chairman : Justice K.S. Radhakrishnan
Members : S. Sundar
Dr. Nishi Mittal

Secretary : S.D. Banga
Tel. No. : +91-11-23060597
Email : roadsafetysc@gmail.com

TIME BOUND
COURT MATTER

No.28/CoRS/2014

Dated: 08th December, 2017

To

The Chief Secretary
All States/UTs

**Subject: Writ Petition (Civil) No.295 of 2012 – Order of the Hon'ble
Supreme Court dated 30th November, 2017 on Road Safety**

Sir,

The Hon'ble Supreme Court, in its Order dated 30th November, 2017 on Writ Petition (Civil) No.295 of 2012 has given certain directions to be complied with by each State/UT. A copy of the Order dated 30th November, 2017 is enclosed.

2. Your specific attention is invited to Para-17 of the Order wherein the Hon'ble Supreme Court has laid down the timeline for framing of Road Safety Policy, Constitution of the State Road Safety Council, Lead Agency, Road Safety Fund, District Road Safety Committees and preparation of Road Safety Action Plan. The timeline laid down by the Court may please be adhered to strictly while complying with the directions.

3. A comprehensive compliance report in respect of each item mentioned in the Order should be forwarded to the Committee latest by 15th April, 2018.

Yours faithfully,

(S.D. Banga)

Secretary to the Committee



Copy to:

Joint Secretary(RS), MoRTH

REPORTABLE

IN THE SUPREME COURT OF INDIA
ORIGINAL APPELLATE JURISDICTION
WRIT PETITION (CIVIL) NO. 295 OF 2012

Dr. S. Rajaseekaran (II)

....Petitioner

Versus

Union of India & Ors.

....Respondents

J U D G M E N T

Madan B. Lokur, J.

1. In this petition under Article 32 of the Constitution Dr. S. Rajaseekaran, an orthopaedic surgeon, a public spirited citizen and President of the Indian Orthopaedic Association has, *inter alia*, prayed for enforcement of road safety norms and appropriate treatment of accident victims.

2. The petitioner states that in his capacity as Chairman and Head of Department of Orthopaedic Surgery, Ganga Hospital, Coimbatore, he witnesses daily, the acute loss of life and limbs caused by road accidents. He suggests that practical measures need to be taken in a time-bound and

expeditious manner to give effect to legislations, reports and recommendations for ensuring that the loss of lives due to road accidents is minimized. The petitioner estimates that 90% of the problem of deaths due to road accidents is the result of a lack of strict enforcement of safety rules on roads and strict punishment for those who do not obey rules. The petitioner has relied upon data published in December 2011 by the Ministry of Road Transport and Highways in its publication captioned 'Road Accidents in India 2010' to indicate that the number of road accidents is increasing every year and that unfortunately more than half the victims are in the economically active age group of 25-65 years.

3. Since the petitioner has no personal interest in the matter, the writ petition filed by him was taken up as a public interest litigation.

4. Initially, the Ministry of Road Transport and Highways opposed the writ petition but as the litigation progressed, the matter was looked at in a non-adversarial manner and considered as one in public interest.

5. In view of the non-adversarial stance of the Government of India, this Court passed an order on 22nd April, 2014 constituting a Committee on Road Safety under the Chairmanship of Justice K. S. Radhakrishnan, a former judge of this Court. The Committee was notified by the Ministry of Road Transport and Highways (MoRTH) of the Government of India on 30th May, 2014 and orders finalizing the terms and conditions of

appointment of the Chairperson and Members of the Committee were issued on 8th August, 2014.

6. In compliance with the orders of this Court and notwithstanding bureaucratic delays and without having been provided adequate infrastructure and staff, the Committee commenced its work in earnest from 15th/16th May, 2014. The Committee has since submitted 12 reports to this Court but it is not necessary at present to deal with all these reports.

7. On 10th April, 2015 we recognized the exemplary work being done by the Committee and expressed the view that its recommendations need to be seriously discussed and debated. This was in the context of the fact that the number of deaths due to road accidents in the country was said to be over 100,000 in a year, which translates to about one death every three minutes and that the compensation awarded for deaths and other motor accident claims runs into hundreds of crores of rupees.

8. However, it appeared to us that various State Governments were not responding positively to the recommendations made by the Committee and accordingly the Secretary of the MoRTH was directed to call a meeting of his counterparts from all the States and Union Territories on or before 31st May, 2015 to deliberate on the reports

prepared by the Committee as well as its recommendations, their implementation and further measures that could be taken.

9. We also noted that despite the lapse of a considerable period of time, the Government of India was unable to provide adequate facilities to the Committee even though a letter was sent by the learned Attorney General for India on 19th December, 2014 to the Revenue Secretary and the Urban Development Secretary of the Government of India. We are mentioning this fact only to highlight the casualness with which the Government of India was taking the directions of this Court, in spite of the importance of the work being carried out by the Committee and its non-adversarial stance. We may mention here that as of now, we have been informed that the Committee has been provided with all necessary facilities and support by the Government of India.

10. In the hearing on 26th August, 2016 we noted that in 2014 the number of persons who had died in road accidents was 139,671 and that this figure had jumped up in 2015 to 146,133.

11. Since we were informed by Mr. Gaurav Agrawal, Advocate who was requested to assist us as *Amicus Curiae* that the State Governments were still not cooperating with the Committee, we had no option but to again direct the Transport Secretaries of all States to attend a meeting to be convened by the Secretary of the MoRTH on 7th September, 2016. We

had to, perforce, set the agenda for the meeting, that is, implementation of the recommendations of the Committee, keeping in mind the very large number of deaths taking place.

12. On 19th September, 2016 we noted that in the meeting chaired by the Secretary of the MoRTH convened on 2nd September, 2016 (instead of 7th September, 2016) only two or three Secretaries of the concerned Transport Ministries of the State Governments had participated and the rest of the State Governments were represented by junior officials and in some cases even the designation of these junior officials was not mentioned.

13. During this hearing, we sought to impress upon all concerned that road safety issues should be taken seriously both by the Central Government as well as by the State Governments. We also noted that huge amounts running into hundreds of crores of rupees had been earmarked for road safety and it was also highlighted that a very large number of deaths had been taking place due to road accidents. We noted that the insurance companies had spent an amount of Rs. 11,480 crores by way of compensation for deaths, injuries, third party property damage and other damage due to road accidents during the financial year 2015-16.

14. On 7th November, 2016 we again noted that there was one death almost every three minutes as a result of road accidents. Unfortunately,

the legal heirs of half the victims were not compensated (perhaps being unaware of their entitlement). We expressed our distress at this unfortunate situation and had to remind all concerned that we were not dealing with an adversarial issue but a public interest litigation for the benefit of the common man particularly for the victims of road accidents and their legal heirs.

15. On 11th April, 2017 we were informed by the learned *Amicus* that the Government of India had woken up to the problems faced due to road accidents and had prepared a Bill for the amendment of the Motor Vehicles Act, 1988.

