

Research Designs & Standards Organisation

Manak Nagar, Lucknow-226011

Ministry of Railways

Government of India

Global bid invitation notice no. TMM/2018/01

REQUEST FOR PROPOSAL

(Revised REQUEST FOR PROPOSAL)

(As per Corrigendum No. 05 Dated 14.12.2018)

For

**“Consultancy for setting up
Dedicated Test Track for Indian
Railways”**

DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of RDSO or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by RDSO to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers and to assist in the formulation of their Proposals pursuant to this RFP.

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

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

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

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

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

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

GLOSSARY

BOQ	Bill of Quantity
CV	Curriculum Vitae
FA	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee
IR	Indian Railways
LOA	Letter of Award
MOR	Ministry of Railways
PDD	Proposal Due Date
RDSO	Research Design and Standards Organisation
RFP	Request for Proposal
TOR	Terms of Reference as in Schedule-I
US\$	United States Dollar
Website	www.rdso.indianrailways.gov.in

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

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SECTION - 1

INTRODUCTION :

AND NOTICE FOR INVITATION OF “REQUEST FOR PROPOSAL”

1.0 INTRODUCTION

1.1 BACKGROUND

Indian Railways (IR) is the dominant carrier of long distance passengers in India. With a network spanning about 65,000 route kilometers and carrying more than 5 billion passengers and about 1 billion tone freight, IR is the largest carrier of passengers in the world. India is experiencing rapid economic growth in the recent years. In line with the overall economic growth in the country during the recent past, IR has also witnessed a decent growth in its passenger and freight business. To cope with the growth, Indian railway needs to devise innovative technical solutions.

1.2 TEST TRACK FOR INDIAN RAILWAYS

Research Designs & Standards Organization, under the Ministry of Railways is the sole research organization fulfilling the technological needs of Indian Railways. At present all new Indian Railway rolling stocks such as Locomotives, Wagons, Coaches, Track fittings and their components are first tried & tested on commercial railway tracks only (Running Railway lines). There is no dedicated railway test track available in India, which is earmarked for testing of rolling stocks and other kinds of testing, whereas test tracks have been instrumental in enormous advancements in Railways Technologies in countries like USA, Germany, Australia, China etc.

Actual prototype testing of all new innovations & developments of Railway technology demands, a number of safety permissions & protocols to be followed rigorously during the testing. Railways conduct number of tests which ensures safety of passengers such as Coupler force trials, Oscillation trials, Emergency braking distance trials etc. which are necessary for safety of passengers and safe running of goods trains also.

To take Indian Railways also on to the fast track of the advancement, RDSO has now decided to construct its own dedicated railway test track. Using this dedicated test track it shall be possible to undertake numerous test and trials of new rolling stocks and its components, new railway track technologies & technologies related to Railway bridges and geotechnical field. It would be possible to undertake railway related research projects and devise better & innovative solutions of infrastructural bottlenecks on IR networks.

1.3 CONSULTANCY FOR TEST TRACK

Indian Railways (IR) has decided for switching over to International standards of testing and approval of railway vehicles like UIC-518/EN-14363/EN-12299. For this purpose a separate tender is under finalization to establish test protocols, data collection and analysis etc. for switching over. IR is under process of construction of a test track for a length of approximately 25 kms, on existing abandoned MG alignment between Gudha-Thathana Mithri Stations in Phulera – Makrana section of Jodhpur Division of North Western Railway of Indian Railways for testing of rolling stocks etc. In order to develop and design extension of under construction Test Track and associated testing procedures and facilities required for switching over to international standards, it has been decided to engage an experienced consultant, for getting consultancy on this subject.

Notice for Invitation of
REQUEST FOR PROPOSAL

Global bid invitation notice no. TM/2018/01

(As per Corrigendum No.-05 Dated 14.12.2018)

No. TM/GL/60/Consultancy

Date 09.08.2018

Project Name: “Consultancy for setting up Dedicated Test Track for Indian Railway”

Estimated Cost: Rs.86838003/- (Rupees Eight Crore sixty eight Lakh thirty eight Thousand three only)

RDSO, Ministry of Railway, Lucknow (UP)

1. RDSO, Ministry of Railway, Government of India (hereinafter called “**Client**”) intends to construct a test track for Indian Railways.
2. The Client now invites **Request For Proposals (RFP) for and on behalf of President of India**, on two packet system with pre proposal conference, for engaging a Consultant or firm (hereinafter called “**Consultant**”) to provide Consultancy Services for Design of TEST TRACK and various schemes for various tests to monitor behaviors of various track and rolling stock components, carrying out bridges / structural/geo-technical studies and testing under controlled conditions and associated facilities. More details of services required have been given in the Terms of Reference (TOR) in this RFP document. Interested Consultants are requested to submit their proposal as per this RFP document.
3. **DUE DILIGENCE BY APPLICANTS:** Applicants are encouraged to satisfy themselves fully about assignment and local conditions before submitting Proposal, including, by sending written queries to RDSO/IR, if any.
4. **ELIGIBILITY:**
Work experience:
 - (a) The bidder should have owned or operated a test track of a minimum length of 15 Kms for a minimum period of 05 years continuously after 01.01.2000.
OR
 - (b) The bidder should have satisfactorily completed in past upto date of tender opening, one similar single service contract for a minimum of 35% of advertised value of the bid. Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid. Similar service contract refers to those consultants who have provided consultancy for design/construction/operation of test track.

In case of consortium/ partnership or joint venture, lead partner shall be the firm having the technical knowhow which may be an Indian/Foreign firm.

Test track for the above purpose is defined as track dedicated exclusively for testing and trial of different rolling stocks for its dynamic behaviour, braking distance, etc at different speeds and trial /testing of track infrastructure, and having a minimum length of 15 kms. Length of 15 Kms includes mainline track, loops and other associated track used for testing facilities.

The bidder shall enclose the documentary proof along with his offer regarding compliance of above work experience criteria. Work experience certificate from

private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs.500 crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorisation by the Management for issuing such credentials shall only be entertained.

Notes: The bidder shall also submit details of work executed by them in the prescribed format along with bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract (Form-5, 6,7 & 8 of Appendix-I) .

Financial Standing: The Bidders will be qualified only if they have minimum financial capabilities as below

(i) **T1-Financial Turnover:** The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.

(ii) **T-2 Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank of India or any reputed foreign banks operative in India with due permission of Reserve Bank of India may be accepted and it should not be more than 3 months old as on date of submission of bids.

In case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

Quality and Cost Based Selection (QCBS) Criteria

Weightage will be assigned to various technical qualifications of prospective bidder as per following table

SN	Criteria	Points To be Assigned
1.	Number of Test Track of minimum length of 15 Km owned/operated for a minimum period of five years continuously after 01.01.2000	>1 nos 30
	AND/OR	= 1 no. 25

	Number of Consultancy services provided for design of test track for minimum length of 15 Km for oscillation trials of rolling stock as per UIC 518/EN-14363/EN-12299.		
2.	Whether oscillation trials were conducted on designed (as consultant)/ operated test track conforming to UIC 518/EN-14363/EN-12299 in last 10 years	Yes	10
		No	0
3.	Provision of Accelerated Service Testing for various track, wagon, signal and traction components in test track designed/ operated (2.5 Marks each for provision of Accelerated Service Testing for track, wagon, signal and traction components individually).	Yes	10
		No	0
4.	Maximum Speed of Freight Train/wagons for which trials have been planned/conducted on the designed/ operated test track.	Speed of trial \geq 100 kmph	10
		Speed of trial \geq 80 but $<$ 100 kmph	5
5.	Maximum Testing speed of coaching train on the test track designed/ operated.	\geq 200 kmph	15
		\geq 160 and $<$ 200 kmph	10
6.	Length of Test Track designed/ operated.	\geq 30 km	25
		\geq 15 and $<$ 30 km	20
Total of maximum points that could be given.			100
<p>Note: 1. Any firm would be considered as qualifying only if minimum 60 points are obtained. 2. Length of Test Track shall be inclusive of all track length of mainline, loops/sidings and other associated track used for testing facilities. 3. Consultancy provided by bidder for construction/designing of Test Track owned/ operated by bidder himself shall not be treated as additional consultancy for marking against Item No.1.</p>			

Financial offer of the bidders who qualify technical criteria as defined above will only be considered for finalization of this consultancy work.

Lowest financial offer of technically qualifying bidder shall be given 100 points and other financially higher, technically qualified bidders will be assigned lower points on pro-rata basis.

For selection of consultant, technical and financial criteria shall be considered in ratio 70:30.

5. **AVAILABILITY AND COST OF RFP DOCUMENT:** The cost of RFP document for the Consultancy herein is Rs. 10,000 (Indian Rupees ten thousand only) or US \$ 150 (one hundred and fifty US Dollar). RFP Document is available on www.rdso.indianrailways.gov.in RFP document may be downloaded from website. Cost of the RFP document is to be submitted while submitting the offer.

The tenderer may deposit the financial instrument towards the cost of Tender Documents through an Indian Bank or directly by using bank transfer through SWIFT. The account details for direct bank transfer are as furnished below:

Name of Bank: SBI, Govt Business Branch, Lucknow

Account Number: 31168914559

IFSC Code: SBIN0007806

Branch Code: 7806

SWIFT Code: SBINNBB157

6. **VALIDITY OF THE PROPOSAL:** The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD").
7. Bid Guarantee or EMD will be Rs.584190.00 (Indian Rupees five lakh eighty four thousand one hundred ninety only) or US \$ 8510 only (US \$ eight thousand five hundred ten only).
8. A consultant will be selected for this work through international competitive bidding process in accordance with the procedure set out herein in this RFP.
9. For the purpose of evaluation of financial bids (i.e. for assigning value to eligible assignment etc) conversion rate of currency on the opening date for technical bid, as indicated in clause stipulated in Data Sheet as notified by State Bank of India shall be considered. Payments shall be made in INR to Indian firms or, in case of foreign firms, through Letter of Credit (LC) in the quoted currency. In case of payment through LC, all charges including the confirmation charges of LC, levied by foreign banks shall be borne by the applicant.
10. Scheduled dates for this work are as under:

S.N.	Event Description	Estimated Date
1	Publishing of tender on www.rdso.indianrailways.gov.in .	09.08.2018
2	Last date and time for submitting offers.	28.01.2019 (13.00 hrs)
3	Last date of receiving queries/clarifications	31.12.2018
5	RDSO/IR response to queries	07.01.2019
6	Proposed Due Date (PDD) of opening of technical bid	28.01.2019 (15.30 hrs)

- In case opening date/day falls on a gazette holiday or subsequently declared as such a holiday, then the tender will be opened on next working day at scheduled hour.

