

GOVERNMENT OF INDIA MINISTRY OF RAILWAYS

Global Tender for Consultancy for Training & Development for UIC-518 standards for Coaching stock

Estimated Value of the Tendered Work/Service:

Rs 6,58,73,500/- (Rupees Six crores, fifty eight lakhs, seventy three thousand and five hundred only) inclusive of all taxes.

Tender Documents

Tender No. RM2/Changeover to UIC-518/2018/GT Opening on 28.08.2018

Total Number of Pages = 40

RESEARCH DESIGNS AND STANDARDS ORGANISATION
MINISTRY OF RAILWAYS
MANAK NAGAR
LUCKNOW-226011
INDIA

Preamble

Tender documents for work of "Consultancy for Training & Development for UIC-518 standards for Coaching stock" have been divided in following parts, as under:-

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Government of India, Ministry of Railways, Research Designs and Standards Organization reserves the right to accept or summarily reject or cancel any or all bids without assigning any reason.

GENERAL INSTRUCTIONS TO TENDERERS

- **1.1** This Tender Document is non-transferable.
- 1.2 DESCRIPTION & LOCATION OF THE ORGANISATION: Research, Designs & Standards Organisation (RDSO) is situated at Manak Nagar, Lucknow which is the capital city of the State of Uttar Pradesh, India. This Organisation is engaged in research, design & standardisation of works in various railway disciplines. Testing Directorate is part of this organization and conducts oscillation trials in the field using Oscillograph cars.
- **1.3** In the bid document '*Railways*' shall mean 'Research Design and Standards Organisation' situated at Manak Nagar, Lucknow. Similarly the word '*Manager/Chief Manager*' shall mean Director Testing/Executive Director/Testing, RDSO or any higher authority of RDSO.
- 1.4 In connection with the work of Consultancy for Training & Development for UIC-518 standards for coaching stock of Indian railways, the Executive Director (Testing)/RDSO on behalf of the President of India invites open tender for the work of "Consultancy for Training & Development for UIC-518 standards for coaching stock". The details of works covered under the Scope of Works are given in "Special terms & conditions/specifications" of the tender documents.
- 1.5 The intending Tenderers are advised to study the tender papers carefully. The submission of the tender shall be deemed to have been done after careful study and examination of the tender papers with a full understanding of the implications thereof.
- **1.6** Pre-bid conference shall be held at RDSO/Lucknow on 26.07.2018 for any clarifications required in the bid document by the potential bidders.
- 1.7 All information in the tender must be in English. Information in any other language must be accompanied by its authenticated translation in English. In the event of any discrepancy between a tender in a language other than English and its English translation, the English translation will prevail.
- **1.8** The tender shall be either typewritten or hand written neatly in indelible ink and corrections, if any, attested by the individual signing the tender.
- 1.9 The cost of tender document is Rs. 10,000/- as stipulated in the tender document payable through separate DD (Demand Draft) in favour of Executive Director/Finance of RDSO and submitted with the bid.
- **1.10** Tenderers should keep their offers valid for period of 90 days from the date of opening of tender.
 - 1.81 The tender shall be addressed to Director Testing (HQ), Air Brake Lab, Testing Directorate, R.D.S.O., Manak Nagar, Lucknow-226011, in a sealed cover & marked "Offer for Works Tender No. RM2/Changeover to UIC-518/2018/GT".

- 1.82 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.
- 1.83 Tender can also be dropped in the Tender Box painted in Blue Colour and written "Mech. Engg. Dte." on Tender Box located in RPF post, near TEN office, RDSO, Manak Nagar, Lucknow-226011. The tender box will be sealed at 14.30 hrs. on 28.08.2018. The tender will be opened on 15.00 hrs. at the location mentioned above on 28.08.2018. The tenderer(s) or their authorized representatives may choose to witness the opening of tender on 28.08.2018 at the same place. The tender document will not be sold after 12.00 hrs. on 28.08.2018.
- 1.84 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 her official email ID.
- 1.85 The tenders complete in all respects shall reach Director Testing (HQ), Air Brake Lab, Testing Directorate, RDSO, Lucknow up to 14.00 hrs. on 28.08.2018. Tenders received after this time & date are liable to be rejected.
- **1.11** Last date for submission and closing of tenders that is, dropping of tender in the Tender Box and sealing of the Tender Box is 28.08.2018 at 14.30 hrs.
- **1.12** All the copies of forms enclosed with tender paper should be duly filled in by the tenderer and attached along with the tender duly signed and Stamped on each page.

1.13 Tenderers should submit the following documents for Technical Evaluation of Bid

Tenderers shall submit documents which are mandatory according to para number 2.6.2.1 of GCC-Service of Indian Railways.

1.13.1 **Tenderers Credentials:**

- The bidder(s) shall submit documents related to completed/on-going SIMILAR service contracts during last three financial years and the current financial year along with the details of payments received. Certificate from client firm(s) authorizing payment received, contract-wise for completed/ongoing similar service contracts should be submitted along with the bid.
- 1.13.2 **Details of Turnover:** Annual turn-over in the last three financial years and current financial year up to the date of opening of bid as per audited balance sheet and, Income statement certified by charted accountant.
- 1.13.3 **Experience of conducting on-track trials** of Railway Rolling Stocks as per UIC-518 and / or EN-14363 standard for customers in last five financial years and current financial year up to the date of opening of tender. Experience or performance certificate from the client firm clearly bringing out the type of trial done, the test standard used and, period of trial.

- 1.13.4 **Experience of consultancy or training** of customers in last five financial years and current financial year up to the date of opening of tender, for one or more activities covered under the scope of accreditation available with the bidder for Testing, Measurement and Testing Equipment. Experience or performance certificate from the customer clearly bringing out the nature of training / consultancy carried out and the period of such training/ consultancy.
- 1.13.5 **Supply of Instrumented Measuring Wheels** on separate supply orders or as part of Testing campaign undertaken for customers in last five financial years and current financial year up to the date of opening of tender. Attach the copy of supply order from the customer clearly bring out the supply of Measuring wheel set and the period of such supply.
- 1.13.6 **Certificate of Accreditation** from authorized international bodies, covering the scope of Testing, Measurement and Testing Equipment services provided by the bidder. The accreditation certificate shall be valid as on the date of opening of tender.
- 1.13.7 **ISO-9001 certificate** covering the field of Testing of Railway Rolling Stock in its scope. The ISO-9001 certificate should be valid as on the date of opening of tender.

The tenders with incomplete documents shall not be evaluated and shall be summarily rejected.

1.14 The RDSO attaches utmost importance to realistic and timely deliveries and completion of the work. The basic consideration and the essence of the contract shall be the strict adherence to the stipulated time frame and proper quality of maintenance.

1.15 General Instructions

- An earnest money equivalent to Rs. 4,79,370/- shall accompany the tender. The tender not accompanied by Earnest Money in any one of the approved forms shall be rejected summarily. The Tenderer is required to deposit an Earnest Money of Rs. 4,79,370/- (Rupees Four Lakh Seventy Nine Thousand Three Hundred and Seventy only) in favour of Executive Director/Finance of RDSO.
- 2 No interest shall be allowed on the earnest money.
- 3 The Earnest Money /Bid Guarantee is likely to be forfeited if the tenderer withdraws commitments, impairs or derogates from the tender in any respect within the period of his offer.
- 4 The Earnest Money of unsuccessful tenderers will be returned to them by RDSO after finalisation of bid process.

- 5 Performance Guarantee (PG) at a rate of 10% of the contractual amount shall be deposited by the successful bidder in the favour of Executive Director/Finance of RDSO. The conditions related to Performance Guarantee shall be governed by para no. 4.11 of GCC-Services.
- 6 **Minimum Eligibility Criteria:** The Tenderers must submit documentary proof for qualifying against the minimum eligibility criteria as per Para no. 2.6.1 of GCC for Service of Indian Railways. The said para 2.6.1 of GCC-Services is reproduced below for ready reference:
 - **2.6.1.1 Work Experience:** The bidder should have satisfactorily completed *in the last three previous financial years and the current financial year upto the date of opening of the tender, 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 means any contract that is so specified by the competent authority.

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.