16. Thereafter, the learned *Amicus* prepared a chart in three columns: First, relating to the issues that this Court had been dealing with in this public interest litigation; second the views expressed by the MoRTH on these issues, and third, the orders prayed for by the learned *Amicus Curiae*. A perusal of the chart indicates that fortunately, the Government of India has now begun considering the issues raised in the right spirit and in a non-adversarial manner and has accepted almost all the suggestions. Those that form a part of the Bill seeking to amend the Motor Vehicles Act, 1988 will be considered by Parliament. The tabular statement is given below:

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
i.	<p>Road Safety Policy: Every State Government shall implement State Road Safety Policy formulated as a result of the intervention of the Committee on Road Safety. The said Policy may be notified in the gazette and brought into existence w.e.f. 1st September, 2017, if not already done so.</p>	<p>Ministry of Road Transport & Highways is in agreement with the suggestion. All the States/UTs except Assam, Delhi, Nagaland, Tripura, Lakshadweep, Dadra Nagar Haveli and Andaman & Nicobar have already formulated their Road Safety Policy. The States / UTs which have not formulated the Road Safety Policy, have been requested to formulate the policy on priority basis.</p>	<p>Order Proposed: The States / UTs which have not formulated the Road Safety Policy may be directed to formulate the policy on priority basis, latest by 31st December 2017. The statement made by the Government of India may kindly be taken on record and ordered.</p>
ii.	<p>State Road Safety Council: All State Government (except Nagaland) have constituted State Road Safety Council as required under Section 215 of the Motor Vehicles Act, 1988 and directed by the Committee. The said Council must undertake periodic meetings to review the actions and implementation of road safety laws and submit suitable reports to the competent legislature and the Committee on Road Safety.</p>	<p>Ministry of Road Transport & Highways is in agreement with the suggestion. All States / UTs except Daman & Diu, Dadra Nagar Haveli and Andaman & Nicobar have already constituted State Road Safety Councils.</p>	<p>Order proposed: All States / UTs except Daman & Diu, Dadra Nagar Haveli and Andaman & Nicobar have already constituted State Road Safety Councils. The others may be directed to constitute the same as per the recommendations of the Committee on Road Safety. The Statement made by the Government of India may kindly be taken on record and ordered.</p>

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
iii.	<p>Lead Agency: Each State Government may be directed to establish a Lead Agency as required by the Committee on Road Safety headed by a senior officer and with adequate staff to be solely dedicated to matters relating to licensing, issuing of driving licences, and registration of vehicles, road safety, and features of vehicles, pollution and other allied matters.</p>	<p>Ministry of Road Transport & Highways is in agreement with the suggestion. Ministry held review meeting with the States to review the implementation of the directions of the Committee on Road Safety from 27th to 30th June, 2017. The States / UTs were requested to establish Lead Agency and depute adequate, dedicated and professional / technical staff. Few States viz. Chhattisgarh, Daman & Diu, Haryana, Jharkhand, Jammu & Kashmir, Nagaland, Rajasthan, Tamil Nadu have already established the Lead Agency.</p>	<p>Order proposed: The States / UTs that have not established Lead Agency, as defined and required by the Committee on Road Safety and depute adequate, dedicated and professional / technical staff may be directed to do so by 31st December 2017 as per the standards set by the Committee on Road Safety. The statement made by the Government of India may kindly be taken on record and ordered.</p>
iv	<p>Road Safety Fund: Pursuant to recommendations of the Committee on Road Safety all the States have commenced or completed action to set up a Road Safety Fund with assured flow of money as desired by the Committee. However, in such States where it has not come into place it must come into effect w.e.f. 1st September 2017.</p>	<p>Ministry of Road Transport & Highways is in agreement with the suggestion. Some of the States viz. Bihar, Chhattisgarh, Himachal Pradesh, Jharkhand, Kerala, Madhya Pradesh, Puducherry, Rajasthan, Uttar Pradesh have established dedicated fund as per directions of Committee on Road Safety. During the review meeting held by the Ministry, the remaining States / UTs have been requested to create the Road Safety Fund as per the directions of the Committee on Road Safety.</p>	<p>Order Proposed: The States / UTs that have not constituted the Road Safety Fund may be directed to establish the same as soon as possible and not later than March, 2018 and report to the Committee on Road Safety. The statement made by the Government of India may kindly be taken on record and ordered.</p>
v	<p>Road Safety Action Plan: State Governments may be</p>	<p>Ministry of Road Transport & Highways is in agreement with the suggestion.</p>	<p>Order Proposed: The States / UTs may be directed to</p>

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
	directed to formulate and notify "Road Safety Action Plan" with an annual target for reducing road accident with effect from a date not later than 1 st September 2017.	During the review meetings held by the Ministry, the States / UTs have been requested to prepare the annual target based Action Plan to reduce accident & fatality rate in pursuance of directions of Committee on Road Safety.	prepare the annual target based Action Plan to reduce accident & fatality rate in pursuance of directions of Committee on Road Safety and the report to the Committee.
vi	District Road Safety Committee: All State Governments may be directed to constitute District Road Safety Committee headed by the Collector of the District which will fix targets for reduction in accidents and fatality dependent upon peculiar facts of the District. As suggested in the written Note, District Road Safety Committee could include Superintendent of Police, Health Officers, PWD Engineers, representatives of NHAI and RTO of the District.	Ministry of Road Transport & Highways is in agreement with the suggestion.	Order proposed: State Governments may be directed to constitute District Road Safety Committee headed by the Collector of the District as soon as possible lay down responsibilities of said committees, including regular and periodic meeting and report to the Committee on Road Safety. The statement made by the Government of India may kindly be taken on record and ordered.
vii	Engineering Improvement: The <i>Amicus Curiae</i> submits that one of the main reasons for accidents is poor quality of roads, improper design, inadequate curve, inadequate depth and inadequate angle which need to be maintained at crucial junctions. At	The Ministry is in agreement with the suggestion. However, the protocol has to be reviewed and updated from time to time based on the experience gained.	Order proposed: Protocol for Identification and Rectification of Black Spots prepared by MoRTH at the instance of Committee on Road Safety may be directed to be implemented by

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
	<p>the instance of the Committee on Road Safety, the MoRTH has set up protocol for identification and rectification of black spots. The said protocol for rectifying black spots for better road safety is annexed herewith as Annexure 'B' pages (28 to 29). This Hon'ble Court may be pleased to direct that the same be enforced into immediate effect by the NHAI, the Ministry of Road Transport & Highways of Government of India as well as the PWD Departments of all State Governments as well their contractors. It is important that the same is also enforced in all expressways being constructed on PPP mode.</p>		<p>all concerned including NHAI and State Governments in consultation with the Committee on Road Safety. It may be clarified that the said protocol would be reviewed and updated by MoRTH annually based on the experience gained. The statement made by the Government of India may kindly be taken on record and ordered.</p>
viii	<p>Traffic Calming Measures: This Hon'ble Court may further direct the State Governments to adopt Traffic Calming Measures at accident prone areas, junctions of lower hierarchy roads and other vulnerable spots like schools, hospitals, etc.</p>	<p>Ministry of Road Transport & Highways is in agreement with the suggestion.</p>	<p>Order proposed: This Hon'ble Court may direct that the State Governments should adopt Traffic Calming Measures at accident prone areas, junctions of lower hierarchy roads with higher hierarchy roads and other vulnerable spots like schools, hospitals etc., and submit district</p>