11. **Submission of Tender:**

- 11.1 The offers can be submitted after 21.01.2019 (09.00 hrs) and upto 28.01.2019 (13.00 hrs) in the Tender Box or through registered post.
- 11.2 The tender shall be addressed to Executive Director Track Machine and Monitoring Directorate, R.D.S.O., Manak Nagar, Lucknow-226011, in a sealed cover & marked "Offer for Consultancy for Setting up Dedicated Test Track for Indian Railways Tender No. TMM/2018/01".
- 11.3 Tenders sent by registered post shall be with acknowledgement due. The RDSO administration does not take any responsibility on account of delay, loss or non delivery of the tender documents sent by post.
- 11.4 Tender can also be dropped in the Tender Box painted in Red Colour and written "Civil Engg. Dte." located in RPF post, near Town Engineer office, RDSO, Manak Nagar, Lucknow-226011. The tender box will be sealed at 13.00 hrs. on 28.01.2019. The

- tender will be opened on 15.30 hrs. at the location mentioned above on 28.01.2019. The tenderer(s) or their authorized representatives may choose to witness the opening of tender on 28.01.2019 at the same place.
- 11.5 The Tenderer shall state in the tender his postal address, fully and clearly. Any communication sent in time to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time. Important documents will be sent by Registered post. Scanned copies of important documents in PDF format may also be sent through Email for advance information. For this purpose, the tenderer must also provide official email ID.
- 11.6 The tenders complete in all respects may also reach Executive Director Track Machine and Monitoring Directorate, RDSO, Lucknow up to 13.00 hrs. on 28.01.2019. Tenders received after this time & date are liable to be rejected.
12. **Communications**: Any other communication should be addressed to:

Executive Director/TMM
RDSO, Manak Nagar
Lucknow (UP) -226011 (India)
Phone and Fax: +91-522-2450294
Email: edtmrdso@gmail.com

Subject of any other communication in this regard shall be

“QUERIES FOR Consultancy for setting up Dedicated Test Track for Indian Railway”

13. The RFP includes the following documents:
- | | |
|-------------|----------------------------------|
| Section 1: | Notice of Invitation of RFP |
| Section 2: | Information to Consultants |
| Section 3: | Terms of Reference |
| Section 4: | Standard Forms of Agreements |
| Section 5: | Standard Forms of Proposal |
| Section 5A: | Appendix-I : Technical Proposal |
| Section 5B: | Appendix-II : Financial Proposal |

(Shrish Chandra Srivastava)
Executive Director/TM
For and on behalf of President of Union of India

Section -2

Information to **Consultants**

1.0 INTRODUCTION

- 1.1 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be basis for contract negotiations and ultimately for a signed contract with selected Consultants. **Only those consultants are eligible who qualify item 4 of Notice for Invitation of Request for Proposal.**
- 1.2 The Assignment shall be implemented in accordance with phasing indicated in the agreement. When the Assignment includes several phases, performance of the contract under each phase must be to the client's satisfaction before work begins on the next phase.
- 1.3 The Consultants must familiarize themselves with local conditions and take them into account in preparing proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting proposal and to attend a pre-proposal conference. Attending the pre-proposal conference is optional. It is better to attend the pre-proposal conference as it will clear all aspects of the proposal. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.5 **Conflict of Interest:** Client requires that consultant provide professional, objective and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.6 Without limitations on the generality of this rule, consultants shall not be hired if a constituent of such Applicant is also a constituent of another Applicant; or
- 1.7 Consultants or any of their affiliates shall not be hired for any assignment, which by its nature, may be in conflict with other assignment of the consultants.
- 1.8 The consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet. However, it will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.9 It is the Client's policy to require that consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "Corrupt practice" means the offerings, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;

- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- (iii) The client will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt and fraudulent activities in competing for the contract in question;
- (iv) The client will cancel the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Borrower or of a beneficiary of the loan during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank, to remedy the situation;
- (v) The client will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a consultancy contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract;

1.10 Consultants shall furnish information as described in the financial proposal submission form on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and to execute the work if the firm is awarded the contract.

1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

1.12 Number of proposals

An Applicant firm is eligible to submit only one Application for the Consultancy. An Applicant firm applying individually or jointly with another firm shall not be entitled to submit another application either individually or as a member of any firm, as the case may be. Non-compliance of this requirement will render both the offers non-responsive for consideration.

1.13 Cost of Proposal

The Applicant shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. RDSO will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.0 CLARIFICATION AND AMENDMENT TO RFP DOCUMENTS

2.1 Consultants may request a clarification of any of RFP documents up to the number of days indicated in the Data Sheet. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address indicated in the Data Sheet. The envelopes shall clearly bear the following identification: "**Queries/Request for Additional Information concerning RFP**".

2.2 The Client will endeavour to respond the queries not later than 21 days before PDD by paper mail or electronic mail to such requests and will send copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

- 2.3 However, Client reserves the right not to respond to any question or provide any clarifications in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the client to respond to any question or to provide any clarification.
- 2.4 At any time before the submission of Proposal, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda will be published on same site. In addition, any such addenda issued after pre-proposal conference shall also be emailed to all the participants of the pre-proposal conference.
- 2.5 The Client, in order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, may at its discretion extend the deadline for the submission of Proposal.

3.0 PREPARATION OF PROPOSAL

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

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

The proposal must be properly signed as detailed below:

- (i) by the proprietor, in case of a proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of partnership firm;
- (iii) by a duly authorised person of the Lead Member (or “Authorised Representative”) of JV/Consortium holding the Power of Attorney.
- (iv) duly authorised person by competent authority in case of any other institution/entity of the tenderer.

Authority in favour of person signing the tender offer on behalf of the tenderer should also be submitted along with the tender. Following details should also be submitted along with the offer:

- (i) Details of registration in case of proprietary firm.
- (ii) Details of registration and certified copy of partnership deed, in case of partnership firm.
- (iii) Copy of MOU and other details as per Para 2.4.1.6 & 2.4.1.11 of General Condition of Contracts for Services of Ministry of Railways, Govt. of India, in case of JV/Consortium.
- (iv) Details of organisations in case of bidder being any other institution/entity.

Applicants should note the Proposed Due Date, as specified in Data Sheet, for uploading of Proposals. Applicants are reminded that no supplementary material will be entertained by RDSO, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified

in Data Sheet. Applicants will normally not be asked to provide additional material information or documents subsequent to the date of submission, and such unsolicited material if submitted will be summarily rejected.

TECHNICAL PROPOSAL

- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a partnership deed/ joint venture.
 - (ii) It is desirable that the majority of the key professional staff proposed, have an extended and stable working relation with it.
 - (iii) Proposed key professional staff should have adequate experience, preferably under conditions similar to those prevailing in the country of Assignment.
 - (iv) Reports to be issued by the consultant as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of English.
- 3.4 The Technical proposal should provide the following information using the attached Standard Forms (Section -5A-Appendix-I):
- (i) A brief description of the firm's organization and information on whether the firm is/was an owner or operator of the Test track or is participating as a firm having partnership deed/joint venture etc. with such owners and operators. It should also give such own outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, list of services, and facilities to be provided by the Client.
 - (iii) The list of key personnel and staff team grouped by speciality, the tasks that would be assigned to each staff team member, and their timing.
 - (iv) CVs signed recently by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm / entity and degree of responsibility held in various assignments during the last ten (10) years.
 - (v) Estimates of the total staff efforts (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.
 - (vi) A detailed description of the proposed methodology for transfer of knowledge and proposed training of engineers and officials from RDSO/IR.

- (vii) Any additional information requested in the Data Sheet.
 - (viii) Any additional information applicant wants to give about his offer.
- 3.5 The Technical Proposal shall not include any financial information. The offer shall be treated as invalid if technical proposal contains any information on financial offer.

FINANCIAL PROPOSAL

- 3.6 In preparing the Financial Proposal, applicants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 5B – Appendix-II).
- 3.7 The Financial Proposal should also clearly estimate, as a separate amount, the local and foreign taxes, duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel. **The amount quoted for the work shall include all taxes, levies etc complete and nothing extra shall be paid on these accounts.**
- 3.8 Consultants should express the price of their services in Indian Rupees (INR) or any other foreign currency. However the consultants shall state the portion of their price representing local cost in the Indian National Currency only.

4.0 SUBMISSION/UPLOADING AND OPENING OF PROPOSALS

- 4.1 An authorized representative of the firm must initial all pages of the proposal. The representative's authorization shall be confirmed by a written power of attorney accompanying the Proposal as per form in Appendix-I.
- 4.2 The technical proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" and the financial proposal shall also be placed in a separate sealed envelope clearly marked "Financial Proposal" and with warning "DO NOT OPEN WITH TECHNICAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the submission address and clearly marked "DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE".
- 4.3 While submitting the offer it must be ensured that all the relevant documents required for evaluation of technical eligibility must be submitted in the technical bid section only and no financial disclosures are made in this section. In the Financial bid section, only the financial rates of the offer must be quoted.
- 4.4 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the data sheet. Any proposal received after the closing time for submission of the proposals shall be returned unopened.
- 4.5 After the deadline for submission of proposals, only the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain unopened and confidential until it is required to be opened on a due date and time, after technical evaluation of all the valid submitted proposals have been done.
- 4.6 The Data Sheet indicates how long the proposal must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete the evaluation within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4.7 The tenderer should ensure that check list provided as Form-14 of appendix-I have been duly filled up. It may be noted that if the details concerning any item of above check list has not been properly indicated in above form, it will be treated that the same has not been submitted by the tenderer and his offer will be considered/decided accordingly.