[The format for experience certificate is placed as *Annexure-II*]

Note:-

The bidder shall submit details of work executed by them in the prescribed format alongwith bid for the service contract 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.

[Format prescribed for details of work executed is furnished at *Annexure-I*]

- **2.6.1.2 Financial Standing:** The Bidders will be qualified only if they have minimum financial capabilities as below:-
 - (i) **T1-Annual Turnover:** The bidder should have an annual 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) **T2-Liquidity:** The bidder should have access to or has available liquid, 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 applicants/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. 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 in India 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.

- 2.6.1.3 Other Criteria: Based on the nature of services required, type of contract and other such considerations, the competent authority may include any other criteria as it deems fit in the minimum eligibility criteria for the qualification of bidders. A sample of technical eligibility criteria has been attached as "Bid evaluation-Technical Criteria" for illustrative purposes.
- 7 The tender, when submitted, shall not constitute an agreement and the tenderer shall have no cause of action or claim against the R.D.S.O. for rejection of his offer. The RDSO shall always be at liberty to reject or accept the offer at its own discretion and any such action will not be called into question and the tenderer shall have no claims in that regard against R.D.S.O.
- Acceptance of tender shall be communicated by FAX/ Telex / Telegram /Express Letter/Email, or a formal letter of Acceptance of Tender. When acceptance is communicated by FAX/ Telex/ Telegram/ Express Letters/Email, the formal letter of acceptance will be sent to the Tenderer as soon as possible. But the FAX/ Telex/ Telegram/Email or express letter should be deemed to conclude the contract.
- 9 The successful tenderer shall be required to execute one or more agreements as necessary with President of India acting through Director General/Executive Director (Testing)/ RDSO as the case may be for carrying out the work as per agreed conditions.

BID FORM (First sheet)

Name of Work/Service: Consultancy for Training & Development for UIC-518

standards for Coaching stock

Tender no.: RM2/Changeover to UIC-518/2018/GT

Research, Design and Standards Organisation

To,
The President of India
Acting through the Executive Director/Testing
Research, Design and Standards Organisation
Ministry of Railways,

- 1. I/We have read the various conditions to the bid attached hereto and agree to abide by the said conditions. I/We also agree to keep this bid open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/we will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for **Research, Design and Standards Organisation**, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within 05 months from the date of issue of letter of acceptance of the Bid.
- 2. I/we also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work according the Special conditions of Contract and Specifications of materials and works as laid down by Research, Design and Standards Organisation in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
- 3. A sum of Rs. **4,79,370**/- (Rupees Four Lakh Seventy Nine Thousand Three Hundred and Seventy only) is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid is accepted and if:
 - a) I/we do not execute the contract documents within fifteen days after receipt of notice issued by the Railway that such documents are ready; and
 - b) I/we do not commence the work within thirty days after receipt of orders to that effect.
- 4. I/We am/are a Micro and Small Enterprise registered from (body approved by Ministry of MSME) with registration No. and terminal validity up to for similar service contracts.
- 5. Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/service.

Signature of Bidder/s
Date
Address

BID FORM (Second sheet)

Name of Work/Service: Consultancy for Training & Development for UIC-518 standards for Coaching stock

- 1. **Instructions to bidder(s) and Conditions of bid:** The following documents form part of bid/contract;
 - a) Bid forms-First Sheet and Second Sheet
 - b) Special Conditions/Specifications (enclosed)
 - c) Schedule of approximate quantities (enclosed)
 - d) Standard General conditions of Contract and Standard Specifications for Materials and Works of Indian Railways as amended/corrected upto latest Correction Slips, copies of which can be seen or obtained from the office of Executive Director (Testing)/ RDSO, Lucknow on payment of prescribed charges.
 - e) Schedule of Rates as amended/corrected upto latest Correction Slips, copies of which can been seen or obtained from the office of the Executive Director (Testing)/ RDSO, Lucknow on payment of prescribed charges.
 - f) All general and detailed drawing pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.
- 2. **Drawings for the Work**: The drawings for the work can be seen in the office of the Executive Director (Testing)/RDSO at any time during the office hours. The drawings are only for the guidance of Bidder(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Manager or her representative from time to time.
- 3. The Bidder(s) shall quote her/their rates as a percentage above or below the Schedule of Rates of **Research**, **Design and Standards Organisation** except where she/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of **Research**, **Design and Standards Organisation**. RDSO does not guarantee work under each item of the Schedule.
- 4. Tenders containing erasures and/or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in her/their entries must be attested by her/them.
- 5. The works are required to be completed within a period of 05 months from the date of issue of acceptance letter.

6. Earnest Money:

a) The bid must be accompanied by a sum of **Rs. 4,79,370**/- as earnest money deposited in cash or in any of the forms as specified, failing which the bid will not

- be considered. However, registered MSEs in terms of Ministry of MSMEs notification No. 503 are exempted from Earnest Money Deposit.
- b) The bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is /are permitted to bid in consideration of the stipulation on her/their part that after submitting her/their bid subject to the period being extended further, if required by mutual agreement from time to time, she will not resile from her offer or modify the terms and conditions thereof in a manner not acceptable to the Manager/Chief Manager. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest money for the due performance of the above stipulation, shall be forfeited to the Railway.
- c) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.11, for the due and faithful fulfilment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/Contractor(s) fail to execute the Contract Document within 15 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 30 days (unless otherwise specified) after receipt of the order to that effect.
- d) Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, by returned to the unsuccessful Bidder(s) within 30 days after finalization of the bid/negotiation, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 7. **Rights of the Railway to Deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no bidder(s) shall demand any explanation for the cause of rejection of her/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
- 8. If the bidder(s) deliberately gives/give wrong information in her/their tender or creates/create circumstances for the acceptance of her /their tender, the Railway reserves the right to reject such tender at any stage.
- 9. If the bidder(s) expire(s) after the submission of her/their tender or after the acceptance of her/their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
- 10. **Bidder's Credentials:** Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.

11. For Manual Bidding:

This bid is called on two packet system basis. The technical bid and the financial bid must be kept in seprate sealed enevelops duly superscripted "Bid No. RM2/Changeover to UIC-518/2018/GT — Technical bid" and "Bid No. RM2/Changeover to UIC-518/2018/GT — Financial bid". Both these enevelops must be kept in a sealed cover, superscripted "Bid No. RM2/Changeover to UIC-518/2018/GT" and should be sent by registered post to the address of Director Testing (HQ), Air Brake Lab, Testing Directorate, R.D.S.O., Manak Nagar, Lucknow-226011 so as to reach her/their office not later than 14:00 hours on 28.08.2018 or deposited in the special box (Tender Box) allotted for the purpose and located in RPF post, near TEN office, RDSO, Manak Nagar, Lucknow-226011. This Special box will be sealed at 14:30 hours on 28.08.2018. The Bid will be opened at 15:00 hours on the same day. The Bid papers will not be sold after 12:00 hours on 28.08.2018.

- 12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
- 13. **Execution of Contract Documents:** The successful bidder(s) shall be required to execute an agreement with the President of India acting through the Executive Director (Testing)/RDSO for carrying out the work according to Standard General Conditions of Contract, Special Conditions/ Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction slips, mentioned in tender form (first Sheet).
- 14. Partnership Deeds, Power of Attorney Etc.: The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
- 15. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorising her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

- 15.1 The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall be signed by such persons as may be legally competent, Association or Society, as the case may be.
- 15.2 The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:
 - a) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.
 - b) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s) authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim(s) preferred by the firm, sign 'No Claim certificate", refer all or any dispute to arbitration and to take similar action respect of all Bids/contract OR said Bid/contract.
 - c) Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 to GCC.
 - d) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA ((Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.
 - e) Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.
 - 15.3 If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the afore-mentioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firs/Joint Venture/registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.
 - 15.4 After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/considered.
- 15.5 A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/Tender condition.

- 16. Employment/Partnership etc. of Retired Railway Employees:
- a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for tasking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.
- b) Should a bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the any department of the Indian Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 7.4 of Standard General Conditions of Contract.

	5.5
	Designation
Signature of Bidder(s)	Research, Designs & Standards Organisation (RDSO)
Date	

Signature

SPECIAL TERMS & CONDITIONS/SPECIFICATIONS

Name of Work/Service: Consultancy for Training & Development for UIC-518 standards for Coaching stock

The following special conditions of the contract (SCC) shall be applicable in this contract in addition to the GCC-Services. In the event of any contradiction between these SCC and GCC-Services, the SCC shall prevail.