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
			wise compliance reports to the Committee on Road Safety, as per the directions of the Committee on periodic basis. The statement made by the Government of India may kindly be taken on record and ordered.
ix	<p>Roads Safety Audits: This Hon'ble Court may direct State Governments to carry out road safety audits during design, construction and operation of roads and also in respect of existing roads within a specified time frame. This audit must be carried out by auditors accredited by National Road Safety Audit Board. This National Road Safety Audit Board must consist of Senior Officers of the NHAI, MoRTH, of respective State Governments as well as Road Safety Experts who are trained Road Safety Auditors. It is respectfully submitted that if roads were properly constructed and maintained in this country, as is done in many overseas countries, road accidents would be much less.</p>	<p>In-principle, the Ministry is in agreement with the suggestion. However, there is a deficiency of qualified auditors in road safety engineering in the country. Efforts are being made by the Government to build capacity, by way of organizing workshops on road safety engineering, road safety audit certification courses etc. It would take some time to build up capacity in the field of road safety audit. Therefore, States may be permitted to set their own targets for completing the road safety audits, as per the guidelines issued by the Ministry from time to time.</p> <p>With regard to the recommendation of accreditation by National Road Safety Audit Board, it is stated that a proposal to create a National Road Safety Board has been incorporated in the Motor Vehicle (Amendment) Bill, 2017. The bill has been passed by Lok Sabha. The proposed Board will deal with all aspects of the road safety.</p>	<p>Order proposed: This Hon'ble Court may be pleased to direct the Central Government to:</p> <p>(i) Conduct audit of 2 most accident prone stretches of highways/express ways in each State as a pilot programme, and present strategies for reducing the accidents;</p> <p>(ii) build capacity and train at least 150 more auditors within the period of next one year;</p> <p>The State Governments/UTs may be directed to train at least 25 such auditors within the period of next one year, and thereafter conduct audits. The statement made by the Government of</p>

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
			India may kindly be taken on record and ordered.
x	<p>Engineering Design of New Roads: It may be directed by this Hon'ble Court that no new road/project costing more than Rs. 10 Crores should be undertaken unless the design is audited and the audit recommendation are implemented to the satisfaction of the aforementioned National Road Safety Audit Board.</p>	<p>The road projects costing Rs. 10.00 crore or more may be of different types like re-surfacing of the road, reconstruction of bridges / culverts, construction of retaining walls for protection of roads etc. Such projects do not require the road safety audit. Therefore, specifying only cost criteria for carrying out road safety audits is not appropriate.</p> <p>It is proposed that the road safety audit including the design stage audit should be carried out for all road capacity augmentation projects of 5 km or more.</p>	<p>Order proposed: It is prayed that this Hon'ble Court may be pleased to direct the road safety audit including the design stage audit should be carried out for all road capacity augmentation projects of 5 km or more.</p>
xi	<p>Working Group on Engineering: it is prayed that this Hon'ble Court may pass an order directing that recommendations of the Working Group on Engineering as directed by this Hon'ble Court (marked as Annexure "C" pages (30 to 38)) be implemented forthwith as directed by the Hon'ble Court.</p>	<p>The report of the Working Group on Engineering (Roads) contains a detailed background discussion. The recommendations and suggested policies are contained in Para 4 of the Working Group Report. Many of these recommendations are in the nature of general comments.</p> <p>In view of the above, appropriate recommendations based on Working Group Report which can be passed by Hon'ble Supreme Court as directions are brought out as below:</p> <ul style="list-style-type: none"> - Highways and urban road design standards and guidelines will be made consistent with the safety requirements and in tune with the international best practices on a continuous basis at regular intervals. 	<p>Order proposed: This Hon'ble Court may issue the following directions as set out as below:</p> <ol style="list-style-type: none"> 1. Highways and urban road design standards and guidelines will be made consistent with the safety requirements and in tune with the international best practices on a continuous basis at regular intervals. 2. Conduct Road safety audits at different stages of construction and operation. 3. All road improvement

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
		<ul style="list-style-type: none"> - Road safety audits at different stages should be carried out depending on the size / type of the project for all the road development projects. - All road improvement projects including resurfacing works should have provision of signs & markings as per the requirements. - Adequate traffic calming measures should be taken, wherever necessary, to enhance safety of vulnerable road users. - Existing stretches of National Highways & State Highways not covered in development projects on modes like BOT/EPC should be subjected to Road Safety Audits in phased manner through a time bound programme. - Recommendations of Road Safety Audits should be implemented, preferably within 2 years of submission of audit reports. - Standard Road accident recording & reporting formats should be evolved considering all aspects of feasibility and manpower resources and be published as standard documents for adoption by all authorities at Central and State levels. - Specialized accident investigation centres shall be established to study a few selected accidents using accident reconstruction techniques etc., and the details to be preserved in a data base. - Institutionalized system of database storage and management should be 	<p>projects including resurfacing works should have provision of signs & markings as per the requirements.</p> <p>4. Adequate traffic calming measures should be taken, wherever necessary, to enhance safety of vulnerable road users.</p> <p>5. Recommendations of Road Safety Audits should be implemented, before further work is undertaken on the road concerned.</p> <p>6. Standard Road accident recording & reporting formats should be evolved considering all aspects of feasibility and manpower resources and be published as standard documents for adoption by all authorities at Central and State levels.</p> <p>7. Specialized accident investigation centres shall be established to study a few selected accidents using accident</p>

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
		<p>developed for road accident data. A suitable web based electronic road accident data collection/compilation system shall be developed for countrywide implementation.</p> <ul style="list-style-type: none"> - Centre of excellence for road safety Research & Accident analyses should be developed in academic institutions across the country. - Establishing synergy between various stake holders (road authorities, academia, enforcement authorities, health authorities etc) in road safety at central/ state levels is being strived through National Road Safety Council and State Road Safety Councils. These should be strengthened and made robust to deliver the intended results. - Centre is extending support to Road Safety Engineering improvements on state roads through specific schemes to act as benchmarks and models for further efforts by states. 10% of Central Road Fund (CRF) allocations have been earmarked for Road Safety Engineering works on state roads through Central Road Fund (State Roads) Amendment Rules, 2016. Detailed guidelines have also been issued in this regard. 	<p>reconstruction techniques etc., and the details to be preserved in a data base.</p> <p>8. Institutionalized system of database storage and management should be developed for road accident data. A suitable web based electronic road accident data collection/ compilation system shall be developed for countrywide implementation.</p> <p>9. Centre of excellence for road safety Research & Accident analyses should be developed in Academic institutions across the country.</p> <p>Till such time as the NRSB becomes operational, the above steps may be taken by the Government in consultation with the Committee on Road Safety.</p>
xii	<p>Drivers' Training: This Hon'ble Court may be pleased to issue a direction that licenses of all drivers would be</p>	<p>In the Motor Vehicle (Amendment) Bill, 2017, it is proposed that the transport driving license is to be renewed at an interval of five</p>	<p>Order proposed: The Government of India and the State Governments may</p>