4.8 **EARNEST MONEY**

a. The Applicant shall furnish as part of its Proposal, a bid security of Rs.584190.00 (Indian Rupees five lakh eighty four thousand one hundred ninety only) or US \$ 8510 (US \$ eight thousand five hundred ten only).

b. The bidder is required to deposit Earnest Money electronically and cost of tender document at the time of submitting the offer with the tender for the due performance with the stipulation to keep the offer open for a period of 180 days from the date of opening of tender as mentioned in the tender notice. Bids that are not submitted with the Earnest Money shall be summarily rejected.

c. The tenderers may deposit the financial instrument towards the cost of Tender Documents and the EMD amount through an Indian Bank or directly by using bank transfer through SWIFT. The account details for direct bank transfer are as furnished below:

Name of Bank: SBI, Govt Business Branch, Lucknow

Account Number: 31168914559

IFSC Code: SBIN0007806

Branch Code: 7806

SWIFT Code: SBINNBB157

In case the deposit is made through bank transfer for EMD, the return of EMD will be made by Indian Railways through the same mode for which Tenderers must furnish their Bank Account details.

d. It shall be understood that the that the bid documents have been sold/issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on his part, that after submitting his bid he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to RDSO. Should the bidder fail to observe or comply with the said stipulation, the aforesaid amount of earnest money shall be liable to be forfeited by RDSO.

e. If her bid is accepted, this earnest money will be returned to the successful bidder. After the submission and verification of the performance guarantee as per clause 4.11 of general conditions of contract for services. The earnest money of other bidders shall, save as herein before provided, be returned to them, but RDSO shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

4.9 **PERFORMANCE GUARANTEE (PG)**

a) Performance guarantee at a rate of 10% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a performance guarantee (PG) valuing 10% of the contract value in four separate parts of 2.5% each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of

issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue to LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work. In case 60th day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

- b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 10% of the contract value –
- (a) A deposit of cash or transfer of equivalent amount of PG transferred electronically using SWIFT etc.;
 - (b) Irrevocable Bank Guarantee;
 - (c) Government Securities including State Loan Bonds at 5% below the market value;
 - (d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (f) A Deposit in the Post Office Saving Bank;
 - (g) A Deposit in the National Savings Certificates;
 - (h) Twelve years National Defense Certificate;
 - (i) Ten years Defense Deposits;
 - (j) National Defense Bonds and
 - (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO (free from any encumbrance) may be accepted.

Note- The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- c) The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid upto the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.
- d) The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claims Certificate" from the contractor. In case any contract provides for warranty/

maintenance clause then 25% of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.

- e) Whenever the contract is rescinded, the Performance Guarantees shall be encashed/ forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.
- f) The Manager shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of -
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.
 - (c) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.
- g) The Performance Guarantee (PG) unless forfeited in whole or in part according to the terms and conditions shall be returned to the consultant after successful completion of the assignment. Acceptance of "**final report and executive summary report**" by the client as submitted by the consultant in term of clause 11 of the TOR in this document will be recognized as successful completion of the assignment.
- h) The client may claim/forfeit full amount of PG in the event of:
 - I. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above.
 - II. The contract being determined or rescinded under provision of the agreement.

5.0 PROPOSAL EVALUATION

A) GENERAL

- 5.1 A consultant / firm will be evaluated in accordance with detailed procedures set out herein.
- 5.2 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet along with sending scanned copy of original letter on email id mentioned in address. Any effort by the

firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

- 5.3 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

B) EVALUATION OF TECHNICAL PROPOSALS

- 5.4 The evaluation committee appointed by the Client will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, and applying the evaluation criteria. Each responsive proposal will be evaluated for technical eligibility. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to satisfy technical. In the first stage, the Technical Proposal will be evaluated on the basis of following aspects.

- (i) **Specific experience of the Consultants relevant to the Assignment/job:** The Consultant Evaluation Committee (CEC) will examine the expertise of the applicant in providing the consultancy of test tracks in Railway industry with respect to assignment / job on the following criteria:

Test track owned / being operated by the applicant themselves if participating in individual capacity or any of its partners if participating in partnership deed/ joint venture.

Test Track for the purpose is defined as permanent way track dedicated exclusively for testing and trial of different rolling stocks for its dynamic behavior, braking distance etc. at different speeds and track conditions and having a minimum length of 15 track Km.

- ii) **Suitability for the transfer of knowledge:** The transfer of knowledge is a particularly important component of the Assignment/job. Necessary training for transfer of knowledge to concerning officials of 6 directorates of RDSO shall be done in RDSO. A technical visit/training for 2 nos officials for overall appreciation of consultants' facility shall be done at consultants' facility. (Travelling and staying arrangements of the IR officials shall be borne by IR)

C) OPENING OF FINANCIAL PROPOSALS AND THEIR EVALUATION AND RANKING

- 5.6 After the technical evaluation is completed, the Client shall notify those consultants whose proposals did not meet the eligibility criteria or were considered non-responsive to the RFP and Terms of Reference. The e-tendering system of the ireps.gov.in doesn't allow financial offer of those participants to be read or evaluated who are not found qualifying in the technical bid. The Client shall simultaneously notify the consultants that have been found eligible, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification will be sent by electronic mail.

- 5.7 The Financial Proposal shall be opened publicly in RDSO in presence of the consultants' representatives who choose to attend. The name of the consultant, the relevant detail making the firm technically eligible and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

- 5.8 The evaluation committee will determine whether the Financial Proposals are complete, correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling

rates used, to be provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet.

- 5.9 The lowest Financial Proposal will be selected and invited for negotiations and finalization of the consultancy contract.

6.0 NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and the final Terms of Reference will then be incorporated in the contract. Special attention will be paid to getting the maximum the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the firm's tax liability, in the Client's country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 Having selected the firm, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract.

AWARD OF CONTRACT

- 6.6 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants that they were unsuccessful. The negotiated contract document shall be signed by both the parties after award of contract.
- 6.7 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7.0 CONFIDENTIALITY

- 7.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

8.0 PRE-PROPOSAL CONFERENCE (PRE BID CONFERENCE)

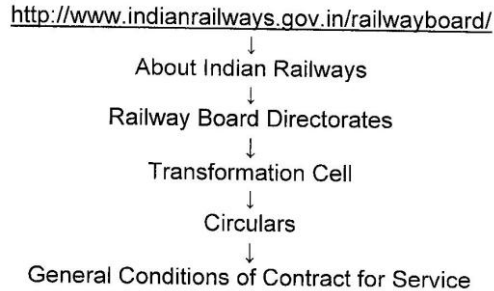
Pre-Proposal Conference of the Applicants has been held on 19.09.2018. Details of items discussed during this conference is being uploaded at www.rdsso.indianrailways.gov.in along with present corrigendum for information of all bidders. It will be presumed that bidders have submitted their offers after taking due cognizance of above. Minutes of Pre-bid Conference as uploaded above is not to be submitted along with bid.

9.0 MISCELLANEOUS

- 9.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 9.2 RDSO/IR, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Applicant in order to receive clarification or further information;
 - (c) Retain any information and/or evidence submitted to RDSO by, on behalf of and/or in relation to any Applicant; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 9.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases RDSO, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 9.4 All documents and other information supplied by RDSO or submitted by an Applicant shall remain or become the property of RDSO. Applicants are to treat all information, as strictly confidential.
- 9.5 RDSO reserves the right to make inquiries with any of the Clients listed by the Applicants in their previous experience record.
- 9.6 Applicants or any of their affiliates shall not be hired for any assignment, which by its nature, may be in conflict with other assignment of the Applicant.
- 9.7 Applicants are advised that RDSO will not respond to any enquiries or enter into communication concerning or relating to Selection Process.

10.0 **SPECIAL CONDITIONS OF CONTRACT**

- 10.1 The contract shall be governed by General Conditions of Contract for Services of Ministry of Railways, Govt. of India. In case of any clash/contradiction of provisions of Special Terms and Conditions of this tender with GCC for services, provisions of Special Terms and Conditions of this tender would prevail. The link for GCC for Services of Ministry of Railways is as under:



- 10.2 Executive Director/Track Machines/ RDSO is the project officer for this project.
- 10.3 The consultant will provide the services of their experienced technical personnel in the relevant field to execute the consultancy work.
- 10.4 The consultant shall get acquaintance with the testing protocols for rolling stocks based on UI-518/ EN-12299 and present testing procedures existing on RDSO/Indian Railways in respect to the tests mentioned in TOR to develop the test procedures, specifications and other facilities so as to suit the present and the future testing requirements of Indian Railways. Use language of TOR.
- 10.5 The consultant will provide the test procedures, specifications, test track master plans, layout and other details for all the mentioned tests as given in the TOR so as to serve their intended purposes as defined in TOR in the same document and for all the operating conditions (i.e. different speed bands and different axle loads) as mentioned in item No.5 of this TOR.
- 10.6 The design of the infrastructural facilities shall be optimized to serve the intended purposes of the project in a most economical manner.
- 10.7 Consultant will provide the detailed test procedures, specifications of equipment, data acquisition systems etc. as mentioned in TOR. The same will be studied in RDSO. The doubts/ issues, if any, shall be informed to consultant within two weeks' time for giving clarification to the satisfaction of RDSO, who shall submit the clarifications within a further period of two weeks.
- 10.8 Test track Layout, Schematic Design and other infrastructural facilities shall be finalized in phases i.e. preliminary plan and final plan documents. After each review plan there will be discussions to understand the rationale behind the planning and to sort out the doubts, if any, so that the same are taken care of in next phase. These review plans shall also be examined by RDSO to see that the facilities required for conducting the tests as per the test procedures are provided for in the plans.
- 10.9 The deliverables in this project are in the form of written material like literature, drawings, plans, specifications etc. in soft copies and hard copies. Equipments, instruments, mathematical models etc in physical nature are not intend to be delivered under this project; as such there will not be any warranty bond for the project.
- 10.10 Soft copies of all the deliverables shall be compatible with Microsoft Office and the drawings shall be on latest version of Auto CAD.
- 10.11 The design and reports submitted by consultant shall be supported by substantive/comprehensive documents on the basis of which the conclusions have been drawn.

- 10.12 The “Consultancy on Dedicated Test Track for Indian Railways” should have the minutest detailing of construction activities of Test Track through which study & experimentation for the future development of technology of various items listed in TOR can be taken up specially related to 25 ton axle load, semi high speed and testing of new materials/concepts.
- 10.13 The consultant shall provide monthly progress reports for all the elemental activities. The review of all the activities shall also be done regularly on monthly basis or at mutually decided frequency and dates.
- 10.14 The consultants’ team leader and key persons are supposed to visit client’s country in connection with the assignment. Other than various mode of communication, audio conferencing, web camera conferencing and video conferencing may also be resorted to if needed. Therefore client envisages that consultant will not be required to make more than three visits. However in unavoidable circumstances, if required, the consultant may be required to visit client’s country more times. The consultant will make adequate provision in their estimate and offer for the same. No separate payment will either be made for these visits or any expenses on this account be reimbursed. The costs of the visits of consultant officials to RDSO/site etc. including their accommodation will be borne by them.