- 1. The bids invited against this tender shall be under Two-Packet system and the evaluation of the bids shall be carried out using the Quality and Cost Based System (hereinafter referred as QCBS).
- 2. First the Technical Bids of the bidders shall be opened and evaluated. The financial bids of only those bidders shall be opened who shall attain the minimum qualifying score for their technical bids under the QCBS. The bid with the highest weighted combined score (quality and cost) shall be selected. The relative weightage of the technical and financial bids in this contract shall be in the ratio of 70:30.
- 3. Similar single service contract for the purpose of this tender shall mean "On-track testing of railway rolling stock for the purpose of running dynamics and ride quality measurements as per UIC-518 or EN-14363".
- 4. For proper reflection of annual financial turnover, the audited balance sheet is to be supported along with 'Income Statement' by the bidder.
- 5. In case of foreign bidders, the banking reference from overseas banks shall be acceptable subject to fulfilment of other conditions as prescribed in this bid document.
- 6. Boarding, lodging and all other related expenses of the consulatant and/or his team during all trainings (including classroom training which shall be held at RDSO, Lucknow and on-site training during the demonstration trial) shall be borne by the consultant. Boarding/lodging and other expenses of trainees only shall be arranged by RDSO as per its own internal guidelines.
- 7. The tenderer/firm should comply with all the following requirements in addition to other qualifying criteria and conditions as stipulated in this bid document, in order to be considered for award of the contract. Necessary documents should be enclosed by the bidder in support thereof.
 - a. The firm should have valid accreditation from authorized national/international body for Testing, Measurement and Test Equipment etc for Railway Rolling Stock as per relevant UIC and/or EN standards specifically covering UIC-518 in case of UIC standards and EN-14363 in case of EN standards.
 - i. An Accreditation Certification worded differently but meaning the same in scope will be acceptable for the purpose of this tender.
 - b. The firm should have valid ISO-9001 certification in the field of Testing of Railway Rolling Stock.

- c. The firm should have experience of conducting at least 1 (one) on-track trials of railway rolling stock for ride and safety assessment in the past 5 years according to the UIC-518 and/or EN-14363 standards
- d. The firm should have experience of consultation or training, in last 5 years including the current year upto the date of opening of bids, provided to minimum one customer for any activity covered under the scope of certification mentioned under clause 'a' above.
- e. The firm should be a manufacturer or supplier of Instrumented Measuring Wheels (hereinafter referred as IMW) and should have supplied IMWs to atleast 2 customers in the last 5 years including the current financial year upto the date of opening of tender, either on separate specific orders or as part of Rolling Stock Test campaign undertaken for the customers. In case, the firm is neither a supplier nor a manufacturer of IMWs, the bidder must have experience of operating and using the IMWs in Rolling Stock Test campaigns for customers.
- 8. The minimum qualifying score in the technical bid shall be as prescribed in the 'Bid Evaluation Technical Criteria' provided in the bid document.
- 9. Earnest Money shall be submitted in the form of following instruments:
 - a. Deposit receipt, Pay Orders or a Crossed Demand Draft in favour of the "Executive Director/ Finance, RDSO, A/C "Name of the firm", Lucknow payable at Lucknow, India executed by State Bank of India or any of the Nationalized or Scheduled Bank in India.

For avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act 1934.

- 10. The bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the bid.
- 11. The successful bidder shall execute the contract document within 30 days after receipt of notice issued by Railways that such documents are ready.
- 12. There will not be any advance payment to the contractor/ successful bidder under any name including 'Mobilization Advance'.
- 13. The contractor shall commence the services within 30 days after the receipt by her in writing to this effect from the Manager/Director(RDSO).

14. Payment terms:

- a. The contractor shall raise bills for payment after completion of each item of the contract as mentioned in the schedule of rate (Bid Form Third Sheet). The payment shall be done for 80% of the total payable amount for that item only, after completion of that specific item of work and after certification of the Manager or her representative to that effect.
 - i. For the supply under item number 7 of the Bid Form (Third Sheet)-'Schedule of Rates and Aproximate Quantities', payment of 80% of the cost shall be made against shipping documents and balance 20%

payment shall be done after satisfactory installation, commissioning and proving out test.

- b. The total balance amount payable for each item shall be paid to the contractor after successful completion of the contract and on submission of final bill.
- c. The final bill payment shall be made in accordance with clause 5.11 of the GCC-Services and after submission of a Warranty Bank Guarantee of 10 % of the total cost of deliverables i.e Softwares and Measuring wheel sets (as indicated in the Bid Form- Thrid Sheet) towards maintenance of the equipment/software supplied by the contractor under this contract. The Warranty Bank Guarantee should remain valid for the full warranty period of 2 years plus 60 days.
- d. The warranty bank guarantee shall be released after a period of 2 years from the date of completion of contract.
- e. The Warranty Bank Guarantee shall be in any form as applicable for Performance Bank Guarantee mentioned in this contract. No interest shall be payable to the contractor against the Warranty Bank Guarantee as stipulated hereinabove.
- f. The contract price will be normally paid in the currency or currencies in which the price is stated in the successful bid. However, Indian Railways reserves the right to effect payment of equivalent amount in the currency or currencies of the country of origin of the work/goods/services in case the price is stated in other currencies. The equivalent amount will be calculated on the basis of exchange rate prevailing on the date of payment.
- g. Payments shall be made in INR to Indian firms or, in case of foreign firms, through Letter of Credit (LC). In case of payment through LC, all charges including the confirmation charges of LC, levied by foreign banks shall be borne by the contractor.
- h. All taxes, duties etc leviable on this contract and payable to Government of India as per applicable tax laws shall be deducted by the Indian Railways from the Contractor's Bills before making any payment.
- i. The software and hardware to be supplied under this contract are essentially R&D equipment for the use of Research Designs and Standards Organisation (RDSO) of Indian Railways for the purpose of research and scientific studies. Such supplies are eligible for concessional customs duty as applicable at the time of import to India.
- j. Withholding taxes may need to be paid by an overseas firm if it is a successful bidder as per Government of India taxation laws.
- k. Indian Railways shall not be liable to pay any taxes or duties paid by the contractor due to misclassification.
- 1. **Statutory Variation Clause:** Any statutory variation in taxes or duties arising in future is liable to be admissible only within the original completion period of the contract subject to production of documentary evidence and related government notifications, further subject to indication of the same in firm's offer and contract. The following shall be applicable:
 - i. Reduction in price of the goods and services being supplied by the contractor to Indian Railways, resulting from any reduction or remission of taxes and duties shall be passed onto Indian Railways by the contractor irrespective of the original completion period of the contract.
 - ii. Any increase in taxes and duties beyond the original completion period of the contract shall be borne by the contractor.

- m. Where the bidder has quoted all-inclusive price without mentioning the taxes at present or in future and has also not quoted with Statutory Variation Clause, the contractor shall have to bear the future variations in all such cases.
- n. Tenderer to give consent in a mandate form (Annexure-III) for receipt of payment through ECS /EFT. Tenderer to provide the details of bank account in line with RBI guidelines for the same. These details will include bank name, branch name and address, account type, bank account number and bank & branch code as appearing on MICR cheque by bank. Tenderer to attach certificate from their bank certifying the correctness of all such information.
- o. In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque. Payment by irrevocable letter of credit can also be made. However, in such cases, the contractor has to give a notice of one month before submitting request for payment.
- p. **Paying Authority:** Payment for all items of the contract will be made by Executive Director/Finance, RDSO, Manak Nagar, Lucknow-226011.
- 15. **Price Variation Clause** is not applicable to this contract.
- **16. Insurance:** Insurance cover for all stores including material, instruments and documents in transit shall be provided for by the contractor.
- 17. **Penalty:** A penalty of maximum 10 % of the total value of the contract may be imposed in case of unsatisfactory performance of the contractor. The decision of the Manager/Chief Manager regarding performance of the contractor shall be final and binding in this regard.
- **18.** Settlement of disputes including arbitration between the contractor and Indian Railways, if any, and not provided for in the SCC shall be by way of the GCC-Services.
- 19. **Intellectual Property Rights (IPR):** Full and unconditional rights to any intellectual property arising out of this contract shall vest with Indian Railways who shall be free from all encumberances to use it in any manner deemed fit. However, a separate Memorandum of Understanding in this regard shall be entered by the bidder with Indian Railways before signing of the contract agreement. This Memorandum of Understanding (MoU) shall inter alia cover conditions for sharing of IPR and confidentiality issues.