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
	<p>renewed after every five years and would be subject to their qualifying the stringent criteria including technical efficiency, quality of driving, control over a vehicle and other relevant factors. It is necessary that any person who drives the vehicle must be in complete control of the vehicle to be able to minimize the risk of an accident.</p> <p>It is submitted that only accredited driving schools should be authorized to impart training to the learners and recommend the grant of permanent licenses. Such institutions must have driving teachers (a) with not less than 10 years' experience; (b) who have experience in driving all kinds of vehicles; (c) who have the the requisite learning vehicle; (d) who have adequate facilities and take suitable number of tests before the final license by a public authority should only be upon recommendation of such an accredited licensing institution. Computerized driving tests should be resorted for checking driving skills.</p>	<p>years.</p> <p>It has been proposed in the Motor Vehicle (Amendment) Bill, 2017 that the Central Government may make rules for such schools or establishments. The efforts shall be made to improve the quality of driving training by prescribing detailed curriculum as well as the infrastructure and trainer requirements by the Driving Training Schools.</p>	<p>be directed to take such steps as recommended by the Committee on Road Safety in a time bound manner to ensure improvement in the quality of driver training and licensing (including emphasis on lane driving) as well as in the infrastructure and the trainer requirements.</p>
xiii	Lane Driving: This Court may issue a	Ministry of Road Transport & Highways has already notified	Order proposed: The State

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
	<p>direction that all the State Government would issue a mandatory circular that lane driving will be strictly insisted upon in all parts of this country. Further, overtaking shall be only according to the protocols which are devised for the said purpose and contravention may even result in forfeiture of his or her license.</p>	<p>Motor Vehicles (Driving) Regulations 2017 vide G.S.R. 634 (E) dated 23rd June 2017 which mandates the lane driving and also provides for the protocol for overtaking.</p>	<p>Governments/ UTs may be directed to strictly implement Motor Vehicles (Driving) Regulations 2017 notified vide G.S.R. 634 (E) dated 23rd June 2017 which mandates the lane driving and also provides for the protocol for overtaking.</p>
xiv	<p>Road Safety Equipment: All the State Governments will take steps to acquire and use cameras and other surveillance equipment according to the norms suggested by the Ministry of Home Affairs to check and detect traffic violators. Further, this Hon'ble Court may direct that special patrol forces along the National Highways, Expressways and the State Highways be established. The States may also be directed to take the following actions to the satisfaction of the Committee on Road Safety:</p> <p>(A) Formulate and enforce a policy for the removal of all hoardings and objects which obstruct driving or distract drivers.</p> <p>(B) Formulate and enforce a policy for</p>	<p>Bureau of Police Research & Development (BPR&D) had prepared a report in consultation with States/UTs on the norms for the number of Traffic Police and also for the Equipment for identifying violations of traffic laws with reference to vehicle population of that City/State and submitted the same to the Committee on Road Safety in the month of September, 2015. Further, Committee on Road Safety has forwarded the report to all States/UTs on 30th November, 2015 (copy attached in Annexure-II)</p>	<p>Order Proposed: All the State Governments/UTs may be directed to take steps to acquire and use cameras and other surveillance equipment according to the norms suggested by the Ministry of Home Affairs in a phased manner to check and detect traffic violators; and may further be directed to set up special patrol forces along the National Highways, Expressways and the State Highways. This may be done in consultation with and to the satisfaction of the Committee on Road Safety.</p>

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
	<p>detection and removal of encroachment on all pedestrian path which will cause any hindrance to pedestrians and vehicles.</p> <p>(C) Issue a direction that all driving licenses will be suspended for a period of at least one year under Section 19 of the Motor Vehicles Act and Rule 21 of the CMV for over speeding, red-light jumping, use of cellular phone while driving, over loading, and using goods carriage for ferrying passengers.</p>		
xv	<p>Alcohol and Road Safety: As per the order dated 15th December 2016, by a judicial order passed in (State of Tamil Nadu v. K. Balu, (2017) 2 SCC 281) this Hon'ble court prohibited the grant of licences for the sale of liquor along national and state highways and over a distance of 500 metres from the outer edge of the highway throughout the territory of India. This Hon'ble Court may further direct the State Governments to ensure that the said prohibition imposed by this Hon'ble Court be effectively implemented. Further, those found driving under the influence of alcohol should be</p>	<p>Ministry has written to the States vide letter dated 6th April, 2017, for compliance of the orders of the Hon'ble Supreme Court. Ministry of Home Affairs had issued an advisory on road safety and accidents to all the States/UTs on 17th December, 2015, advising for strict enforcement of provisions of IPC and MV Act to prosecute and punish persons causing injury or death in offences related to road safety (detail attached in Annexure-III).</p>	<p>Order proposed: No further orders are required at this stage. The statement made by the Government of India may kindly be taken on record and ordered.</p>

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
	prosecuted under the Motor Vehicles Act, 1988 as well as under the Indian Penal Code, 1860 within a time period fixed by this Hon'ble Court.		
xvi	<p>Road Safety Education: Pursuant to recommendations of the Committee on Road Safety, Road Safety Education has already been included by CBSE in school curriculums. This Hon'ble Court may further direct the State Governments to ensure that Road Safety Education and Counselling is also incorporated into the curriculum of the State Boards.</p>	The Ministry of Road Transport & Highways is in agreement with the suggestion.	<p>Order proposed:This Hon'ble Court may further direct the State Governments/UTs to ensure that Road Safety Education and Counselling is also incorporated into the curriculum laid down by the State Boards by 1st April, 2018. The statement made by the Government of India may kindly be taken on record and ordered.</p>
xvii	<p>Speed Governors: It is prayed that State Governments be directed to take steps to ensure that approved speed Governors are fitted in the existing transport vehicles and given Unique Identification Number. These numbers should be uploaded in the VAHAN Database along with the details of the vehicle. The instructions issued by Committee on Road Safety in this regard may kindly be directed</p>	Ministry of Road Transport & Highways has already issued guidelines for fitment of approved Speed Limited Device (speed governors) on transport vehicles. The suggestion to upload the Unique Identification Number of the Speed Governor in the VAHAN database is acceptable.	<p>Order proposed: State Governments be directed to take steps to ensure that approved speed Governors are fitted in the existing transport vehicles and given Unique Identification Number. These numbers should be uploaded in the VAHAN Database along with the details of the vehicle. The</p>

