

**Terms of Reference (ToR) for**  
**"ACTION PLAN FOR ROAD SAFETY IN PUNJAB"**

**The Lead Agency,**  
**Punjab State Road Safety Council (PSRSC)**

Department of Transport  
Government of Punja

The Lead Agency on Road Safety in Punjab, the Punjab State Road Safety Council (PSRSC), Department of Transport, Government of Punjab is seeking qualified and experienced organizations / institutions in the area of road safety to devise “ **Action Plan for Traffic Management and Road Safety in Punjab**” and also to conduct “**Awareness and Capacity Building of the Stakeholders of the road safety and traffic management on National Highways, State Highways and other Major District Roads in Punjab**”.

The Lead Agency hereby has invited Expression of Interest (EOI) through advertisement dated 26.05.2022 from reputed organizations or expert institutions having adequate experience for undertaking various road safety and traffic management works in the State of Punjab.

## **1.0. Terms of Reference**

### **1.1 Objective.**

The broad objective is to provide technical assistance to the Lead Agency and Government of Punjab specifically in terms of devising an action plan for traffic management and road safety in Punjab, and also to conduct awareness and capacity building of the stakeholders of traffic management and road safety on National Highways, State Highways and other Major District Roads.

### **1.2 Scope of Work**

The Empanelled Organizations/Institutions is expected to guide and support the Lead Agency on Road Safety, Punjab, Traffic Police and Transport Department, Government of Punjab to perform the following tasks and deliver outputs, which are best suited to deliver outcomes for improved road safety management and road safety in Punjab:

- I. To develop material on road safety awareness such as posters, pamphlets, skits, video/audio content, etc.
- II. To conduct road safety education and awareness campaigns in association with District Road Safety Committees in the State.
- III. Development of information, education and communication material to conduct road users’ behavior and surveys.
- IV. To assist traffic enforcement, engineering and other concerned agencies to conduct road crash investigation as per approved SOP by the Centre/State under Motor Vehicle Act Section 135.
- V. To conduct *Road Safety Audit* as per IRC Guidelines on State Highways, Major District Roads and National Highways etc.
- VI. Identification and review of accidental Black Spots in Punjab.
- VII. Assistance to Lead Agency to analyze various road accident/traffic data or other available data and preparation of reports.

- VIII. Any other similar work assigned by the Lead Agency or Punjab Government relating to traffic management and road safety in Punjab.

## **2.0. Expression of Interest**

Lead Agency on Road Safety, Punjab invites Expression of Interest for empanelment from the interested organizations, institutes, universities, colleges, NGOs, registered societies etc. for assisting the Lead Agency on various traffic management and Road Safety Works. The organization must be a registered company/Institute/ NGO/ Society with any State Government or Government of India.

### **2.1 It is essential that:**

- (i) The organization should not have been debarred or blacklisted in any earlier projects by Government of Punjab.
- (ii) The organization should have worked in the road safety and or willing to undertake road safety and traffic management work in the State.
- (iii) The organization should have sufficient financial capability and also manpower to undertake the works entrusted by the Lead Agency.

### **2.2 It is Desirable that:**

The interested organizations/societies/institutions/universities/colleges/ NGOs may have the following expertise:

- (i) Experience in designing, developing and executing proactive strategies and campaigns raising awareness in target community groups.
- (ii) Experience in conducting road safety audits/identification of Black spots/ preparation of mobility plans and other allied fields.
- (iii) Experience in management of similar projects at State, District and sub-district Level with multiple stakeholders /departments.
- (iv) Experience in implementing similar kind of projects in any other field supported by adequate professionals and sufficient net worth to undertake works assigned to them.

## **3.0. Deliverables and Time Duration (Tentative):**

The selected organizations/Institutions shall abide by the following:

- I. Submit Day-Month wise Work Schedule (Within a Month of Signing of the Contract)

- II. Soft and Hard Copies of all the Content developed for the project without any copyright issues.
- III. The duration of the project would be 60 months
- IV. The contract of the empanelled organizations/institutions will be managed by the Lead Agency on Road Safety, Punjab.

### **3.1. Accommodation and Operational Support Resources**

The empanelled organizations/institutions shall be required to ensure the necessary operating resources, supplies etc. for their team's requirements during the performance of the services. The empanelled organizations/institutions who are preparing a proposal for these services are therefore advised to make appropriate funding allocations in the financial part of their proposals for 'office facilities / resources / supplies/ consumables' costs and for possible accommodation, logistic, rental costs.

**3.3. Area of Implementation:** State of Punjab.

### **4.0. Procedure, Terms and Conditions**

- 4.1** It is the responsibility of the Empanelled Organizations/Institutions to ensure that the proposals are uploaded/e-mailed in time or before the prescribed date & time for submission.
- 4.2** To facilitate evaluation of EOI, the Lead Agency may, at its sole discretion, seek clarifications from any applicant. Such clarification(s) in case shall be provided within the time specified by the Lead Agency for this purpose. Any request for clarification(s) thereto shall be in writing. If a team does not provide clarifications sought above within the specified time, its application shall be liable to be rejected.
- 4.3** The Lead Agency reserves the right to accept the whole, or part of or reject any or all proposals without assigning any reasons and to select the Organizations/Institutions which, in the sole opinion, best meets the interest of the Lead Agency.
- 4.4** Notwithstanding anything contained in this EOI, the LEAD AGENCY reserves the right to accept or reject any application and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

### **5.0 The Lead Agency reserves the right to reject any application if:**

- 1) At any time, a material misrepresentation is made or uncovered; or,
- 2) The organizations/ Institutions do not provide, within the time specified by the Lead Agency, the supplemental information sought by the department for evaluation of the proposals.