11.0 **DATA SHEET**

Sr. no.	Reference	Information
1	The name of the Client	RDSO, Lucknow, Ministry of Railway
2	The method of selection is	As defined in para 5 of section 2, information to consultants
3	A Technical and a Financial Proposal are requested	Yes
4	The name, objectives and description of the Assignment are:	Consultancy for setting up Test Track and formation of test procedures and specifications for Indian Railway.
5	The Assignment is phased	Yes
6	Completion period	9 months including two weeks visit part.
7	The name(s), address(es), and telephone/numbers of the Clients Official(s)	Executive Director/TMM Phone and Fax: +91-522-2450294 Director / TMM Phone and Fax: +91-522-2462796 RDSO, Manak Nagar Lucknow (UP) -226011 (India) edtmrdso@gmail.com
8	Last date of receiving queries/ clarifications.	31.12.2018
9	Proposals should be submitted in	English
10	Reports which are part of the assignment must be written in	English
11	Source of official exchange rates	State Bank of India (SBI) Rate of Exchange
12	Date of which exchange rates will be taken	Date of opening of technical bid/ last date of submission of offer, as indicated in clause stipulated in

Sr. no.	Reference	Information
		Data Sheet.
14	Single currency for converting prices in various currency	Indian Rupee
15	Training for transfer of knowledge is an important feature of this Assignment	Yes
16	The consultants to state local costs	in Indian Rupees
17	Taxes	Consultants are requested to consult tax consultants for the details.
18	Proposals must remain valid for days after the PDD	180 (days)
19	The proposal submission address: 1. For Registered post	Executive Director Track Machine and Monitoring Directorate, R.D.S.O., Manak Nagar, Lucknow-226011
	2. For dropping of offer in Tender Box.	RPF post, near Town Engineer office, RDSO, Manak Nagar, Lucknow-226011.
20	Period during which offer can be submitted.	21.01.2019 (09.00 hrs) to 28.01.2019 (13.00 hrs)
21	Closing time for submitting the offer and sealing of box.	28.01.2019 (13.00 hrs)
22	Proposed Due Date (PDD) of opening of technical bid	28.01.2019 at 15:30 hour

(Shrish Chandra Srivastava)
Executive Director/TM
For and on behalf of President of Union of India

Section - 3

TERMS OF **REFERENCES** **(TOR)**

1.0 INTRODUCTION

- 1.1. At present all new Indian Railway rolling stocks such as Locomotives, wagons, coaches, track fittings and components are tried & tested on commercial railway tracks (Running Railway lines). There is no dedicated railway test track available in India, which is earmarked for testing of rolling stocks and other kinds of testing, whereas test tracks have been instrumental in enormous advancements in Railways Technologies globally.
- 1.2. Actual prototype testing of all new innovations & developments of Railway technology demands a number of safety permissions & protocols to be followed rigorously during the testing. Railway conducts number of tests which ensures safety of passengers such as Coupler force trials, Oscillation trials, emergency braking distance trials Electromagnetic Compatibility etc. which is necessary for safety of passengers and safe running of goods trains also.
- 1.3. To take Indian Railways also on to the fast track of the advancement, RDSO has now decided to construct its own dedicated railway test track. Using this dedicated test track it shall be possible to undertake numerous tests and trials of new rolling stocks and their components, new railway track technologies & technologies related to Railway bridges, Geotechnical field, Signaling and Traction installation field. It would be possible to undertake railway related research projects, and devise better & innovative solutions for infrastructural bottlenecks on our Railway networks.

2.0 CONSULTANCY FOR TEST TRACK

Indian Railways (IR) has decided for switching over to International standards of testing and approval of railway vehicles like UIC-518/EN-14363/EN-12299. For this purpose a separate tender is under finalization to establish test criteria, test protocols, data collection and analysis etc. for switching over. IR is under process of construction of a test track for a length of approximately 25 kms (Phase-I), on existing abandoned MG alignment between Gudha-Thathana Mithri Stations in Phulera – Makrana section of Jodhpur Division of North Western Railway of Indian Railways for testing of rolling stocks etc. In order to develop and design extension of under construction Test Track and associated testing procedures and facilities required for switching over to international standards, it has been decided to engage an experienced consultant, for getting consultancy on this subject.

The Test Track is to be further expanded to cover all facilities as per UIC-518 (with necessary changes/modifications to suit Indian conditions) for testing up to 220 kmph (Phase-II of Test Track). In order to develop and design Phase-II of Test Track including necessary modifications/design of Phase-I of Test Track, it has been decided to engage an experienced consultant, for getting consultancy on this subject . The phase-II of test track has to be proposed in the area between existing running line and abandoned MG alignment between Gudha-Thathana Mithri Stations in Phulera – Makrana section of Jodhpur Division of North Western Railway of Indian Railways.

3.0 SCOPE OF WORK: The scope of the consultancy for test track will cover the following aspects:

- i) Visit of consultant's officials and personnel to RDSO and other IR sites to get acquainted with the IR environment.
- ii) To suggest layout of track for various tests / trials as per UIC 518/EN-14363/EN-12299 (with necessary changes/modifications to suit Indian conditions) for 22.9/25/32.5T axle load and speed upto 220 kmph including track quality distribution aspect as provided in UIC 518 requirement of QN1, QN2 etc. This should include provision/validation of value of QN1, QN2 etc. for various track parameters, for various speed bands based on records of

run of Track Recording Cars. This should cover Phase-I & Phase-II of Test Track as indicated in para 2.0 above. Methodology for ensuring track quality distribution (QN1, QN2 etc.) in field should also be suggested. Consultant will also take into account outcome of separate consultancy being engaged for switching over to UIC-518 as mentioned in para 2.0 above.

- iii) To study the world practices with regard to Test Track for various other trials such as braking efficiency trials, traction effect, adhesion, emergency braking distance, test of track components rolling stock, signalling and OHE component, EMI/EMC effects on signaling equipments, track side monitoring of rolling stock and track components and crash tests and to suggest track layout accordingly.
- iv) To bring out and recommend the facilities/logistics required for conducting on Track trials, data collection, analysis and reporting for rolling stock. The consultant must bring out and recommend infrastructural facilities required from the point of Civil, Mechanical, Electrical, Signalling, Telecom, IT, Machinery and Plant, other hardware and software or infrastructural requirement.
- v) Suggested layout of Test Track should also meet following requirements:
 - a) Test track should provide for vehicle safety assessment, stability assessment, curve negotiation and crash worthiness for speeds up to 220 kmph.
 - b) A separate test track loop to be provided for accelerated service testing of vehicle and track components, OHE and Signaling systems. Various track, OHE and vehicle components are to be tested continuously to establish wear rates and fatigue limits for estimating life of above components.
 - c) As this test track is likely to be used for semi high speed on IR, requirement of elevated test track including designing of vertical curves for semi high speed should be recommended.
- vi) Recommendations for developing of laboratory based testing facilities for speeds up to 220 kmph instead of the test track.
- vii) To recommend requirement of instrumentation of rail for dynamic augmentation especially on curves and on other locations, instrumentation requirements for formation, bridges, signalling and OHE for different testings should be recommended along with data acquisition system hardware and software requirement of above.
- viii) Preparation and finalization of the layout, master plan along with minimum land required with suggested alignment, schematic design and detailed executable drawings and plans for the test track and other infrastructural facilities required as per requirements of para (ii) above.
- ix) Requirements and specifications with proper backup document based on final layout of test track, which will consist of track and structures, infrastructure facilities including simulation testing, power supply installations, signaling, telecom, overhead conductor systems, protection and SCADA systems, labs, gadgets, plants and equipment and any other recommendation of the consultant.
- x) Recommendations for development of facilities for testing of bridges and formation: As per Annexure-A & B. Facilities must be recommended like laying

of cables for data acquisition from control center to site, requirement of rooms near bridge site of larger span etc.

- xi) The report/recommendations of consultant should also be based on details given in para 4,5,6,7, 8 & 9 of this TOR.

Note: Acceptance of “**final report and executive summary report**” by RDSO submitted by the consultant in term of clause 11 of the TOR in this document will be recognized as successful completion of the assignment.

4.0 PURPOSE OF THE TESTS: The facilities and the tests proposed under this project should serve the purposes listed below and should be suitable for Indian Railway conditions based on the experience and study of test tracks available for advanced research, which incorporates study of aspects of different speed bands up to semi high speed as detailed in para 5.0 and running of higher axle loads of 25 tonnes.

- i) Prediction of behaviour and life of various **track** components (rails, sleepers, fastenings, Switch Expansion Joints, Points and crossings, glued joints etc) leading to selection of most appropriate materials/designs.
- ii) To establish the speed potential of the various existing/ new/ modified rolling stock based on UIC-518 and other testing protocol.
- iii) Estimating the life of various new or existing assets including modified rolling stock and other related components.
- iv) To study various traction installation and distribution components.
- v) To study various Signaling & Telecom equipments.

5.0 Speed bands and loading standards for which the tests are proposed to be conducted are as below:

- (A) For passenger trains:
 - (i) Upto 100 kmph
 - (ii) $100\text{kmph} < \text{speed} \leq 110\text{kmph}$
 - (iii) $110\text{kmph} < \text{speed} \leq 130\text{kmph}$
 - (iv) $130\text{kmph} < \text{speed} \leq 160\text{kmph}$
 - (v) $160\text{kmph} < \text{speed} \leq 200\text{kmph}$

The speed bands are indicative only and may be changed. However maximum speed and number of speed bands as provided above will not be increased as provided.

- (B) For goods train:-
 - (i) Speed upto 125 kmph for axle load of 22.9/25/32.5t

Notes:

1. On Indian Railways, commodities like coal, iron ore etc. are carried in open wagons and cements, food grains etc. are carried in covered wagons.
2. The track gauge on Indian Railway is 1676mm and is to be followed. SI system of units shall be followed for all parameters.

6.0 LAYOUT PLANS AND DESIGN

The following details should be given by agency for the track design after site survey. The formation and bridges should be designed as per para 5 above regarding **speed bands and loading standards**.