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
	to be strictly followed.		instructions issued by Committee on Road Safety in this regard may kindly be directed to be strictly followed.
xviii	<p>Emergency Medical Care: As far as emergency care is concerned, this Hon'ble Court may direct that the State Government shall establish for every District at least one Trauma Care Centre with all modern medical facilities, and ambulances equipped with first-aid facility manned by trained para-medical staff should also be made available.</p>	<p>In respect of the Trauma Care Programme being implemented by Ministry of Health & Family Welfare, a total number of 116 Trauma Care Facilities (TCFs) were identified and approved during the 11th Five Year Plan (FYP) and 81 TCFs were identified during the 12th FYP. It may further be mentioned that with regard to trained para-medical staff for ambulances, the Programme Division, the Director General of Health Services has developed the Pre-hospital Trauma Technician Course curriculum, and the training is being undertaken in the three Central Government Hospitals of Delhi, namely Safdarjung Hospital, LHMC and Dr. RML Hospital since 2007.</p>	<p>Order proposed: This Hon'ble Court may direct that the State Government shall establish for every District at least one Trauma Care Centre with all modern medical facilities, and ambulances equipped with first-aid facility manned by trained para-medical staff should also be made available. Further, District Magistrates of every district may be directed to ensure that sufficient publicity is given in respect of existing facilities.</p>
xix	<p>Universal Accident Helpline Number: This Hon'ble Court may be pleased to order that there shall be one Universal Accident Helpline Number which should be established by the Department of Telecommunication throughout the country. Further, a universal code for ambulances should be notified by</p>	<p>The National Health Mission already provides for a call centre number (108), which is being extensively used in the States for medical emergencies including accidents. The ambulance services are also operational in most of the states through this call centre number (108).</p>	<p>Order Proposed: The State Governments/UTs may be directed to strengthen the accident helpline number by providing adequate facilities. The State Governments that have not made ambulance services</p>

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
	the MoRTH.		operational may be directed to do so by 31 st March 2018, and to further develop a code/method to utilize services of all ambulances in the area.
xx	Permanent Road Safety Cell: This Hon'ble Court may direct that National Highways Authority of India must have a permanent Road Safety Cell consisting of suitable engineers and qualified personnel and which shall be established on or before 30 th September, 2017.	The Ministry of Road Transport & Highways is in agreement with the suggestion. Ministry of Road Transport & Highways as well National Highways Authority of India have established road safety engineering cells. All the States/UTs have also been requested to establish Road Safety Engineering Cell in their National Highways Directorates by Ministry of Road Transport & Highways.	Order Proposed: The cells have been set up and no further orders are required at present. The statement made by the Government of India may kindly be taken on record and ordered.
xxi	Data Collection: This Hon'ble Court may direct that a computerized format be prepared by the MoRTH for collecting road accident data throughout the country and data so collected should be made public so that even members of the public could pursue remedial actions or research.	Ministry of Road Transport & Highways has already evolved a new format for recording accident data & report. The format is enabled for computerized data entry. State Government / UTs have been asked to take further action to collect and report the data in new format. The Ministry has been making the data public for information of all the stakeholders.	Order proposed: No further orders are required at this stage. However, it may be directed that the said format evolved by the Ministry be strictly followed. The statement made by the Government of India may kindly be taken on record and ordered.
xxii	GPS: It is submitted that it has been found that use of GPS and GIS mapping encourages safety both for drivers and passengers. Therefore, it is prayed that a direction be issued to all car manufactures	Ministry of Road Transport & Highways has already notified vide G.S.R. No. 1095 (E) dated 28 th November 2016 mandating the fitment of vehicle location tracking device and emergency button in all public service vehicles except two wheelers, e-rickshaw, three wheelers and	Order proposed: This Hon'ble Court may direct that all public service vehicles shall be fitted with location tracking device as mentioned by GoI and the said

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC
	that with effect from 1 st January 2018 they would ensure that all vehicles are installed with GPS and GIS.	any transport vehicles for which no permit is required under the Motor Vehicles Act, 1988. Fitment of GPS devices on other vehicles would be considered in due course since this would put additional cost burden on the vehicle owners in terms of cost of the GPS equipment.	notification be strictly implemented. The statement made by the Government of India may kindly be taken on record and ordered.
xxiii	Bus/Truck-Body Building Code: This Hon'ble Court may direct that MoRTH may take suitable steps to notify Bus/Truck-Body Building Code so that henceforth buses and trucks built on different chassis are not found wanting in security and safety features.	Bus Body Code: Ministry of Road Transport & Highways has already notified the bus body code vide G.S.R. No. 287 (E) dated 22 nd April 2014. Truck Body Code: Ministry of Road Transport & Highways has already notified the truck body code vide G.S.R. No. 1034 (E) dated 2 nd November 2016 for vehicles registered on or after 1 st October 2018.	Order proposed: No further orders are required at this stage. The statement made by the Government of India may kindly be taken on record and ordered.
xxiv	ABS, Air Bags and Headlights: It is prayed that a direction be issued that in every model of car sold in India there shall be Anti-Lock Braking System and air bags. Further a direction be issued that all two-wheeler manufacturer will take recourse to "Automatic Headlights On" systems. It is prayed that a direction be issued that the State Government must not allow vehicles with impermissible headlights to ply.	ABS: Ministry of Road Transport & Highways has notified for the fitment of ABS in motor cycles vide G.S.R. No. 310 (E) dated 16 th March 2016 and for four wheelers vide G.S.R. No. 120 (E) dated 10 th February 2017 for new models on or after 1 st April 2018 and for existing models on or after 1 st April 2019. Air Bags: Ministry of Road Transport & Highways finalized a standard AIS-145, which is being notified. This standard would mandate fitment of Air Bags on all the LMV passenger vehicles. Automated Headlights On: Ministry of Road Transport & Highways has notified vide G.S.R. No. 188 (E) dated 22.02.2016 for fitment of 'Automated Headlights On' (AHO) in two wheelers	Orders proposed: No further orders are required.