20. Price Basis:

- i. Tenderers are required to quote on firm price basis.
- ii. The prices quoted must include all charges e.g. Taxes (withholding Tax, GST etc.), levies, duties, cess, packing, forwarding and delivery charge etc. as applicable.
- iii. The prices should be stated only in one currency and should be either in the currency of the bidder's country or in US dollar or in any other currency widely used in International trade. Tenderers belonging to countries with which Government of India have Rupee Payment Agreements should quote the entire bid price in Indian Rupees.

iv. **Optional Comprehensive AMC:** (Item number 7 in the Bid Form – Third Sheet)

In addition to the tendered work, the bidder must also quote her rate (in the rate sheet specified for this purpose appearing after the Bid Form (Third Sheet) in this document) on firm price basis for Comprehensive Annual Maintenance of the software and hardware equipment of Instrumented Measuring Wheels and related Data Transmission and Recording Equipment for a period of 5 (five) years. The rates should be quoted separately for each of the five years and also cumulative for five years. The rates shall be inclusive of all spares, material and labour costs. All the applicable taxes should be indicated separately. The following conditions apply:

- a) These rates shall **not** be used for the purpose of evaluation of the bid and shall **not** entitle the successful bidder for award of the Annual Maintenance work for the IMW software and equipment supplied under this contract.
- b) Indian Railways reserves the right to place an order for Comprehensive Annual Maintenance of the software and IMW equipment supplied under this contract to the successful bidder at the rates declared by her in her bid. Such an order by Indian Railways shall be binding on the contractor who shall execute the work of Annual Maintenance of the supplied software and IMW equipment to the satisfaction of Indian Railways at the quoted rates which will remain applicable on yearly basis and not subject to any changes except statutory changes in taxes and duties as compared to quoted rates.
- c) The duration of the CAMC shall be for a period of five years from the date of expiry of warranty.
- d) The complete Maintenance work for the IMW (hardware and software) shall need to be completed at site in RDSO, Lucknow without any precondition and all cost for any transportation of material and men and any other logistical arrangement which may become necessary pursuant to such maintenance activity shall be borne by the successful bidder in case the work is awarded to her.
- e) The CAMC shall include calibration of the IMW and related equipment at the periodicity recommended by the designer/manufacturer.
- f) The cost for any replacement of any parts of the IMW and related equipment necessary during the CAMC period shall be borne by the contractor.
- g) The AMC shall include atleast one preventive maintenance schedule and two breakdown maintenance schedule in one year.
- h) A Bank Guarantee equal to 1/4 of annual value (highest of the annual values if the rates offered for various years are different) of AMC subject to a minimum value of 1.25 % of the quoted cost of the Instrumented Measuring Wheel set including concomitant accessories and software will be submitted by the Contractor to Indian Railways 90 days before the expiry of warranty. The BG for the AMC shall have validity of 5 years plus three months. The bidder can submit multiple BG for lesser duration to cover the period of 5 years plus three months ensuring the uninterrupted validity of the AMC BG for 5 years plus three months. The Warranty Bank Guarantee shall be released after submission of this

- BG for AMC. The AMC BG will be returned on completion of AMC period. Incase, the tenderer fails to provide AMC services successfully; the AMC BG will be forfeited.
- i) The contractor must ensure that in case a failure/breakdown of IMW system is reported by Indian Railways, the contractor's qualified engineer must visit the site for rectification within seven calendar days from the date of such intimation by Indian Railways. Complaints shall be lodged by consignee by fax, e-mail or per bearer at address given by the tenderer. The responsibility to keep the failure reporting address details current will rest with the tenderer.
- j) **Penalty:** The IMW system shall not have a downtime of more than 10% in any year worked out on calendar days basis. This down time shall be calculated excluding the seven days period permitted to contractor for deputing her engineer at site for rectification. In case the downtime is more than 10% of the calendar days in any year, penalty at the rate of 1% reduction in the amount payable for every 1% increase in downtime beyond 10% in that year shall be levied on the bills of the contractor for CAMC for that year.
- k) In case of damage to the IMW system on account of any external factor, viz., floods, earthquake, fire, arson or sabotage, entire cost of spare parts and material necessary for repair of the IMW system shall be borne by the railways. However, the tenderer shall provide services of their engineers free of cost as a part of AMC to restore the IMW system to working order.
- 1) Normally annual payment at the yearly rate quoted by the tenderer for the CAMC will be made to the tenderer within 30 days from the end of that year subject to submission of the following documents by the tenderer:
 - Consignee's certificate for work done with calculation of down time and penalty applicable.
 - Bills submitted by the tenderer & accepted by consignee.
 - Attested photocopy of the AMC BG.
- m) The AMC contract can be terminated in following ways:
 - Consignee may terminate the AMC in the event of failure of tenderer to provide the CAMC services as per the AMC agreement in addition to encashing of AMC BG.
- n) Any other conditions from the bidder's side should be explicitly mentioned by the bidder in the rate sheet for CAMC of IMW.

21. Scope of Work:

Important note:

- (1. EN-14363 standard is considered as equivalent to UIC-518 for the purpose of this scope of work and wherever UIC-518 is mentioned it shall mean either UIC-518 or EN-14363. However, the complete work shall be done according to one of these aforementioned two standards.)
- (2. The title of this work makes a reference to Coaching stock only. However, in view of the fact that UIC-518 / EN-14363 standards are equally applicable for all types of rolling stock with only minor variations between different types of rolling stock, the

scope of work in this tender has been extended to cover all types rolling stock in operation or likely to be in operation with Indian Railways and not limited to coaching stock only. This shall ensure that capability building of Indian Railways is done for all types of rolling stock and that the complete UIC-518/EN-14363 standard is covered instead of just the part(s) related to coaching stock.)

The scope of work shall be as under:

(EN-14363 standard is considered as equivalent to UIC-518 for the purpose of this scope of work and wherever UIC-518 is mentioned it shall mean either UIC-518 or EN-14363. However, the complete work shall be done according to one of these aforementioned two standards).

- 1) Training: The consultant shall train Indian Railways personnel thoroughly in the Statistical Evaluation based Methods for Testing of Rail Vehicles namely the UIC-518 and related standards. This training shall be of the nature of classroom training and also field experiences by organizing mock or actual trials as per the UIC-518 and related standards.
 - a. The training shall be organized for 25 to 30 personnel of Indian Railways who shall be nominated by Indian Railways. The nominated personnel will have a basic engineering background.
 - b. The training shall cover
 - i. Classroom training sessions covering all aspects of vehicle trials for assessment of safety and comfort of rail vehicles including but not limited to;
 - 1. The complete UIC-518 pamphlet (latest version), explanation and derivation of terms, track classification procedure, track selection procedure, data acquisition procedure, pre and post processing of data, data analysis techniques, assessment of results and presentation of results.
 - 2. The sensors/transducers commonly used for trials and their characteristics, selection of sensors/transducers for acquisition of required parameters' data, the wiring scheme between sensors/transducers and Data Recording or Acquisition equipment (DAQ), precautions to be followed for data acquisition, dealing with noise and unwanted data, etc.
 - 3. Analysis of track data of Indian Railways network obtained through Track Recording Cars, used by Indian Railways, for classification of track as per the UIC-518 pamphlet and related standards and selection of track for vehicle assessment trials according to UIC-518 pamphlet based on such classification.
 - 4. Introduction, explanation, data acquisition and analysis methods for comfort assessment in coaching stock as per relevant standard applicable in either UIC system or EN system.

2) Assessment and Classification of Indian Railway track as per UIC-518:

1. The Indian Railways will classify its track, on chord base using its own limits of standard deviation for different track parameters and applying statistical process, to determine track quality levels of QN1, QN2 etc required for ontrack tests as per UIC-518/EN-14363. Brief details of this procedure are provided for guidance at para 5 below.