- a) Master layout plan and layout plan for track and OHE
- b) Curved alignments for track and OHE
- c) General details regarding type & spans of bridges
- d) Gradients of track and OHE
- e) Testing for the Overhead Conductor System (OCS): Objective being-to be able to evaluate various designs of OCS e.g. Simple catenary, stitched, compound etc.
- f) Possibility of evaluating different OCS components.
- g) Curved alignments of overhead traction for speed up to 220 kmph.
- h) General details of overlaps & Crossovers of OHE.
- i) Gradients for overhead traction.
- j) Track quality distribution (QN 1, QN 2 etc) as per UIC 518.
- k) And other details required for meeting objectives as given in scope of work (para 3 above) and Annexure A, B and C.

7.0 DETAILS OF BUILDINGS AND OTHER INFRASTRUCTURE FACILITIES

Agency will provide the plans for the buildings detailing the general layout and the area required for various test centers, laboratories, maintenance buildings, data acquisition and analysis centers, various offices, stores and other supporting buildings and facilities. These plans shall be in sufficient details and shall accommodate all the equipment etc. required for the testing needs with scope of future expansion for additional testing requirements. Agency will also suggest recommend requirements of these structures such as type/strength of the flooring etc. to suit a particular type of equipment.

8.0 VARIOUS TESTS LIKELY TO BE DONE ON THE TEST TRACK

- i. Items related to Geo-Tech Engineering as placed at ANNEXURE-A
- ii. Items related to Bridge and Structures(B&S) Engineering as placed at ANNEXURE-B
- iii. Items related to traction installation/distribution component as placed at ANNEXURE-C
- iv. Testing for riding characteristics/behaviour of the vehicles
- v. Dynamic measurements (at semi high speed and low speed) of ride quality, accelerations, stability, jerks, wheel and rail contact forces
- vi. Braking performance tests
- vii. Coupler force trials
- viii. Semi high speed rolling stock components testing
- ix. Crashworthiness testing
- x. Rating & performance test of locomotive
- xi. Static & Impact Tests i.e. compressive end load, coupler vertical loads, jacking test, Twist load, curve stability, Impact Test – Single Car Impact
- xii. Tests on rails, sleepers, formation, track fittings for stresses on various track components, (it includes Rails, welds, Fastening system, Sleepers, Point and crossing, Switch Expansion Joints, Glued Joints etc.),Tests required for various deterioration models as applicable for various track items for axle load upto 25t and 32.5t.
- xiii. Instrumentation for continuous monitoring of stresses at various locations in rails, sleepers and fastenings etc.
- xiv. Temperature measurement test of electronics of electric and diesel locomotive.
- xv. EMI/EMC compatibility of Rolling Stock with S&T equipments/Train detection devices.

For accelerated testing of track components and vehicle components a separate close test track loop is to be made for continuous testing. Recommendations for layout etc as mentioned in para 6.0 are also to be provided by the consultant.

The above issues are indicative & non-exhaustive based on the present knowledge and problems being faced by Indian Railways. Any other trials can be planned or suggested by the agency or RDSO later on to achieve the broad objectives given in the general scope of the project with the given future speed potential & heavy axle loads & high Gross Million Tons (GMT) conditions shall be included in the report prepared by consultant.

9.0 RECOMMENDATION FOR TEST PROCEDURE AND SPECIFICATIONS

The test procedure for fixed infrastructural components (other than rolling stock) shall include the following for all the operating conditions as mentioned in item no. 5

- a) Purpose of test
- b) Methodology of tests & instrumentation details
- c) Copy of Codes/Manual/Drawings to be followed
- d) Specifications, likely sources and approximate cost of equipment and instrumentation involved in testing
- e) Data acquisition systems
- f) Data transmission and communication
- g) Procedure for analysis of data
- h) Procedure for data interpretation and report generation
- i) Safety related issues.
 - i. Precautions to be taken for trials.
 - ii. Safety of testing personnel.
 - iii. Safety of testing equipment.
- j) Re-railing/accident relief equipment used in derailment/collision related studies.
- k) Calibration of equipment and instrumentation involved in testing

Note: The details pertaining to each of the above items shall be such that it enables IR officials to set up field experimental facilities.

10.0 DELIVERABLES

Deliverables as indicated below must conform to the scope of work as detailed in para 3 above and other details in Para 4 to 9 above.

- i. Inception Report: The inception report will provide information on availability/collection of data, field studies required and specific approach to various items of the TOR and methodology for the assignment.
- ii. Layout, Master plan and Schematic Design of test track and executable drawings as specified in Para 6.0 above suitable for conducting all tests as mentioned in item/Para 8 above of TOR under IR operating and site conditions. The consultant shall first submit a draft lay out and Master Plan along with details of track geometry distribution (QN-1, QN-2 etc.) of the Test Track including OHE for consideration to RDSO. After deliberation and approval from RDSO, the consultant will submit the final lay out Master Plan and design of the Test Track. Provision/validation of QN1, QN2 etc values for different track parameters and for different speed bands based on records of TRC runs including Methodology to ensure its distribution in test track

- iii. Test procedures and specifications as detailed in para 9 above of TOR for various speed bands as specified in Para 5 above.
- iv. Details of the Buildings, labs, data acquisition and analysis centre, offices and other logistics and infrastructural facilities required for test track as specified in para 7 above of TOR. Also to provide any special design requirements of these structures and its components.
- v. Requirements and specifications with proper backup document based on final layout of test track, which will consist of track and structures, infrastructure facilities, power supply installations, overhead conductor systems, protection and SCADA systems, labs, gadgets, plants and equipment and any other recommendation of the consultant.
- vi. Recommendations for developing of laboratory based testing facilities for speeds up to 220 kmph instead of the test track.
- vii. Final report and Executive summary report. The report should be complete and should cover all aspects mentioned above and any other suggestions to serve the intended purpose of test. The report should specify training requirements in connection with operation and maintenance of various test track equipments, control systems etc.
- viii. Deliverables for 25 KV AC Traction system of Test Track:
 - (1) Requirements as per Para 9.0 (recommendations for test procedure and specifications) including quantity for materials.
 - (2) Consultant shall submit OHE layout plan & design and following will be considered:
 - OHE design should be such that it is possible to
 - (a) Change the span lengths of OHE, for example, by providing mast at an interval of 18m, OHE span of 36m, 54m and 72m can be achieved.
 - (b) Change the Contact & catenary wire tension up to 2500 kgf separately.
 - (c) Provide Earth wire, return conductor and feeder wire on the same mast.
 - (d) For push up Measurement, Instrumentation system can be mounted on few specific OHE masts of Normal Location & turnout location.
 - (e) OHE with variable gradients and relative gradient with respect to track to create different scenarios.
 - (3) Test procedure and specifications for items listed in Annexure-C.

It may be noted that the report, drawing and other documents should be in accordance with special condition of contracts i.e. Para 10 of section 2 of this tender document. Basis/background/justification/design calculations etc. for Report/recommendations would have to be submitted by the consultant alongwith his report. Any additional details required by RDSO in this regard will also have to be submitted by the consultant. Consultant will also be required to include/modify any item in his recommendation as directed by RDSO, which is within the scope of work as indicated in Para 3 to 9 above.

11.0 Period for Completion of Assignment: The consultant should submit the methodology and work plan for performing the assignment such as to complete the entire assignment including training, within the period indicated in the data sheet (09 months). However, recommendation on layout of test track should preferably be submitted within 06 months.

12.0 Payment Schedule: The Consultant shall be paid for its services as per the Payment Schedule given below subject to the Consultant fulfilling relevant obligations. The items are not in sequential order of execution,(except for item 1, which has to be executed first) and payment shall be released for each item individually as and when the same is completed after satisfaction of client).

	Deliverables	Deliverables to be addressed	Payment in % age of agreement amount
1	On acceptance of Inception Report. The inception report will provide information on availability of data, field studies required and specific approach to various items of the TOR and methodology for the assignment.	i	10
2	On acceptance of final Layout, Master plan, executable drawings and Design of test track suitable for conducting all tests as mentioned in TOR under IR operating and site conditions. It includes values of QN1, QN2 etc. and methodology to ensure its distribution in Test Track.	ii	25
3	On acceptance of final tests and test procedures and specifications as detailed in TOR pertaining to testing of rolling stocks, locomotives as per Para 8 (IV, V, VI, VII, VIII, IX, X, XI).	iii & vi	15
4	On acceptance of final tests and test procedures and specifications as detailed in TOR pertaining to Track, GE and Bridge as per Para-8 (I, II, XII, XIII).	v	5
5	On acceptance of final tests and test procedure and specifications as detailed in TOR pertaining to traction installation/ distribution components as per Para-8 (III, XIV,XV)	v	5
6	On acceptance of Layout, Master plan and Schematic Design including executable drawings, of the Buildings, labs, data acquisition and analysis centre, offices and other infrastructural facilities required for test track. Also to provide any special design requirements of these structures and its components	iv	10
7	On acceptance of report on developing testing facilities in laboratories for semi high speed (upto 220 kmph) systems instead of test track.	vii	10
8	On acceptance of Final report and Executive summary report	viii	20

Note: Time taken for approval of various deliverables as indicated above will generally be 04 to 06 weeks after submission of original/corrected/modified report, whichever is later.

DETAILS OF TEST ENVISAGED IN GEOTECHNICAL ENGINEERING

The test track should be made in such a fashion that more trials / studies / experimentation can be planned in future as detailed below. Detailed specifications of instruments/ equipment/ measuring gauges etc. required for the following studies / trials should also to be recommended.

1.0 MEASUREMENT OF FORMATION PRESSURES & ADEQUACY OF BLANKET THICKNESS

- 1.1 Instrumentation for measurement of stresses and moisture inside the formation, Dynamic Augment for formation stresses, settlements at various depths/different formation layers for different axle load, speed, GMT & soil types.
- 1.2 Trials for establishing adequacy & optimization of prepared sub grade and blanket thickness required for different axle loads, speed, GMT and formation soils.

3.0 GEO-SYNTHETICS STUDIES

- 3.1 Study on use of Geosynthetics (Geogrid, Geotextile etc.) in construction of high quality of formation and rehabilitation of existing weak formation along with reduction in formation pressure. A stretch of weak formation simulating actual field conditions should be constructed in the test track.
- 3.2 Study on Reduction in formation pressure and reduction of blanket thickness due to use of Geosynthetics.