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways	Orders prayed by the AC								
		manufactured on or after 1 st April 2017.									
xxv	<p>Crash Test: It is respectfully submitted that in view of the doubtful crash test of all the LMVs, crash test in proper conditions must be undertaken in respect of LMVs by laboratories that are accredited. It is submitted that this Hon'ble Court may further direct that all vehicle testing agencies in India should be internationally accredited / recognized to ensure that crash tests are genuinely and sincerely undertaken having utmost regard to the value of human life. This may be done by 1st April 2018.</p>	<p>The crash tests for all the Light Motor Vehicles (LMVs) have been notified by the Ministry for implementation. The tests are to be conducted only by the testing agencies notified under Rule 126 of the Central Motor Vehicle Rules, 1989. The agencies are required to have their testing facilities accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL). The Ministry has issued S.O. 1139 (E) dated 28.04.2015 and S.O. 2412 (E) dated 03.09.2015 amending the Central Motor Vehicles Rules, 1989 (CMVRs) notifying the following crash standards: -</p> <table border="1" data-bbox="738 1149 1155 2004"> <thead> <tr> <th data-bbox="743 1155 946 1240">Standards</th> <th data-bbox="949 1155 1150 1240">Date of commencement/ validity</th> </tr> </thead> <tbody> <tr> <td data-bbox="743 1245 946 1570">Requirement for behaviour of steering mechanism of a vehicle in a Head-on Collision as per AIS 096/2008</td> <td data-bbox="949 1245 1150 1570">New Models- 1.10.2017 All Models- 01.10.2019</td> </tr> <tr> <td data-bbox="743 1574 946 1868">Protection of occupants in the event of an offset Frontal Collision as per AIS 098/2008</td> <td data-bbox="949 1574 1150 1868">New Models- 1.10.2017 All Models- 01.10.2019</td> </tr> <tr> <td data-bbox="743 1872 946 1998">Approval of vehicles with regard to the Protection of</td> <td data-bbox="949 1872 1150 1998">New Models- 1.10.2018 All Models- 01.10.2019</td> </tr> </tbody> </table>	Standards	Date of commencement/ validity	Requirement for behaviour of steering mechanism of a vehicle in a Head-on Collision as per AIS 096/2008	New Models- 1.10.2017 All Models- 01.10.2019	Protection of occupants in the event of an offset Frontal Collision as per AIS 098/2008	New Models- 1.10.2017 All Models- 01.10.2019	Approval of vehicles with regard to the Protection of	New Models- 1.10.2018 All Models- 01.10.2019	<p>Order proposed: No further orders are necessary at this stage. The statement made by the Government of India may kindly be taken on record and ordered.</p>
Standards	Date of commencement/ validity										
Requirement for behaviour of steering mechanism of a vehicle in a Head-on Collision as per AIS 096/2008	New Models- 1.10.2017 All Models- 01.10.2019										
Protection of occupants in the event of an offset Frontal Collision as per AIS 098/2008	New Models- 1.10.2017 All Models- 01.10.2019										
Approval of vehicles with regard to the Protection of	New Models- 1.10.2018 All Models- 01.10.2019										

S. No.	Issue contained in note of Amicus Curiae	Views by Ministry of Road Transport & Highways		Orders prayed by the AC
		Occupants in the event of a Lateral Collision as per AIS 099/2008		
		Approval of Vehicles with regard to the Protection of Pedestrian and other Vulnerable Road Users in the event of a Collision with a Motor Vehicle as per AIS 100/2010	New Models- 1.10.2018 All Models- 01.10.2020	

17. We have heard learned *Amicus Curiae* as well as learned Additional Solicitor General. They have taken us through all the suggestions made and the response of the MoRTH to these suggestions. In view of the submissions, and keeping in mind issues of road safety and the interest of those who may be unfortunate victims of road accidents, we issue the following directions:

- 1. Road Safety Policy:** Most of the State Governments and Union Territories have already framed a Road Safety Policy. Those that have not framed such a policy namely Assam, Nagaland, Tripura, Delhi, Lakshadweep, Dadra and Nagar Haveli and Andaman and

Nicobar Islands, must now formulate the Road Safety Policy by 31st January, 2018. All States and Union Territories are expected to implement the Road Safety Policy with all due earnestness and seriousness.

- 2. State Road Safety Council:** All States have already constituted a Road Safety Council in terms of Section 215 of the Motor Vehicles Act, 1988. The Union Territories of Daman and Diu, Dadra and Nagar Haveli and Andaman and Nicobar Islands have not constituted the Road Safety Council as yet. We direct these Union Territories to constitute the State Road Safety Council on or before 31st January, 2018. The responsibility and functions of the Council will be as recommended by the Committee on Road Safety. The State Road Safety Councils should periodically review the laws and take appropriate remedial steps wherever necessary.
- 3. Lead Agency:** Only a few States have established the Lead Agency as recommended by the Committee on Road Safety in its communication of 23rd December, 2014. The States and Union Territories that have not done so should establish the Lead Agency on or before 31st January, 2018 in terms of the recommendations made by the Committee on Road Safety. It may be mentioned that the Lead Agency will act as the Secretariat of the State Road Safety Council and coordinate all activities such as licensing issues

including issues of driving licences, registration of vehicles, road safety and features of vehicles, along with other allied matters including emission norms and other activities as mentioned in the communication dated 23rd December, 2014.

4. Road Safety Fund: Some of the States have already established a Road Safety Fund. Those States and Union Territories that have not yet established the Road Safety Fund should do so not later than 31st March, 2018 and report back to the Committee on Road Safety. The corpus of the Road Safety Fund will be from the fines collected for traffic violations and the Fund will be utilized for meeting expenses relating to road safety.

5. Road Safety Action Plan: The purpose of a Road Safety Action Plan is to reduce the number of road accidents, as well as the fatality rate. The MoRTH has already requested all the States and Union Territories to prepare a Road Safety Action Plan but it appears that the response to this has been somewhat lukewarm. The State Governments and Union Territories are therefore directed to urgently prepare a Road Safety Action Plan by 31st March, 2018 and put it into action after giving it due publicity.

6. District Road Safety Committee: A District Road Safety Committee is required to be set up by the State Government for every district in terms of Section 215(3) of the Motor Vehicles Act,

1988. As suggested by the learned *Amicus* and agreed to by the MoRTH, the District Road Safety Committee should be put in place by 31st January, 2018 and should be headed by the Collector of the District and should include amongst others the Superintendent of Police, Health Officers, Engineers of the Public Works Department, representatives of the National Highways Authority of India, the Road Transport Officer of the District and members of civil society from the District. The District Road Safety Committee must hold regular and periodic meetings to review road safety issues and take corrective measures.

7. Engineering Improvement: It appears that one of the main reasons for road accidents is the poor quality of roads, improper design, etc. The MoRTH is of the opinion that the protocol for road design and identification of black spots needs to be reviewed and enforced. Accordingly, it is directed that the MoRTH should publish a protocol for identification and rectification of black spots and take necessary steps for improving the design of roads to make them safe.

8. Traffic Calming Measures: It is suggested by the learned *Amicus* that traffic calming measures must be adopted at accident prone areas. This is agreed to by the MoRTH. However, such measures will need to be studied and then put in place. This is an on-going

exercise which must be carried out by the Road Safety Committee with the assistance of the MoRTH and other stakeholders.

9. Road Safety Audits: There is agreement, in principle, between the learned *Amicus* and the MoRTH to carry out Road Safety Audits. However, there appears to be a dearth of qualified auditors in Road Safety Engineering. The MoRTH supports the idea of capacity building. It is, therefore, directed that necessary steps be taken by the Committee on Road Safety as well as by the MoRTH to work in this direction since there can be little doubt that an audit of road safety is essential to reduce the possibility of road accidents through corrective measures.