- 2. The Consultant shall assess the suitability of the procedure outlined above and define a 'correction procedure', to make the values of the track alignment comparable to the absolute measurements referenced in UIC-518/EN 14363.
 - a. Indian Railways will, if required, provide to the Consultant track data of required length not exceeding 10,000km for the assessment of suitability and determination of 'correction procedure' as mentioned hereinabove.
 - b. The Consultant shall explain the basis used for determination of the 'correction procedure' to Indian Railways.
 - c. The consultant shall provide a software to Indian Railways which can determine track zones and track sections where trials would need to be conducted to meet the requirements of the UIC-518/EN-14363. The aforementioned software shall incorporate the 'correction procedure' referenced above, as necessary.
- 3. The consultant shall train the Indian Railway personnel (about 10 personnel with basic engineering background) in use of the aforementioned software for determination and identification of track zones and track sections for trials. The training should enable the trained personnel of Indian Railways to independently analyse, assess and identify the Indian Railway track zones and sections for trials in accordance with the UIC-518 pamphlet requirements, upon completion of such training, without any additional inputs or assistance from the consultant at a later stage.
- 4. The aforementioned software, with license for a minimum of 5 standalone machines, shall become the property of Indian Railways after completion of aforementioned training, without any restrictions on its use by Indian Railways.
- 5. The procedure used by Indian Railways to classify the track using chord base is outlined below:
 - a. Track data of IR Track is recorded by inertial principle of track geometry measurement at a sampling interval of 0.25/0.30 metre with a band pass filter of 3 to 70 metre.
 - b. After acquisition of data on absolute profile, the data is processed to derive the track geometry data on two chords. These chords have been defined as short and long chords.
 - c. The Short Chord for Unevenness (Vertical Profile) and Alignment (Lateral Profile) has been fixed as 9.0 metre. The Long Chord for Unevenness (Vertical Profile) and Alignment (Lateral profile) has been fixed as 18.0 and 15.0 metres respectively.
 - d. The QN1, QN2 and QN3 limits on both long and short chord in SD and Peak form has been fixed on maintainability criteria. The QN1 limits refers to the track, which requires regularly planned maintenance and QN2 limit refers to the track which requires urgent or short term maintenance. QN3 values have been fixed as 1.3 times of QN2 values.
 - e. QN1 limits has been fixed corresponding to the 50% value on CFD of Unevenness and alignment of Track and QN2 limits has been fixed corresponding to 90% value of CFD of Unevenness and Alignment of Track.
 - f. The values arrived on maintainability has been verified w.r.t the values arrived at on ride criteria. The QN1 values have been checked with values corresponding to preferred values of ride and QN2 values have been checked w.r.t the values corresponding to Limiting values of Ride.

- g. The QN1, QN2 and QN3 values have been specified in following three speed bands:
 - I. Upto 105 KMPH
 - II. > 105 < 130 KMPH
 - III. > 130 < 160 KMPH
- h. The SD values specified in above 03 speed bands on short and long chord are given in the table below:

QN1 Tolerances

S.N	Parameter	Speed Band of < 105 Kmph	Speed Band of > 105< 130 kmph	Speed Band of > 130< 160 kmph
1.	UN-9.0 m	5.0 mm	4.0 mm	2.9 mm
2.	UN-18.0 m		5.5 mm	4.3 mm
3.	AL-9.0 m	3.4 mm	2.5 mm	2.0 mm
4.	AL-15.0 m		4.0 mm	2.7 mm

QN2 Tolerances

S.N	Parameter	Speed Band of < 105 Kmph	Speed Band of > 105< 130 kmph	Speed Band of > 130< 160 kmph
1.	UN-9.0 m	6.7 mm	6.0 mm	4.4 mm
2.	UN-18.0 m		7.8 mm	6.6 mm
3.	AL-9.0 m	4.1 mm	3.9 mm	3.6 mm
4.	AL-15.0 m		6.8 mm	2.0 mm

Note: QN3 tolerances are 1.3 * QN2

ON IR QN1 Tolerances has been defined as planned maintenance

ON IR QN2 Tolerances has been defined as Intermediate maintenance

ON IR QN3 Tolerances has been defined as Urgent/Immediate Maintenance

- i. Further details/clarifications as required by the Consultant during the project implementation stage would be provided by Indian Railways (Track Machines and Monitoring Directorate of RDSO).
- 3) Data Analyses and Reporting Software: The consultant shall develop/provide a computer software package for pre and post processing of acquired data for analysis and assessment of data in line with the requirements of UIC-518 Pamphlet.
 - a. The software should also be capable of printing final assessment reports with minimal user based inputs in the format generally followed for presentation of reports for trials as per the UIC-518 pamphlet.
 - b. The consultant shall train Indian Railway personnel (about 15 personnel with basic engineering background) in use of the data analysis and reporting software package mentioned above as well as precautions, limitations and intricacies related to its use so that the trained Indian Railway personnel are able to operate and use the software without any further assistance from the consultant.
 - c. The software for data analysis and reporting, mentioned above, shall become a property of Indian Railways without any restrictions on its use and installation on any number of computers/laptops and other suitable machines.

- 4) Limit values for vehicle assessment parameters for Indian Railway rolling stock: The consultant shall assess the broad design features of commonly used rolling stock of Indian Railway and the raw data of Oscillation Trials of these representative rolling stock as per the UIC-518 method. She will make use of these details to derive the qualifying limits for various vehicle ride and safety assessment parameters which are required as per UIC-518 pamphlet, suitable for Indian Railway BG (broad gauge) track conditions. These details and any data so provided shall be treated as confidential in nature and are not to be used for any purpose (other than for the compliance of the scope of work in this tender) without written authorization from RDSO.
 - a. The representative rolling stock (Locomotives, Coaches and Wagons) for this purpose shall be decided jointly between the Consultant and RDSO.
 - b. Indian Railways will carry out the trials of the selected representative rolling stock after the complete process has been explained by the Consultant and relevant training provided to the IR personnel.
 - i. These trials will be according to the procedure outlined in UIC-518 and as explained by the Consultant. However, it must be noted by the consultant that Instrumented Measuring Wheel may not be available for such rolling stock of Indian Railways and the relevant force data at axle box level will be provided to the extent feasible during the said Oscillation Trials.
 - ii. These trials will be done to generate relevant data for the use of Consultant for the specific purpose outlined above and therefore will be limited in scope as guided by the Consultant.
 - iii. Efforts will be made to complete trials of the selected representative rolling stock in 3 months period after which the acquired data will be provided to the Consultant.
 - c. The consultant shall explain in detail the methodology used and the assessment results obtained for arriving at the limits for various parameters, of such selected representative rolling stock of Indian Railways as mentioned above, for compliance with the UIC-518 pamphlet.
- 5) Demonstration using mock/actual trials on Indian Railway track: The consultant shall conduct field trials as per the trial protocol manual referred above for one type of coaching rolling stock of Indian Railway in India on BG track and present report of the trials to Indian Railways.
 - a. The trials shall be conducted in India on BG track of Indian Railways to demonstrate the suitability of the trial protocol developed by the consultants applied to Indian Railways' rolling stock and to train the Indian Railways personnel in conducting trials.
 - b. Trials shall be conducted for one coach (namely a variant of LHB coach used by Indian Railways) selected by Indian Railways for this purpose.
 - c. The consultant shall involve and guide the Indian Railway personnel for these trials with the express intent of training them on conducting actual trials according to the UIC-518 pamphlet using the trial protocol manual provided by the consultant.
 - d. The consultant shall select the track section(s), in consultation with RDSO, where the trials are to be done out of possible alternatives provided by Indian Railways. All efforts shall be made by the consultant that the track stretches selected for trial are, in so far as possible, kept very close together so that movement of the test formation is kept to bare minimum over Indian Railway open-lines (commercial lines) without any compromise on the trial protocol and the requirements of the UIC-518 pamphlet.