4.0 STUDIES OF TRANSITION SYSTEM AT BRIDGE APPROACHES

- 4.1 Trials on different types of transition system for different heights of approach bank& different types of bridges
- 4.2 Trials for developing suitable specifications of backfill material behind bridge abutments and alternative geosynthetic material.
- 4.3 Study for optimum length of transition system for different heights.
- 4.4 Studies & trials for strengthening of existing troublesome bridge approach.

DETAILS OF TEST ENVISAGED IN BRIDGES AND STRUCTURES FIELD

The objective of test track in regard to bridges shall be as under:

- (1) Study of transfer of Longitudinal Forces from superstructure to substructure.
- (2) Study of transfer of impact Loads.
 - (i) Effect of High Speeds on CDA.
 - (ii) Resonance on Bridges due to High Speed.
 - (a) Pier with large height say 20m or more.
 - (b) Buried Abutment and Normal Abutment.
- (3) Tilt and Shift specially in Long and Slender Columns.
- (4) Instrumentation for
 - (a) Validation of forces arisen due to continuation of LWR on bridge structure.
 - (b) Residual life of steel girder.
 - (c) Forces transferred through bridge bearing (Instrumented bearing).
 - (d) Stresses in steel girder due to higher axle load (25 t loading and DFC loading) running at 100 kmph.
 - (e) Running of passenger train at 160 KMPH and above.
 - (f) Residual life of bridge substructure and foundation.
 - (g) Rail structure interaction Studies.
 - (h) Bridge health monitoring system for bridge condition assessment through instrumentation.
- (5) Study on different type of Bearings.
 - (i) Transfer of Vertical and Horizontal Loads.
 - (ii) Horizontal Forces Management i.e. STU Study (Transmission Units), spherical bearing.
- (6) Load distribution on Box Bridge due to two or more Tracks.

The bridges type to be included in test track shall be as under:

S.No.	Type of Bridges	Proposed Span Arrangement
1.	Steel Plate Girder	3x18.3m+2x12.2m
2.	Steel OWG	1x30.5+1x45.7+1x61.0m+1x76.2m
3.	RCC Steel Composite Girder	2x24.4+2x30.5m
4.	RCC Box Bridge	6.0m Single Box + 2x6.0m Twin Box
5.	PSC Slab	3x9.15m (without Bearing)+3x12.12m (with out Bearing)
6.	PSC I Girder	2x18.3m I Girder + 2x12.2m U Girder
7.	PSC Box Girder	2x30.5+1x45.0m Segmental Precast
8.	Integrated PSC-RCC Bridge	2x30.5m

(Note: Above list is tentative and consultant may propose other span arrangement & type of bridges also as per requirement of test track)

DETAILS REQUIRED FOR TRACTION INSTALLATION/DISTRIBUTION COMPONENT

For this Annexure requirements of Para 9.0 (Recommendations for Test Procedure and specifications) shall be complied. For 25 KV AC Traction System following tests will be conducted:

1. Dynamic interaction tests between Pantograph and OHE as per EN 50317 latest. Train with single and multiple pantographs and with OHE of different designs (Simple, Composites, stitched OHE etc.) will be considered. Various combinations of OHE parameters like Contact wire height, stagger, gradient, relative gradient of OHE with respect to track etc shall be considered.
2. Test for compliance of EMI/EMC requirements at test track and switching stations.
3. Test on OHE structure (Mast of different type), Mast foundations as per EN50119, IEC 1773 & IS 11309. A combination of Parallelopoid type & cylindrical type OHE foundation shall be provided in the Test Track.
4. Test for adequacy of collapsibility of Pantograph during entanglement with OHE.
5. Following tests for static parameters of OHE:
 - (b) Test for Elasticity of OHE at the support and in between the support.
 - (c) Test for displacement of Regulating Equipment & cantilever with temperature.
 - (d) Test for variation in tension in contact wire and catenary wire at Anchor location with temperature.
 - (e) Test for OHE impedance (Resistance, inductance, capacitance) required for suitability of OHE design.
 - (f) Measurement of temperature of OHE conductors & ambient temperature shall be don during train movement and during switch off condition. Measurement should be done through contactless equipment.
 - (g) Validation of OHE component like cantilever assembly, section insulator, tentioning device, phase breaks etc.
 - (h) Auto-negotiation test of neutral section.
 - (i) Test required for various deterioration models as applicable to various OHE items. Impact load test on insulators and OHE fitting mounted on mast.
6. Test for energy parameter, power quality parameter under normal and fault conditions.
7. Further following tests are desired:
 - a) Test for rolling stock impedance between roof and wheel flange test.
 - b) Test for measurement of track impedance between two points 1 Km apart.
 - (j) Rail to rail, (ii) Rail to sleeper top & bottom, (iii) Rail to track formation.

Section- 4

STANDARD **FORMAT OF** **AGREEMENT**

AGREEMENT FOR CONSULTANT

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AGREEMENT
for
Consultancy of Test Track

AGREEMENT No. _____

This AGREEMENT (hereinafter called the “ **Agreement** ”) is made on the _____ day of the month of ____20____, between, on the one hand, the President of India acting through Executive Director/TMM, RDSO(hereinafter called the “ **RDSO** ” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the “ **Consultant** ” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) RDSO/IR vide their Request for Proposals for consultant for providing consultancy services for Consultancy for Setting up Dedicated Test Track for Indian Railways (Hereinafter called the “**Consultancy**”) invited technical and financial proposals to undertake the work of Consultancy for the above referred work (hereinafter called the “**Project**”);
- (B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to RDSO/IR that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to RDSO/IR on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) RDSO/IR, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy work to the Consultant vide the Letter of Award for the Consultancy dated _____ (the “**LOA**”); and
- (D) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1.0 GENERAL

1.1 Definitions and Interpretation

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

- (a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time
- (b) “Agreement” means this Agreement, together with all the Annexure / Appendixes
- (c) “Agreement Value” shall have the meaning set forth in Clause 6.1 (b)
- (d) “Additional Costs” shall have the meaning set forth in Clause 6.1 (b)
- (e) “Confidential Information” shall have the meaning set forth in Clause 3.3

- (f) "Dispute" shall have the meaning set forth in Clause 9.2.1
- (g) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1
- (h) "Expatriate Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (i) "Government" means the Government of India
- (j) "INR" or "Rs." means Indian Rupees
- (k) "Member", in case the Consultant consists of a joint venture or consortium of More than one entity, means any of these entities, and "Members" means all of these entities
- (l) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof
- (m) "Party" means RDSO or the Consultant, as the case may be, and Parties means both of them
- (n) "Resident Personnel" mean such persons who at the time of being so hired had their domicile inside India
- (o) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto
- (p) "RFP" means the Request for Proposal document in response to which the Consultant's Proposal for providing Services was accepted
- (q) "Third Party" means any person or entity other than the RDSO/IRand the Consultant or a Sub-Consultant. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP

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

- (a) Agreement
- (b) Annexure/Appendixes of Agreement
- (c) RFP
- (d) Letter of Award

1.2 Relation between the Parties

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

1.3 Rights and obligations

The mutual rights and obligations of RDSO and the Consultant shall be as set forth in the Agreement; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of Agreement; and
- (b) RDSO shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing Law and Jurisdiction

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

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

- (a) in the case of the Consultant, be given by registered acknowledgement due, air mail or by courier to the address given and marked for attention of the Consultant's Representative set out below in clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the RDSO.
- (b) in the case of RDSO, be given by letter delivered by hand or by registered acknowledgement due, air mail or by courier and be addressed to the RDSO with a copy delivered to the RDSO Representative set out below in Clause 1.10 or to such other person as RDSO may from time to time designate by notice to the Consultant.
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

Advance scanned copies of the original NOTICES may be communicated through email which shall be acknowledged and considered with date in which email has been received.

1.8 Location:The Services shall be performed at Lucknow, India. Excluding visit to proposed site for the Test Track.

1.9 Authority of Member-in-charge

The Parties agree that the Lead Member shall act on behalf of the Members of the Consortium in exercising all the Consultant's rights and obligations towards RDSO under this Agreement, including without limitation the receiving of instructions and payments from RDSO.

1.10 Authorized Representatives

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

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

Executive Director/TMM
RDSO, Manak Nagar
Lucknow (UP) -226011 (India)
Phone and Fax : +91-522-2450294
Email: edtmrdso@gmail.com

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

1.11 Taxes and Duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the applicable laws and RDSO shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed.

2.0 COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, RDSO may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

2.5 Entire Agreement

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

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

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 4.2(c) and 6.1(c) hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No breach of Agreement

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

2.7.3 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 discharge 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 fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

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

2.7.5 Payments

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

2.7.6 Consultation

Not later than thirty (30) days after the Consultant has, as the result of an event of

Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

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

2.9 Termination of Agreement

2.9.1 By RDSO

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

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as RDSO may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to RDSO a statement which has a material effect on the rights, obligations or interests of RDSO and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (g) RDSO, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than thirty (30) day's written notice to RDSO, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- (a) RDSO fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) RDSO is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period

as the Consultant may have subsequently granted in writing) following the receipt by RDSO of the Consultant's notice specifying such breach;

- (c) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) RDSO fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1, 2.9.2 or 2.9.3 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by RDSO, the Consultant shall proceed as provided respectively by Clauses 3.6 or 3.7 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1, 2.9.2 or 2.9.3 hereof, RDSO shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to RDSO):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 or in Clause 2.9.3 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance: The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to RDSO, and shall at all times support and safeguard RDSO's legitimate interests in any dealings with Sub-Consultant or Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (“**TOR**”). The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

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

3.2 Conflict of Interest and Prohibited Practices

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

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project. The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services till six months after issuance of Letter of Award to the Successful Bidder, assistance for whose selection / bid process was provided by the Consultant, and any breach of this obligation shall amount to a Conflict of Interest.

3.2.3 Prohibition of conflicting activities

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

- (a) during the term of this Agreement, any business or professional activities in India which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions discounts, etc.