10. Engineering Design of New Roads: The MoRTH is of the view, and the learned *Amicus* is also in agreement, that the Road Safety Audit as mentioned above should include the design stage audit of new road projects of 5 kms or more, rather than being based on the cost of the project. It is ordered accordingly.

11. Working Group on Engineering: The Working Group on Engineering (Roads) has already submitted a Report which is available with the Road Safety Committee as well as the MoRTH. This Working Group was constituted pursuant to the decision taken in the meeting of the 12th National Road Safety Council held on 25th March, 2011. The recommendations of the Working Group

should be implemented in the terms prayed for by the learned *Amicus* as well as those accepted by the MoRTH. These will, of course, be in the nature of interim directions since the National Road Safety Board is likely to be created as proposed in the Motor Vehicles (Amendment) Bill, 2017.

12. Drivers' Training: This is the subject matter of the Motor Vehicles (Amendment) Bill, 2017 and no orders are required to be passed in this regard.

13. Lane Driving: The MoRTH has already issued Motor Vehicles (Driving) Regulations, 2017 vide G.S.R. 634 (E) dated 23rd June, 2017.

The Notification should be implemented by the State Governments and Union Territories strictly.

14. Road Safety Equipment: The Bureau of Police Research and Training has already prepared a Report on the subject and has submitted it to the Road Safety Committee in September, 2015. The recommendations in the Report should be implemented including acquisition of cameras and surveillance equipments in detecting traffic and identifying violators. It is also necessary to set up special patrol forces along the National Highways and State Highways for which necessary steps must be taken by the State Governments and Union Territories.

15. Alcohol and Road Safety: The MoRTH has already written to the States to comply with orders of this Court in this regard. The MoRTH may issue further advisories in this regard on a quarterly basis during the calendar year 2018 so as to serve as a reminder to the State Governments and Union Territories to implement the directions of this Court.

16. Road Safety Education: The learned *Amicus* as well as MoRTH are in agreement that road safety education and counselling should be incorporated in the curriculum by the State Boards by 1st April, 2018. It is directed that the State Governments may seriously consider this recommendation and include Road Safety Education and Counseling as a part of the school curriculum at the earliest.

17. Speed Governors: Guidelines in this regard have already been issued by the MoRTH. The MoRTH has agreed to upload the Unique Identification Number of the speed governors in the VAHAN database. This should be followed up by the MoRTH with expedition.

18. Emergency Medical Care: There is agreement that at least one Trauma Care Centre should be set up in every district with necessary facilities and an ambulance. The State Governments and Union Territories should take up this recommendation at the earliest since it is on record that treatment soon after a road

accident is crucial for saving the life of the victim. In this context, it may also be mentioned that this Court has issued certain directions in *Pt. Parmanand Katara v. Union of India*¹ which should be followed.

19. Universal Accident Helpline Number: The MoRTH has stated that there is already a call centre number, that is, 108 provided by the National Health Mission. Due publicity must be given to this so that an ambulance can be activated at the earliest whenever necessary.

20. Permanent Road Safety Cell: All State Governments and Union Territories have already been requested by the MoRTH to set up Road Safety Cells. The State Governments and Union Territories should establish Permanent Road Safety Cells by 31st January, 2018.

21. Data Collection: The MoRTH has already taken steps for recording accident data and reports through computerised data entry. The State and Union Territories have been asked to take further action in this regard and make the data public for the information of all stakeholders. This needs to be followed up and no further orders are necessary in this regard.

¹ (1989) 4 SCC 286

22. GPS : The MoRTH has already notified vide G.S.R. No. 1095 (E) dated 28th November, 2016 mandating the fitment of vehicle location tracking devices in all public service vehicles subject to some exceptions. Since this has cost implications, the MoRTH may assist the State Governments and Union Territories to ensure that to the maximum extent possible and within the shortest time frame, location tracking devices must be fitted in all public service vehicles as notified.

23. Bus/Truck–Body Building Code: This has already been notified by the MoRTH with regard to buses vide G.S.R. No. 287 (E) dated 27th April, 2014 and with regard to trucks vide G.S.R. No. 1034(E) dated 2nd November, 2016. No further orders are necessary in this regard.

24. ABS, Air Bags and Headlights: The MoRTH has already notified for fitment of ABS in motor cycles vide G.S.R. No. 310(E) dated 16th March, 2016 and for four wheelers vide G.S.R. No. 120(E) dated 10th February, 2017. As far as air bags are concerned a standard AIS-145 has already been notified. As regards automated headlights, the MoRTH has notified vide G.S.R. No. 188(E) dated 22nd February, 2016 for fitment of “Automated Headlights On” in two wheelers manufactured on or after 1st April, 2017. No further

orders are required in this regard except the faithful implementation of the various notifications issued by the MoRTH.

25. Crash Test: This too has been notified by the MoRTH and the test for all light motor vehicles is required to be conducted by the testing agency notified under Rule 126 of the Central Motor Vehicles Rules, 1989. No further orders are required in this regard except the faithful implementation of the notifications and crash standards issued by the MoRTH.

18. We make it clear that the directions given above are those that have been agreed upon by the parties before us and are in addition to and supplement the directions already given in *S.Rajaseekaran v. Union of India*.² We commend the efforts put in by the learned *Amicus Curiae* and the Justice K.S. Radhakrishnan Committee on Road Safety. We are confident that the directions given above, at their instance and with the support, cooperation and assistance of the MoRTH, will save thousands of lives in road accidents and crores of rupees in compensation payable by the insurance companies – provided the directions are faithfully and sincerely complied with.

19. We also make it clear that if there is any doubt or clarity required in implementing the directions given, the concerned State Government or

² (2014) 6 SCC 36

Union Territory is at liberty to move the Committee on Road Safety.

20. We may note that none of the directions given by us or the directions given earlier by this Court are difficult to comply with. In this connection, we may draw attention to the excellent document prepared by the Committee on Road Safety and the MoRTH titled “Consulting Services to Audit the Implementation by the States of the Directions Issued by the Committee on Road Safety – Group 4- Final Report” concerning Haryana prepared in September 2017. The Report has received considerable support from the Delhi Integrated Multi-Model Transit System Limited (DIMTS), Transportation Research and Injury Prevention Programme (TRIPP), IIT-Delhi and The Energy and Resource Institute (TERI). It would be worthwhile if similar reports are prepared and published so that roads all over the country are rendered far safer than what they are today.