- e. The trained Indian Railway personnel shall be fully involved by the consultant at every stage of the trial including but not limited to, track selection, selection of tests on rolling stock, instrumentation scheme, data acquisition, pre and post processing of data, analysis of data, assessment of results and, presentation of report.
- f. The administrative and operational expenses involved in these trials such as obtaining required approvals, rolling stock availability for trials, crew, path, fuel, haulage, motive power, inspection and maintenance facilities for test rolling stock etcetera shall be borne by Indian Railways. Trained personnel of Indian Railways shall assist and carry out instrumentation, data acquisition and analysis of the test rolling stock under the supervision and guidance of the consultant as part of their training. All other expenses related to these trials, not expressly admitted by Indian Railways as mentioned above, including all expenses related to supply of Instrumented Measuring Wheels with its Data Recording/Acquisition Equipment and, consultant's Manpower including their transportation, lodging etcetera shall remain the responsibility of the consultant under the scope of this contract.
- g. The consultant shall be guided by the following additional stipulations in regard to conduct of these trials over Indian Railways track:
 - i. The consultant, in consultation with RDSO, shall make out a detailed test campaign document indicating, inter alia, all the selected track locations where trial data is to be recorded, the required speed for each trial run over each selected location, the duration for which Indian Railways' open line (commercial lines) track will likely remain occupied during each run, the number of trial runs required over each selected location, number of days required for on-track trial (in calendar days with breakup of work days and rest days), the trial train configuration, parameters to be recorded, instrumentation profile and locations.
 - ii. Indian Railways shall make available the selected track for trial purposes at the dates and times convenient to it so that disruption to normal traffic is bare minimum. The dates will be finalized in consultation with the consultant so as to enable him for deputing his technical and other personnel for physical conduct of trial accordingly.
 - iii. During any day identified for trial, the permission for movement of trial formation for trials will be provided by Indian Railway at its convenience and the consultant must be ready to conduct the trial at such times as may be provided for this purpose. Efforts will be made by Indian Railways to provide the trial path (permission for movement of trial formation for trial data recording) during the daylight hours i.e. 0600-1800 hours IST.
 - iv. In case of any unforeseen event such as heavy rains, dense fog, traffic congestion, OHE disruption or other maintenance works etc, the date and time previously provided by Indian Railways for trial may be rescheduled. The revised dates and time will be communicated to the consultant tenderer by Indian Railways as soon as possible in such circumstances and the successful tenderer shall abide by the rescheduled dates and times so advised.
 - v. The consultant shall provide required number of suitable Instrumented Measuring Wheels (IMWs), related DAQ system & data acquisition software, various sensors and their DAQ with acquisition and recording software, cables, connectors etc as necessary for the said

- Mock/Demonstration trials. This means, inter alia that the complete instrumentation and data acquisition set-up (hardware and software) shall be provided by the Consultant except power supply for the said set-up which shall be arranged by Indian Railways. The complete set-up including the sensors, cables, connectors, DAQs, IMWs and acquisition/analysis software etc shall become the property of RDSO after completion of the trials.
- vi. Before the aforementioned set-up is handed over to RDSO by the consultant, Indian Railways shall make arrangements for safety of the sensors/transducers, data acquisition system and other equipment provided by the consultant for the purpose of trials and fitted on the test formation. However, in case of any loss or accidental damage of such sensors and other equipment due to theft, mishandling etcetera, Indian Railways shall not be under any liability to pay compensation to the consultant on this account and the consultant shall have to make good the deficiency at his own cost.
- vii. The consultant shall observe all instructions related to safety and operations/trial runs as communicated by Indian Railways through its authorized personnel at all times.
- 6) Supply of Instrumented Measuring Wheels with Data Recording System: The consultant shall supply one set of Instrumented Measuring Wheels system for LHB coach used by Indian Railways, for the trials of Indian Railway rolling stock on Indian Railway track.
 - a. The IMW system (along with its Data recording equipment and software for data acquisition and analysis) shall be supplied to Indian Railways and used for the aforementioned mock/demonstration trials by the consultant. After completion of the trials, the complete IMW system shall become the property of Indian Railways with no restriction on its use in any manner whatsoever.
 - b. The warranty and any other concessions associated with the IMW system supplied by the consultant shall also devolve to Indian Railways consequent upon the transfer of IMW system to Indian Railways.
 - c. The consultant shall arrange for specific training to Indian Railway personnel, involved in the aforementioned trials, in the operation and maintenance of the IMW system supplied by the consultant.
 - d. Indian Railways will supply two basic wheelsets (two discs mounted on one axle is one wheelset) to the consultant for necessary instrumentation and other activities for making IMW sets. The wheelset supply shall be ex-India from RDSO Lucknow and the consultant shall deliver the completed IMW sets back at RDSO Lucknow. The complete activity of transportation of the wheel sets ex-RDSO Lucknow and back along with related costs etc shall fall under the scope of the consultant. Indian Railways will provide necessary documentation to the consultant for the purpose of transportation, customs clearance etc.
- 7) **Trial Protocol Manual:** The consultant shall develop trial protocol for Indian Railway rolling stock to enable their trial on track in accordance with the stipulations of the UIC-518 stipulations for different designs and operating conditions encountered on Indian Railways.
 - a. The trial protocol shall be in a type-written report format (Trial Protocol Manual) and shall cover the complete process of rolling stock testing for dynamic behaviour assessment that is, identification of tests to be conducted, identification of parameters to be assessed, classification and selection of track for trials, selection of sensors and transducers and their data recording/acquisition system, pre and post processing of data including different filters at acquisition and processing stages, application of different rolling stock

- parameters and their limit values, data processing, assessment and results, reporting of results etcetera, except administrative requirements such as nominating a team for trials, obtaining statutory permissions for trials etc.
- b. The trial protocol should cover various types of rolling stock operated on Indian Railways under broad categorization as in the UIC-518 pamphlet and the methodologies to be followed for each type of rolling stock.
- c. The trial protocol manual shall be self-contained to enable complete conduct, assessment and reporting of any rolling stock trial on Indian Railways by trained Indian Railway personnel with minimal reliance on referring extraneous documents for this purpose.
- d. The consultant shall supply the trial protocol manual in soft copy (PDF format) ready to print and also in hard bound printed copies (100 numbers) to RDSO. Indian Railways shall have exclusive rights over the trial protocol manual developed and supplied by the consultant without any restrictions on its use in any way whatsoever.

BID FORM (Third Sheet)

SCHEDULE OF RATES AND APPROXIMATE QUANTITIES

Name of Work/Service: Consultancy for Training & Development for UIC-518 standards for Coaching stock

Rates should be quoted separately for each item

Item	Description of Item of	Approximate Quantity	Unit	Basic rate per unit in	Taxes and rate	Total Rates per	Amount with
No.	Work/Service			Figures and words	of taxation, if	unit in Figures	currency
					any	and Words	·
A	В	C	D	E	F	G = E + F	H= D*G
1	Training on UIC-518/EN-	Approx. 25 persons for	01				
	14363 standard requirement	minimum 15 days					
2	Track Assessment and	Approx. 1000Kilometer	01				
	classification of IR Track and						
	software as per requirement of	Software with license for	01				
	UIC-518/EN-14363 &	05 machines;					
	Training	Training for 10 persons	01				
		for minimum 5 days					
3	Determination of applicable	Different rolling stock	01				
	limit values for IR rolling stock						
	as per requirement of UIC-	Coach, Wagon etc.)					
	518/EN-14363.						
4	Software for processing of data		01				
	according to UIC-518/EN-	restrictions for number					
	14363.	of machines;					
		Training of about 15	01				
		persons for minimum 05					
		days.					
5	Manual of Trial protocol as per	100 hard bound copies	01				
	requirements of UIC-518/EN-	plus soft copy in PDF					
	14363.	Format.	0.1				
6	Demonstration of the trial	One trial with LHB	01				
	process by mock testing as per	coach as test vehicle.					
	requirement of UIC-518/EN-						
	14363.						

7	Supply, Installation and Commissioning of One measuring wheelset system with 02 wheelsets as per requirement of UIC-518/EN-14363.	wheels) for LHB Coach			
Total	amount (in figures & words)				

The quantities shown in above Schedule are approximate and are as a guide to give the Bidder(s) an idea of quantum of work involved. The Railway reserves the right
o increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.
/We undertake to do the work at % above/below the Schedule of Rates of the Railway at the rates quoted above for each item (wherever percentage
ates are not invited kindly see note given below)
Dated:
Signature of the Bidder(s)

Note: Columns A to D shall be filled by the office of the Authority inviting Bid. Columns E & F shall be filled by the Bidder(s) only when percentage Bids are not invited.