- 3) The Lead Agency also reserves the right to negotiate with the organizations/ Institutions in the interest of the Government.
- 4) The Lead Agency reserves the right not to assign work to agency resorting to unethical practices or on whom investigation/ enquiry proceedings have been initiated by Government investigating Agency/Vigilance Cell.
- 5) All information contained in the EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the organizations/ Institutions with any other organizations/Agency.
- 6) All creative- physical assets /data as well as digital data will be property of the Lead Agency and its Intellectual Property Rights (IPR) will vest with it.

## **6.0 Amendments**

At any time before the submission of proposal, the Lead Agency may amend the EOI by issuing an addendum/ corrigendum in writing or by announcing it through the website. The addendum/ corrigendum shall be binding on the organizations/institutions. To give Organizations/Institutions reasonable time in which to take an amendment into account in their proposals, the Lead Agency may, if the amendment is substantial, extend the deadline for the submission of proposal.

## **7.0 Conflict of Interest**

**7.1** The organizations/ Institutions are required to provide professional, objective and impartial advice and at all times hold the departments' interest paramount, strictly avoid conflicts with other assignment/ jobs or their own corporate interest and act without any consideration for future work.

**7.2** Without limitation on the generality of the foregoing, Organizations/Institutions and any of their affiliates shall be considered to have a conflict of interest under any of the circumstances set forth below:

- 1. Conflicting Activities:** The organizations/ Institutions or their affiliates, selected for an assignment/ job shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.
- 2. Conflicting Assignment/ job:** The organizations/ Institutions (including their affiliates) shall not be hired for any assignment/ job that, by nature, may be in conflict with the assignment/ job of the Agency to be executed or for another employer.
- 3. Conflicting Relationships:** The organizations/ Institutions that have a business or family relationship with a member of the Lead Agency or PSRSC or

Government of Punjab staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract.

4. The organizations/ Institutions have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Lead Agency or that may reasonably be perceived as having this effect. Any such disclosure shall be made to the Lead Agency immediately. If they fail to do the same and if the Lead Agency comes to know about any such situation at any time, it may lead to the disqualification of the organizations/ Institutions during the application process or the termination of its contract during execution of the assignment.

#### **8.0. Applicable Law and Jurisdiction**

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Courts in Chandigarh.

#### **9.0. Failure & Termination Clause**

Time and date of delivery and period of execution shall be essence of the contract. If the organizations/ Institutions fail to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the Lead Agency may without prejudice to any other right or remedy available to the agency recover damages for breach of the contract as under: -

- i. Cancel the contract or a portion thereof by serving prior notice of one month to the organizations/ Institutions.
- ii. The LEAD AGENCY may take a decision to cancel the contract with immediate effect and / or debar / blacklist the organizations/ Institutions from applying prospectively for a period of 3 years or as decided by it or take any other action as deemed necessary.

#### **10.0 Agency Code of Conduct and Business Ethics**

##### **10.1 Bribery and Corruption:**

The organizations/ Institutions are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

##### **10.2 Integrity, indemnity & limitation:**

The organizations/ Institutions shall maintain high degree of integrity during the

course of its dealings with business/contractual relationship with the Lead Agency. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable *ab initio* at the sole opinion of the competent authority of the department. For avoidance of doubts, no rights shall accrue to the organizations/ Institutions in relation to such business/contract and the department or any entity thereof shall not have or incur any obligation in respect thereof. The organizations/ Institutions shall indemnify the Lead Agency in respect of any loss or damage suffered on account of such fraud, misrepresentation or suspension of material facts. The organizations/ Institutions will be solely responsible for the omission and commission of the employees deployed by them without prejudice to any rights and remedies available under law and this ToR, the Lead Agency reserves right take recourse to adequate legal action including debarring/blacklisting the organization/institution in case fraud or misrepresentation or suppression of material facts at any stage for at least three years.

### **11.0 Confidentiality**

The organizations/ Institutions shall maintain utmost confidentiality of information supplied, method of operation, procedures etc. and will treat such information with the same degree of care as the contractor treats its own most confidential information.

### **12.0 Other Terms and Conditions**

- 12.1** The successful organizations/ Institutions will be required to engage an expert along with an experienced team leader and other team members.
- 12.2** The Lead Agency reserves the right to verify all statements, information, and documents, submitted with the Applicant in response to the EOI. Failure of the Lead Agency to undertake such verification shall not relieve the organizations/institutions of their obligations or liabilities hereunder nor will it affect any rights of the department there under.
- 12.3** In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LOA) that one or more of the eligibility conditions have not been met by the organizations/institutions or the team has made material misrepresentation or has given any materially incorrect or false information, the organizations/institutions shall be disqualified forthwith if not yet appointed.
- 12.4** All responsive proposals, shortlisted on the basis of their proposals, would be requested to make a detailed presentation regarding their qualifications, experience and the proposed Concept and Plan before the Evaluation cum Selection Committee.

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