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

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and should not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the RDSO shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without

being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the RDSO shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to RDSO towards, inter alia, time, cost and effort of the RDSO, without prejudice to the RDSO's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the RDSO under Clause 3.2.5 above and the other rights and remedies which the RDSO may have under this Agreement, if the Consultant is found by RDSO to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by RDSO to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice ”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of RDSO who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, till six months after issuance of Letter of Award to the Successful Bidder, assistance for whose selection / bid process was provided by the Consultant, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser to RDSO in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by RDSO under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by RDSO with objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

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

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

3.4 Liability of the Consultant

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

3.4.2 Consultant's liability towards RDSO

The Consultant shall be liable to RDSO for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to RDSO's property, shall not be liable to RDSO:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) the total payments made or expected to be made to the Consultant hereunder, or (B) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher. This limitation of liability shall not affect the Consultant's liability, if any, for damage

to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5 Reporting obligations

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

3.6 Documents prepared by the Consultant to be property of RDSO

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

3.6.2 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of RDSO.

3.7 Equipment and materials furnished by RDSO

Equipment and materials made available to the Consultant by RDSO shall be the property of RDSO and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to RDSO, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of RDSO. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by RDSO in writing, insure them in an amount equal to their full replacement value.

3.8 Providing access to Project Office and Personnel

The Consultant shall ensure that RDSO, and officials of RDSO having authority from RDSO, are provided unrestricted access to the Project Office and to all Personnel during office hours. RDSO's any such official shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.

3.9 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. It shall indemnify RDSO against any inaccuracy in its work which might surface during implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practices. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4.0 CONSULTANT'S PERSONNEL

4.1 General

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

4.2 Deployment of Personnel

4.2.1 The Professional Personnel as per this Agreement are hereby approved by RDSO. No other Professional Personnel shall be engaged without prior approval of RDSO.

4.2.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to RDSO its proposal along with a CV of such person in the form provided at Appendix-I (Form-11) of the RFP. RDSO may approve or reject

such proposal. In case the proposal is rejected, the Consultant may propose an alternative person for RDSO's consideration. In the event RDSO does not reject a proposal within fourteen (14) days of the date of receipt thereof, it shall be deemed to have been approved by RDSO.

4.3 Substitution of Key Personnel

RDSO expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. RDSO will not consider any substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to one Key Personnel and subject to equally or better qualified and experienced personnel being provided.

5.0 OBLIGATIONS OF RDSO

5.1 Assistance in Clearances etc.

Unless otherwise specified in the Agreement, RDSO shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultant and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its sub-Consultant or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to land and property

RDSO warrants that the Consultant shall have, free of charge, unimpeded access to all land and property at the Station in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1(c).

5.3 Changes in Applicable Law

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

5.4 Payment

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

6.0 PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

- (a) An abstract of the cost of the Services payable to the Consultant is set forth in the Agreement.

- (b) Except as may be otherwise agreed the payments under this Agreement shall not exceed the agreement value specified herein (the **“Agreement Value”**). The Parties agree that the Agreement Value is Rs. _____ (Rs. _____)
- (c) Notwithstanding anything to the contrary contained in Clause 6.1(b), if pursuant to the provisions of Clauses 2.6 & 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the Agreement Value 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

Payments shall be made in INR to Indian firms or through Letter of Credit (LC) in the quoted currency, in case of foreign firms. In case of payment through LC, all charges including the confirmation charges of LC, levied by foreign banks shall be borne by the applicant.

6.3 Mode of billing and payment

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

(a) Payment Schedule

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

- (i) Payment shall be made upon successful completion of each stage of work to the satisfaction of RDSO as per clause 12 of section 3.
- (ii) RDSO shall pay to the Consultant, only the undisputed amount.

7.0 LIQUIDATED DAMAGES AND PENALTIES

7.1 Liquidated Damages

7.1.1 Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by RDSO in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Agreement Value.

7.1.2 Liquidated Damages for delay In case of delay in completion of Services. Liquidated damages not exceeding an amount equal to 0.1% (zero point one percent) of the Agreement Value for each week or part thereof, subject to a maximum of 5% (five percent) of the Agreement Value will be imposed and shall be recovered from the Performance Guarantee. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.1.3 Appropriation of Performance Guarantee RDSO shall have the right to invoke and appropriate the proceeds of the Performance Guarantee, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in Clause 7.1.

In the event any portion of the Performance Guarantee is appropriated by RDSO, then immediately following such appropriation, the Consultant shall replenish the Performance Guarantee within 1 (one) month of its appropriation, and in the event of default by the Consultant, RDSO shall have the right to take such steps as it may deem necessary, including termination of this Agreement.

7.2 Measures for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.1, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of RDSO, other penal action including debarring for certain period may also be initiated as per policy of RDSO.

8.0 FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but 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.

9.0 SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

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

9.3 Conciliation

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

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by Arbitrator(s) appointed in accordance with provisions of the Arbitration and Conciliation Act, 1996 and such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act,1996. The venue of such arbitration shall be Lucknow, India and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Government agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Government agree that an Award may be enforced against the Consultant and/or the Government, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of (Witnesses):

1.

Name _____

Address _____

SIGNED, SEALED AND DELIVERED

For and on behalf of

RDSO (Ministry of Railways)

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

2.

Name _____

Address _____

(Shrish Chandra Srivastava)

Executive Director/TM

For and on behalf of President of Union of India

SECTION-5

Standard Forms of
Proposal

SECTION-5A

APPENDIX –I

Technical Proposal

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Dear _____

Subject: Hiring of Consultancy Service for-----
-----Technical Proposal.

Dear Sir,

1. We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated_____. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal separately. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendix is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. I/We shall make available to RDSO any additional information it may find necessary or require to supplement or authenticate the Proposal.
4. I/We acknowledge the right of RDSO to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We declare that:
 - (a) I/We have examined and understood their contents and have no reservations to the RFP Document, including any Addendum issued by RDSO;
 - (b) I/We do not have any conflict of interest in accordance with Clause 1.5 section 2 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 1.9 of section 2 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with RDSO or any other public sector enterprise or any government, Central or State;
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 9.2 section 2 of the RFP document.
7. I/We declare that We/any member of the consortium, are/ is not a Member of a/any other Consortium applying for Selection as a Consultant.

8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
9. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by RDSO and / or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself, in respect of the above mentioned Project.
10. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/We shall have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened.
11. I/We agree to keep this offer valid for 180days from the Proposal Due Date specified in the RFP.
12. A Power of attorney in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith in Form 4.
13. In the event of my/our being selected as the Consultant, I/We agree to enter into an Agreement in accordance with the format given in this RFP. We agree not to seek any changes in the aforesaid format and agree to abide by the same.
14. I/We have studied RFP and all other documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by RDSO or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
15. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
17. I/We also agree that if negotiations are held during the period of validity of the Proposal, we undertake to negotiate and subject to the modifications resulting from contract negotiations our Proposal is binding upon us.
18. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Service, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications. Schedule of Rates with all correction slips up-to-date for the present contract.

Witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Particulars of the Applicant

1. Title of Consultancy: Consultancy for designing Test Track and formation of test procedures and specifications for Indian Railway.

2. State the following:

- Name of Company or Firm:
- Legal status (e.g. incorporated private company, unincorporated business, partnership, joint venture etc.):
- Country of incorporation:
- Registered address:
- Year of Incorporation:
- Year of commencement of business:
- Principal place of business:
- Brief description of the Company including details of its main lines of business
- Particulars of individual(s) who will serve as the point of contact/ communication with RDSO:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:
- (g) Fax Number:

3. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant:

Name:
Designation:
Company:
Address:
Phone No.:
Fax No. :

4. State the following for each of the other Member Firms:

- (i) Name of Firm:
- (ii) Legal Status and country of incorporation
- (iii) Registered address and principal place of business.

5. State the following information for each Member:

- i) In case of non-Indian company, does the company have business presence in India?
Yes/No
If so, provide the office address(es) in India.
- ii) Has the Applicant or any member of the Joint venture firm been blacklisted by any Govt. department/Public Sector Undertaking in the last five years? Yes/No
- iii) Has the Applicant or any of the members, in case of a Joint venture firm, suffered bankruptcy/insolvency in the last five years?

Note: If answer to any of the questions at ii) to iii) is yes, the Applicant is not eligible for this consultancy assignment.

6. Does the Applicant's firm/company (or any member of the Joint venture firm) combine functions as a consultant or designer along with the functions as a contractor and/or a manufacturer? Yes/No

If yes, then for this work does the Applicant (and other members of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ designer and to disqualify themselves, their associates/ affiliates and/or parent organization subsequently from work on this project in any other capacity (including tendering relating to any goods or services for any part of this project) other than that of consultant and/or designer for RDSO? Yes/No

7. Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No

If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this project (including tendering relating to any goods or services for any other part of the project) other than that of the Consultant? Yes/No

If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this project and they agree to limit their role to that of consultant/ designer for RDSO only? Yes/No

Quality and Cost Based Selection (QCBS) Criteria

Weightage will be assigned to various technical qualifications of prospective bidder as per following table

SN	Criteria	Reply of Bidder
1.	Number of Test Track of minimum length of 15 Km owned/operated for a minimum period of five years continuously after 01.01.2000 AND/OR Number of Consultancy services provided for design of test track for minimum length of 15 Km for oscillation trials of rolling stock as per UIC 518/EN-14363/EN-12299.	
2.	Whether oscillation trials were conducted on designed (as consultant)/ operated test track conforming to UIC 518/EN-14363/EN-12299 in last 10 years (Yes/No)	
3.	Provision of Accelerated Service Testing for various track, wagon, signal and traction components in test track designed/ operated (2.5 Marks each for provision of Accelerated Service Testing for track, wagon, signal and traction components individually).	
4.	Maximum Speed of Freight Train/wagons for which trials have been planned/conducted on the designed/ operated test track.	
5.	Maximum Testing speed of coaching train on the test track designed/ operated.	
6.	Length of Test Track designed/ operated (in kilometre)	

Note: Bidder/applicant should submit details as per above along with documentary evidence in support of the same.

Statement of Legal Capacity

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

Ref. Date:

To,

Executive Director/TMM
RDSO, Manak Nagar
Lucknow (UP) -226011 (India)
Phone and Fax : +91-522-2450294
Email: edtmrdso@gmail.com

Dear Sir,

We hereby confirm that we, the Applicant (along with other members in case of Partnership deed firm, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid out in the RFP process. We have agreed that _____ (insert Applicant's name) will act as the Lead Member of our Partnership deed firm .We have agreed that _____ (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the Partnership deedfirm on our behalf and has/have been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

Authorised Signatory

For and on behalf of _____

**Please strike out whichever is not applicable*

Power of Attorney

Know all men by these presents, we, _____ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the assignment stated in the data sheet and not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to RDSO, representing us in all matters before RDSO, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with RDSO in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with RDSO. AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2013.