RATE SHEET FOR COMPREHENSIVE ANNUAL MAINTENANCE SERVICE FOR INSTRUMENTED MEASURING WHEEL SET

Name of Work/Service: Consultancy for Training & Development for UIC-518 standards for Coaching stock.

Sr.	Description		Rate f	year	Cumulative Cost of	
No.		Year	Basic Rate	Taxes and rate of taxation (GST etc)	Total Rate (in figures and words)	CAMC for 5 years (in figures & words) with Currency
1	Annual maintenance service charges for maintaining 01 measuring wheel set (means 02 axles with wheels) for LHB	Year 1 Year 2				
	Coach comprising with i.e. Measuring wheel, telemetry system, DAQ system etc.	Year 3 Year 4				
		Year 5				

Notes:

- 1. The rates quoted should be inclusive of all taxes and discount (if any). The offers wherever rates are not quoted in this manner are liable to be summarily rejected.
- 2. Rate to be quoted for above works should be in figures and words. In case of any difference in the rates quoted in figures and words the rates quoted in words only will be considered as correct.

Signature of Tenderer with SEAL

Bid Evaluation- Technical Criteria

The following criteria shall be applied for evaluation of technical bids of the Bidder(s). A minimum of 30 marks is essential for opening of Price bid.

Weig Technical Criteria	Documentation	Scoring method
ntage	required	
Details of pervious work done The bidder(s) shall submit documents related to completed/ongoing SIMILAR service contracts during last three financial years and the current financial years along with the details of payments received. Such previous experience shall be classified as follows: Payment received: a. More than or equal to 80% b. More than or equal to 60% c. More than or equal to 45% (Bidder(s) without a single work of similar nature or payment received less than 35% of the advertised value of the bid are not eligible)	Certificate from client firm(s) authorizing payment received, contract-wise for completed/orgoing similar service contracts.	Scoring: Maximum marks under this head is 100. a. 100 marks if the bidder has completed received payment as under: From 1 project, payment more than or equal to 80% of the advertised bid value Or from 2 projects, payment more than or equal to 60% in each project of the advertised bid value Or from 3 or more projects, payment more than or equal to 45% in each project, of the advertised bid value b. 60 marks if the bidder has completed or received payment as under: From 1 project, payment more than or equal to 60% of the advertised bid value Or from 2 projects, payment more than or equal to 45% in each project of the advertised bid value c. 20 marks if the bidder has completed or received payment as under: From 1 project, payment more than or equal to 45% of the advertised bid value d. 10 marks if the bidder has completed or received payment as under: From 1 project, payment more than or equal to 35% of the advertised bid value
Annual turn-over in any of the last	sheets and	Scoring: Maximum marks under this head is 100. a. 100 marks if the bidder has annual turnover more than 25 times the advertised value of the work.
Ann	-	

		financial year up to the date of opening of bid. (Bidder(s) whose annual turn-over is less than 1.5 times the advertised bid value of the work are not eligible)	statements certified by CA	 b. 70 marks if the bidder has annual turnover more than or equal to 10 to 25 times the advertised value of the work. c. 50 marks if the bidder has annual turnover more than or equal to 5 to 10 times the advertised value of the work. d. 30 marks if the bidder has annual turnover more than or equal to 1.5 to 5 times the advertised value of the work.
3.	35%	Experience of conducting on-track trials of Railway Rolling Stocks as per UIC-518 and / or EN-14363 standard for customers in last five financial years and current financial year up to the date of opening of tender. This shall be assessed on the basis of number of on-track trials conducted for customers in past 5 years.	Experience or performance certificate from the client firm(s) clearly bringing out the type of trial done, the test standard used and, period of trial.	Scoring: Maximum marks under this head is 100. a. 100 marks if the bidder has conducted five or more on-track trials. b. 80 marks if the bidder has conducted four on-track trials. c. 60 marks if the bidder has conducted three on-track trials. d. 40 marks if the bidder has conducted two on-track trials. e. 20 marks if the bidder has conducted one on-track trial.
4.	20%	Experience of consultancy or training of customers in last five financial years and current financial year up to the date of opening of tender, for one or more activities covered under the scope of accreditation available with the bidder for Testing, Measurement and Testing Equipment. This shall be assessed on the basis of number of such completed consultancies or trainings.	Experience or performance certificate from the client firm(s) clearly bringing out the nature of training / consultancy carried out and the period of such training/ consultancy.	 Scoring: Maximum marks under this head is 100. a. 100 marks if the bidder has conducted five or more training/consultancies. b. 80 marks if the bidder has conducted four training/consultancies. c. 60 marks if the bidder has conducted three training/consultancies. d. 40 marks if the bidder has conducted two training/consultancies. e. 20 marks if the bidder has conducted one training/consultancy.

5.	10%	Supply of Instrumented	Experience or	Scoring: Maximum marks under this head is 100.
		Measuring Wheels on separate	performance	a. 100 marks if the bidder has supplied five or more sets of IMWs
		supply orders or as part of Testing	certificate from	to customers.
		campaign undertaken for customers	the client firm(s)	b. 80 marks if the bidder has supplied four sets of IMWs to
		in last five financial years and	clearly bringing	customers.
		current financial year up to the date	out the scope of	c. 60 marks if the bidder has supplied three sets of IMWs to
		of opening of tender.	supply of IMW.	customers.
				d. 40 marks if the bidder has supplied two sets of IMWs to
		This shall be assessed on the basis of		customers.
		number of IMW sets supplied.		e. 20 marks if the bidder has supplied one set of IMWs to customers.
				Set of IMW means wheels fitted on minimum two axles for any-one type
				rolling stock.

NOTE:

- 1. The total marks received by a bidder under each head above shall be multiplied with the percentage weightage indicated against each and then added up to determine total marks for that bidder.
- 2. The minimum qualifying marks in the technical evaluation bid of any bidder after considering weightage shall be 30 out of maximum 100.

Illustration sheet for Evaluation of Bids

Bids will be evaluated by the method of Quality and Cost Based System (QCBS) mentioned in para 2.6 (C) of GCC-Services. The bid document specifies the minimum qualifying score for the quality of technical bid and also the relative weightages to be given for quality and cost at the ratio of 70:30 in this contract.

• Evaluation of Technical Bid accordingly sheet name "Bid Evaluation-Technical Criteria" attached with the Tender documents.

S. No	Name of Bidders	Technical Criteria	weightage % (S)	Maximum Score	Obtained Technical Score by the bidder (Q)	Quality score of the bidder Quality score = (S x Q)/100
1.	M/s "A"	Details of previous work done as mentioned in "Bid Evaluation-Technical Criteria"	25%	100	i.e. 60	15
		Detail of turnover	10%	100	i.e. 100	10
		Experience of conducting on-track trials	35%	100	i.e. 80	28
		Experience of consultancy or Training of customers	20%	100	i.e. 40	8
		Supply of Instrumented measuring wheels	10%	100	i.e. 100	10
			Total	Score obtain	ed by the bidder "A"	71
2.	M/s "B"	Details of previous work done as mentioned in "Bid Evaluation-Technical Criteria"	25%	100	i.e. 70	17.5
		Detail of turnover	10%	100	i.e. 100	10
		Experience of conducting on-track trials	35%	100	i.e. 60	21
		Experience of consultancy or Training	20%	100	i.e. 50	10
		of customers				
		Supply of Instrumented measuring wheels	10%	100	i.e. 80	8
			Total	Score obtain	ed by the bidder "B"	66.5

S.	Name of	Technical Criteria	weightage	Maximum	Obtained Technical	Quality score of the bidder
No	Bidders		% (S)	Score	Score by the bidder	Quality score = $(S x)$
					(Q)	Q)/100
3.	M/s "C"	Details of previous work done as	25%	100	i.e. 90	22.5
		mentioned in "Bid Evaluation-Technical				
		Criteria"				
		Detail of turnover	10%	100	i.e. 100	10
		Experience of conducting on-track trials	35%	100	i.e. 80	28
		Experience of consultancy or Training	20%	100	i.e. 70	14
		of customers				
		Supply of Instrumented measuring	10%	100	i.e. 90	9
		wheels				
	Total Score obtained by the bidder "C				ed by the bidder "C"	83.5

S is Score given out of 100 for Technical criteria

Q is Quality weighting (%) – as decided by the procuring entity

The weightage of the Technical Bid is 70% in the overall evaluation as mentioned in special terms and conditions of bid documents.