21. List for further proceedings on 7th February, 2018.

.....J
(Madan B. Lokur)

.....J
(Deepak Gupta)

**New Delhi;
November 30, 2017**



प्रमुख अभियन्ता एवं विभागाध्यक्ष,
लोक निर्माण विभाग, उत्तराखण्ड देहरादून



Office of the Engineer in Chief, PWD, Dehradun Uttarakhand

Phone&Fax:-0135-253154/2531072

E-Mail-eicpwduk@nic.in

Website-http://www.pwd.uk.gov.in

पत्रांक:- 66 /76याता0 (क)-उ0/2018

दिनांक: 12 जनवरी, 2018

कार्यालय ज्ञाप

उत्तराखण्ड राज्य में मार्ग एवं सेतुओं के रोड़ सेफ्टी आडिट हेतु निम्नलिखित फर्म/कन्सलटैन्ट को नियमित Empanelled किया जाता है।

Sl. No	Name of the Firm	Address	Contact Details
1	Craphts consultants (I),	H.O.: 14/3, Mathura Road Faridabad, Haryana (India)	Tel:0129-2278813, 4276700
2	Shweta Technophile Consultants Pvt.Ltd.	222, 223, 313, 2nd&3rd Floor, Rajhans Plaza, Opp. Aditya Mega Mall, Ahinsa Khand I, Indirapuram, Ghaziabad – 201014	Tel:0120-4153576, 4253964 Email: shwetatechnophile@gmail.com
3	Feedback Infra Private Limited	15th Floor, Tower 9B, DLF Cyber City, Phase III, Gurgaon – 122002 India	Tel:+91-124- 4169100 Fax: 4169155 Email: inquiries@feedbackinfra.com
4	Koranne Consultants Pvt. Ltd.	27/S, Bharat Nagar, Amravati Road Nagpur – 440001	Tel: 09422508544
5	Almondz Global Infra Consultant Ltd.	F-33/3, Okhla Industrial Area, Phase – II, New Delhi – 110020	Tel: 011-43500700 Fax: 011-43500735
6	Credible Mannagement & Consultants Pvt. Ltd.	177,Block – R Greater Kailash – 1, New Delhi – 110048	Tel: 011-46702241/42
7	TruBuild Infra Solutions Pvt. Ltd.Noida	203, 3rd Floor, JS Arcade, Sector – 18, Noida	Tel:+91-9650710002, 8285751001 Email: abhinav@trubuild.org
8	PNG Planning & Structural Consultants Pvt. Ltd.	Flat No. D-128, Sangam Appartments, Sector – 9, Rohini, New Delhi- 110085	Tel: 011-27865401 Fax: pngbanaras@yahoo.com
9	Technical Consultancy Serviccess	14-C, Arawali Enclave, GMS Road,Dehradun-248001 (U.K.)	Tel: 0135-2720017, 2107754 Fax: 0135- 2720018

उपरोक्त के अतिरिक्त निम्नलिखित फर्म/कन्सलटैन्ट को उत्तराखण्ड राज्य में मार्ग एवं सेतुओं के रोड़ सेफ्टी आडिट हेतु Provisional Empanelled इस प्रतिबन्ध के साथ किया जाता है कि रोड़ सेफ्टी आडिट की निविदा में प्रतिभाग करने से पूर्व 15 दिन का Road safety certification course फर्म के Key Personnel के किसी member द्वारा पूर्ण कर लिया गया हो।

Sl. No	Name of the Firm	Address	Contact Details
1	S.M. Consultants	Plot No.130,SM Tower, Manchewar Industrial / Estate, Rasulgarh, Bhubaneswar-751010, Odisha	Tel: 0674-2580682-85, Fax: 2580686 Email: support@smcindia.com
2	BLG Construction Services (P) Ltd.	House, Cyb4, Cyber Park, Basni Heavy Industrial Area, Near Jodhpur Dairy, Jodhpur – 03 (Raj.) india	Tel:+91-291-2742107, 2742622 Email: info@blgindia.com

उक्त के अतिरिक्त भारतीय राष्ट्रीय राजमार्ग प्राधिकरण के कार्यालय ज्ञाप-NHAI/RSC/2012/embanelment/102582, दिनांक 10.7.2017 द्वारा Approved Regular Empanelled Safety consultant की सूची के अनुसार निम्नलिखित consultant को भी उत्तराखण्ड राज्य के मार्ग एवं सेतुओं के Road safety Audit हेतु नियमित Empanelled किया जाता है।

S.No.	Name of the Firm	Address	Contact Details
1	M/s Info Trans Engineers Pvt. Ltd.	White Diamond Behind Landmark/Westside Bldg. B S Maqtha, Begumpet, Hyderabad - 500016	Tel: +91-40-2339-9551 / +91-40-2339-9908 Email: info@infotrans.in
2	M/s Chaitanya Projects Consultancy Pvt. Ltd.	R.K. Tower, Sector-4, Vaishali Ghaziabad.	
3	M/s Design Aid	-	-
4	M/s Rites Ltd.	RITES BHAWAN NO. 1, SECTOR-29, GURGAON-122001	Tel: 0124-2571666. FAX : 0124-2571660 Email : info@rites.com

शर्तः- Empanelled Consultants अपनी प्रस्तावित 3 Key personnel की टीम के साथ उत्तराखण्ड राज्य लोक निर्माण विभाग के मार्गों हेतु किसी एक परियोजना के Road Safety Consultancy की निविदा में भाग ले सकेंगे।

Empanelled Consultants एक बार में 3 Key personnel की टीम के साथ केवल एक Road Safety Audit के Project में प्रतिभाग कर सकेगा। दूसरे Projects के लिये 3 Key personnel की अतिरिक्त टीम लगानी होगी।

(एच०के०उप्रेती)

प्रमुख अभियन्ता एवं विभागाध्यक्ष

प्रतिलिपि: निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- 1- निजी सचिव, मुख्य सचिव, मुख्य सचिव महोदय को संज्ञानार्थ प्रेषित।
- 2- अपर मुख्य सचिव, लो०नि०वि०, उत्तराखण्ड शासन।
- 3- प्रमुख सचिव/सचिव परिवहन आयुक्त, परिवहन विभाग, उत्तराखण्ड शासन।
- 4- प्रमुख अभियन्ता एवं विभागाध्यक्ष, लो०नि०वि०, उत्तराखण्ड देहरादून।
- 5- समस्त क्षेत्रीय मुख्य अभियन्ता, राष्ट्रीय राजमार्ग/लो०नि०वि०/विश्व बैंक/PMGSY/ADB USRIP/ADB, UEAP।
- 6- श्री आर०सी०अग्रवाल, नोडल अधिकारी (रोड सेफ्टी)/अधीक्षण अभियन्ता, 9वां वृत्त, लो०नि०वि०, देहरादून।
- 7- समस्त कन्सलटैन्ट्स को सूचनार्थ।
- 8- आई०टी० सैल, कार्यालय प्रमुख अभियन्ता एवं विभागाध्यक्ष, लो०नि०वि०, उत्तराखण्ड देहरादून को pwd.uk.gov.in की Road Safety Gallery में Upload करने हेतु।

प्रमुख अभियन्ता एवं विभागाध्यक्ष