For

(Signature)

(Name, Title and Address)

Witnesses:

1.

[Notarised]

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant :
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

TestTrack and Test Centre either owned /operated or was owned /operated by the applicant or by any of its partners

A. Is the applicant or any of its partners presently owner/operator of the test track(yes/No): _____

If yes please specify

- Is the applicant owner/operator:_____.
- Time since when the test track is owned /operated:_____

B. Was the applicant or any of its partners Owner/operator of the test track (yes/No):_____.

If yes please specify

- Was the applicant owner/operator:_____.
- Period in which the test track was owned /operated:_____

c. In case the reply to the above query is yes, following details should be given:

1. Name of the Test Track and, its description:
2. Owner of the test Track (Name and detail of firm):
3. Operator of the test Track (Name and detail of firm):
4. Designer of The test track (Name and detail of firm):
5. Facilities of testing at the test track:

	Tests
1.	
2.	

Separate detail for each owner and operator should be submitted.

Experience of the Applicant[#]

S.No	Name of Project	Name of the firm/firms joint venture firm who executed the project.	Estimated capital cost of project (in Rs cr./ US\$ million) #
1			
2			
3			
4			

[#] The Applicant should provide details of only those projects that have been successfully executed by it under its own name or by any of its member firms.

Eligible Assignments of Applicant

Name of Applicant(or any of the partners):

Name of the Project:

Description of services performed by the Applicant firm:

Name of client and Address:

Name, telephone no. and fax no. of client's representative:

Capital cost (in Rs cr. or US\$ million):

Start date and finish date of the services (month/ year):

Brief description of the project:

Notes:

Eligible assignments implies projects/assignments satisfying minimum eligibility criteria.

Use separate sheet for each Eligible Project.

Attach a single page summary containing the brief particulars of each project along with.

Relevant Services Carried Out That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/entity (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any.		No. of Months of Professional Staff, provided by Associated Consultants:
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:		

Firm's Name: _____

Financial Capacity of the Applicant (Current calendar year and last three calendar years)

S. No	Financial Year	Annual turnover (Rs./US \$ in million)
1		
2		
3		

Certificate from the Auditor

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

Name of Authorised Signatory:

Designation:

Name of firm:

(Signature of the Authorised Signatory)

Seal of firm

Note:

1. Please do not attach any printed Annual Financial Statement.

Particulars of Key Personnel

Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
				Name of Firm	Employed Since	

Eligible Assignments & Experience of Key Personnel

Name of Key Personnel:

Designation of Key Personnel:

Educational Quqlification:

Name of the Project:

Name of Consulting Firm where employed:

Description of services performed by the Key Personnel (including designation):

Name of client and Address:

Name, telephone no. and fax no. of client's representative:

Capital cost (in Rs cr. or US\$ million)

Start date and finish date of the services (month/ year)

Brief description of the project:

Notes:

Use separate sheet for each Eligible Project.

Attach a single page summary containing the brief particulars of each project.

Curriculum Vitae (CV) of Key Professional Personnel

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

Certification:

1. I am willing to work on the assignment of consultancy for setting up of dedicated test track for Indian Railways and I will be available for entire duration of the project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Signature of the Professional _____

Place _____

Date _____

Counter signature of the Authorised Representative of the firm _____

Place _____

Date _____

Notes:

Use separate form for each Professional Personnel

Each page of the CV shall be signed in blue ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm. Photocopies will not be considered for evaluation.

TEAM COMPOSITION AND TASK ASSIGNMENTS

Technical/ Managerial Staff

Sl.No.	Name	Position	Task
1.			
2.			
3.			
4.			

Support Staff

Sl.No.	Name	Position	Task
1.			
2.			
3.			
4.			

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON

- **THE TERMS OF REFERENCE**
- **AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.

On the data, services, and facilities to be provided by the Client.

- 1.
- 2.
- 3.

CONSULTING FIRM'S NAME:

Check list of documents to be attached

1.1 Details of documents to be attached with the tender:

S.No.	Document	Corresponding test	Details of documents enclosed	Page No. or Annexure No. of concerned documents in tender offer.
1.	Document in connection with Eligibility – work expenditure	Para 4.0 Section 1 at Page-7		
2.	Document in connection with Eligibility T-1 Financial Turn over.	Para 4.0(i) Section-1 of Page 8		
3.	Document in connection with eligibility – T-2 Liquidity	Para 4.0 (ii) at Page-8 Section-1		
4.	Details regarding payment of cost of RFP documents	Para-5 at Page-9 Section-1		
5.	Details of Bid guarantee & EMD	Para-7 at Page-10 section-1, Para 4.7& Para 24.1.5 of G.C.C. of services		
6.	Details required as per Para 1.10 (Page-14) of section-2 of tender documents.	Para 1.10 at Page-14 of Section-2		
7.	Details of tenderer whether proprietary firm, partnership firm, JV/Consortium or any other institution/body.			
8.	Authority for submission/signature of tender on behalf of tenderer.			
9.	Details required to be submitted alongwith tender : (a) Details of registration in case of proprietary firm. (b) Details of registration and Certified copy of partnership deed in case of partnership firm. (c) Copy of MOU in case of JV firm & details as per Para 2.4.11. of General Condition Contract of Services of Ministry of Railways, Govt. of India.	Para 3.1 of Section-2 Para 2.4.1.6 & 2.4.1.11 of G.C.C. of services, Ministry of Railways, Govt. of India		
10.	Brief description of firm's organization etc.	Para 3.4(i) of Section-2 (Page-16)		
11.	List of key personnel & staff team	Para 3.4 (ii) of Section-2 (Page-16)		
12.	CVs signed recently by the proposed performing staff	Para 3.4(v) of Section-2 (Page-16)		
13.	Estimate of total staff efforts etc.	Para 3.4(iv)Section-2 Page-16		
14.	Proposed methodology for transfer of	Para 3.4(v) of Section-2		

	knowledge & proposed training.	(page-16)		
15.	All pages of the proposal has been initialled by authorized representative	Para 4.1 of Section-2 (Page-17)	Please indicate Yes or No	
16.	Technical proposal & financial proposal should be placed in separate sealed envelope. Both envelopes should be placed in one outer envelope.	Para 4.2 of Section-2 (Page 17)	Please indicate Yes or No	
17.	Affidavit for all documents submitted along with bid being true.	Para 2.6.2.1.3 of GCC of service	Please indicate Yes or No	

Note: If details of any of above document is not indicated in the above check-list, it will be treated that same has not been submitted by tenderer and his offer will be decided accordingly.

(Signature of Tenderer)

SECTION -5B

APPENDIX –II

Financial Proposal

Covering Letter
(On Applicant's letter head)

(Date and Reference)

Executive Director/TMM
RDSO, Manak Nagar
Lucknow (UP) -226011 (India)
Phone and Fax : +91-522-2450294
Email: edtmrdso@gmail.com

Dear Sir,

Subject:

I/We, _____(Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above. I/We agree that this offer shall remain valid for a period of 180 (one eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours
faithfully,

(Authorised Representative)

Name:
Designation:
Address:

Note: The Financial Proposal is to be filled strictly as per the forms given in RFP.

Financial Proposal

Item No.	Description	Amount
A	Preparation and submission of report including all executable drawings, procedures, specifications, etc. as mentioned in terms of references in eight copies. Including training at RDSO and visit of 2 officials at Consultants premises (test track) for transfer of knowledge.	
B	Miscellaneous Cost, if any	
C	ADDITIONAL COSTS , if any	
I	Goods and Services Tax (18%)	
II	Other Taxes and Duties, If any	
	Total of Additional Costs	
D	TOTAL COST OF THE CONSULTANCY In Indian Rupees or any other foreign currency(in Figures) (In _____ Words) _____ _____ _____	

Note:

1. The financial evaluation shall be based on the above Financial Proposal. The total cost of consultancy will, therefore, be the amount for purposes of evaluation.
2. The reimbursement of expenses shall be limited to the amounts indicated above as per the payment schedule.
3. No escalation on any account will be payable on the above amounts.
4. Insurance and any other charges not shown here are considered included in the Total Cost.
5. Conversion rate of currency on the opening date for technical bid, as indicated in clause stipulated in Data Sheet as notified by State Bank of India shall be considered as the applicable currency conversion rate. Payments shall be made in INR or through Letter of Credit(LC) in the quoted currency, in case of foreign firms. In case of payment through LC, all charges including the confirmation charges of LC, levied by foreign banks shall be borne by the applicant.

Bank Guarantee for Performance Guarantee

Date

Bank Guarantee No.....

To
The President of India,
Acting through, the Executive Director (Finance),
Research, Designs & Standards Organisation,
Ministry of Railways, Manak Nagar,
Lucknow-226011 (UP) INDIA

1. Against contract (or vide Advance Acceptance of the Tender) no. _____ dated _____ covering _____ (hereinafter called the said 'contract') entered into between the President of India (Designation of Contracting Authority) _____ and _____ (hereinafter called the 'Contractor'). This is to certify that at the request of the Contractor we _____ Bank Ltd., are holding in trust in favour of President of India, the amount of _____ (write the sum herein words) to indemnify and keep indemnified the President of India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of India) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of the terms and conditions of the said contract and /or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the President of India (Govt. of India) shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the President of India (Govt. of India).
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till _____ herein after called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd., by the President of India (Govt. of India) before the said date. Payment

under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the President of India (Govt. of India).

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India).
4. We _____ Bank Ltd., further agree that the President of India (Govt. of India) shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the President of India (Govt. of India) against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we _____ Bank Ltd. shall not be released from our liability under this guarantee by reasons of any such variation or extension being granted to the said contractor or for any forbearance and/or omission on the part of the President of India or any indulgence by the President of India to the said Contractor or by any other matter or thing what-so-ever which, under the law relating to sureties, would but for this provision have the effect of so releasing us from our liability under this guarantee.
5. We _____ Bank Ltd., further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said contractor.

Date _____

Signature _____

Place _____

Printed Name _____

Witness (Name, Designation& Signature)

(Bank's Common Seal)

(Shrish Chandra Srivastava)
Executive Director/TM
For and on behalf of President of Union of India