Technical (Quality) Weightage

Q = (obtained score x Decided ratio of technical)/100

M/s "A" = $(71 \times 70)/100 = 49.7$

M/s "B" = $(66.5 \times 70)/100 = 46.55$

M/s "C" = $(83.5 \times 70)/100 = 58.45$

Evaluation of Financial Bid: According to QCBS method, the weightage of Financial Bid is 30%.

Bid Evaluation-Financial Criteria

The following criteria shall be applied for evaluation of Financial Bid of the Bidder(s).

- Total price quoted by the bidder inclusive of all taxes shall be arrived at as per her bid.
- The financial bid evaluation shall have two parts for marking/evaluation. Part 1 will be out of 80 marks and part 2 will be out of 20 marks. Thus the total marking will be out of 100 marks for Financial Bid.
- The marks obtained by each bidder in part 1 and 2 will be added to arrive at total marks out of 100 in Financial Bid evaluation.

Sl.	Financial Criteria	Documentation Required	Scoring method
No		-	_
1.	In part 1, the lowest bid shall be given 80 marks.	Filled up "BID FORM (Third Sheet)"	Scoring: Maximum marks under this head is 80.
	The other bids shall be given proportionately lower marks according to their total bid value.	Schedule of Rates and	
-	•		
2.	In part 2, the marking will be out of 20 marks:	Approximate Quantities	Scoring: Maximum marks under this head is 20.
	With more marks being given to bids which are more below the estimated value of the tender.		 0 marks if bid value is more than estimated value 5 marks if bid value is 95% up to 100% of the estimated value. 10 marks if bid value is 90% up to less than 95% of the estimated value. 15 marks if bid value is 80% up to less than 90% of the estimated value. 20 marks if bid value is less than 80% of the estimated value.

Note: In case the rates are quoted in currency other than Indian Rupee, the amount in Rupees for the purpose of evaluation shall be arrived at by considering the B.C. (Base currency) selling exchange rate established by the State Bank of India prevailing as on the date of Tender opening.

Illustration sheet for Evaluation of Financial Bid

• Evaluation of Financial Bid accordingly sheet name "Bid Evaluation-Financial Criteria" attached with the Tender documents. i.e. the estimated cost of bid is 20 crore

S.No	Name of	Part 1	Part 2	Max marks is 100
	Bidders	Max marks 80	Max. marks 20	(Part 1 + Part 2)
1.	M/s "A"	80 mark obtained	Bid value as percentage of estimate value = 90%	80 + 10 = 90
			Therefore, marks = 10	
		L1 as per lowest quoted rate i.e. 18 crore		
2.	M/s "B"	i.e. (18/19.5)*80 = 73.8	Bid value as percentage of estimate value = 97.5%	73.8 + 5 = 78.8
		L2 as per lowest quoted rate i.e. 19.5	Therefore, $marks = 5$	
		crore		
3.	M/s "C"	i.e. (18/21)*80 = 68.5	Bid value as percentage of estimate value = 110%	68.5 + 0 = 68.5
		L3 as per lowest quoted rate i.e. 21 crore	Therefore, $marks = 0$	

According to QCBS method, the weightage of Financial Bid is maximum mark of 30 as per decided ratio of evaluation of bid Cost score weighting C = (Mark obtained in financial bid x Decided weightage of financial bid i.e.30)/100

M/s A has obtained = (90/100)*30 = 27

M/s B has obtained = (78.8/100)*30 = 23.64

M/s C has obtained = (68.5/100)*30 = 20.55

Name of Firms	Technical Weightage obtained (Q)	Financial Weightage obtained (C) i.e.	Total Score (Q + C)
	i.e. 70 maximum	30 maximum	
	(Total mark obtained x 0.7)	(Total mark obtained x 0.3)	
M/s A	49.7	27	76.7
M/s B	46.55	23.64	70.19
M/s C	58.45	20.55	79

Hence to above, which bidder will be obtained Max. Weightage in both i.e. Technical and Financial bid that should be the successful bidder.

Format for Details of the Previous Works/Services by the Bidder

SI No	Name of the Work	Brief Scope of Work (Indicate activities covered under the scope, especially those which relate to technical evaluation of your bid)	Details of Firm/Client for whom work was done	Experience certificate from Firm/Client enclosed? (Yes/No)	Value of Work as per Agreement indicating currency unit (in figure and words)	Due date of completion (in case of continuing work)/ Actual completion date	received against the	
1.								
2.								
3.								
4.								
5.								

^{*}Financial Year is taken from 1st April of a year upto 31st March of succeeding Year e.g. the period of 1st April 2015 to 31st March 2016 is taken as Financial Year 2015-2016.

In case payment for a single work has been received in different financial years, indicate payment received against each financial year for that work.

On the Issuing Firm/Client's Official Letterhead

Referen	ce No: Dat	e of Issue:
.	Work Experience Certifica	
It is	certified that <u>M/s bidder/executing agency's nam</u> have completed/in process of completing* tl	•
Certifica	ate Issuing Firm's Name and address. *(Strike out which	· ·
Sl No	Item	Details
1.	Name of Work/Service	
2.	Agreement Number with date and, name & address of agency to whom the work awarded	
3.	Brief scope of the work/service.	
4.	Agreement Value indicating currency unit (in words and figures)	
5.	Due date of completion as per agreement	
6.	Number of extensions granted	
7.	Actual Date of completion of work/service (if completed)	
8.	Total Value of Payment released to the executing agency against the agreement indicating currency unit (in words and figures)	
9.	Remarks about quality of performance of the executing agency under the agreement	
	o certified that I, <u>Mr/Mrs/Ms</u> working as <u>Name</u> , am authorized to issue this certificate to <u>bidden</u>	
behalf o	f <u>Issuing Firm's name</u> having offices located at <u>address</u>	of issuing firm.
		(Signature)
	Affix Office Seal/	Full Name
	Stamp here	Designation Contact details

MANDATE FORM

Electronic Clearing Service (Credit Clearing)/ Real Time Gross Settlement (RTGS) facility for receiving payments.

A.	Details	of	Account	Holder:-
----	---------	----	---------	----------

Name of Account Holder	
Complete Contact Address	
Telephone Number/FAX/E-mail	

B. Bank Account Details:-

Bank Name	
Branch Name with complete address,	
Telephone no. and E-mail	
Whether the Branch is computerized?	
Whether the branch is RTGS enabled? If	
yes then what is the Branch's IFSC Code	
Is the Branch also NEFT enabled?	
Type of Bank Account (SB/Current/Cash	
credit)	
Complete Bank Account No. (Latest)	
MICR Code of Bank	

Date of effect:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the use Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Signature of Customer

Date

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date:

Signature of Customer

- 1. Please attach a photocopy of cheque along with the verification obtained from the bank.
- 2. In case your Bank Branch is presently not "RTGS enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.

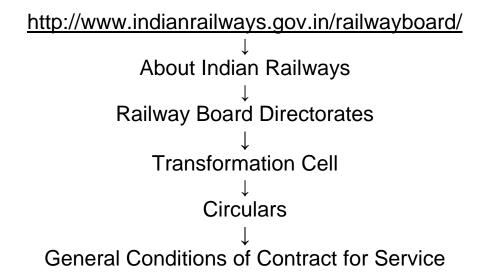
NOTE:- Refund of Security Deposit/Hire Charges

Due to operation of E-payment w. e. f. 01/04/2012 the Mandate form may please be submitted, duly verified by the bank, to this office for claiming Refund of Security Deposit/ Hire Charges along with a photocopy of blank Cheque.

For Service Contracts, Indian Railways follows the document titled

"General Conditions of Contract for Services"

This document is applicable to the present tender and may be downloaded by using the following link and navigation chart



http://www.indianrailways.gov.in/railwayboard/uploads/directora te/Transformation_Cell/Circulars/GCCS_R.pdf