

Pithampur dated 24.11.2023

NATRAX/PROC/T&D/23/45/8165

Subject: Issue of Corrigendum 8, amendments to dates for EOI No. NATRAX/PROC/T&D/23/45 - Development winch/pulling mechanism for Safety Barrier restraint testing at NATRAX.

Dear Bidder,

The following new insertion/amendments to dates are hereby issued which shall be part of bid document;

1. Amendment of date for bid submission

Sl no	Activity	Amended/new dates
01	Last date of Submission	26.12.2023 within 3:00 PM at NATRAX
02	Date, time & place of opening	26.12.2023 at 3:30PM at NATRAX

With regards,

Head-Procurement & Stores



Pithampur dated 17.10.2023

NATRAX/PROC/T&D/23/45/8082

Subject: Issue of Corrigendum 7, amendments to EOI No. NATRAX/PROC/T&D/23/45 - Development winch/pulling mechanism for Safety Barrier restraint testing at NATRAX.

Dear Bidder,

The following new insertion/amendments are hereby issued which shall be part of bid document;

1. Bidders query about estimate for the subject work: The interested bidders may arrive at the cost after reviewing the following which shall be based on their own experience and wisdom but not limited to below;
 - b) Bidders to assess the manpower involved in Concept, Drawing, Design, DPIR preparation as per scope of work
 - c) Bidders to assess the cost involved for documentation i/c manpower and resources (Pre & Final) as per scope of work
 - d) Bidders to assess the Cost to be incurred for visiting NATRAX facility as per scope of work
 - e) Bidders to assess the Tentative overhead, transportation and profit over and above the basic cost as applicable or bidders think appropriate
 - f) Any others cost/charges as per scope of work provided with bid documents
 - g) Contingency if any applicable
 - h) Taxes applicable if any,
 - i) Cost of execution may be arrived by bidder based on the BOQ as per DPIR which is to be submitted by bidder, (quote for optional item)

2. Amendment of date for bid submission

Sl no	Activity	Amended/new dates
01	Last date of Submission	25.11.2023 within 3:00 PM at NATRAX
02	Date, time & place of opening	25.11.2023 at 3:30PM at NATRAX

Thanking You,
Yours faithfully

Head-Procurement & Stores

Pithampur dated 05.10.2023

NATRAX/PROC/T&D/23/45/ 8055

Subject: Issue of Corrigendum 6, amendments to EOI No. NATRAX/PROC/T&D/23/45 - Development winch/pulling mechanism for Safety Barrier restraint testing at NATRAX.

Dear Bidder,

The following new insertion/amendments are hereby issued;

Replies to Pre-bid queries are attached.

1. Bidding forms -10 pages
2. Detailed scope of works -4 pages
3. Special conditions of contract (SCC) -9 pages
4. Site Map- 2 pages
5. Financial bid – 1 page

Thanking You,
Yours faithfully

Head-Procurement & Stores

Enclosed: 26pages





Bidding Forms

Forms to be included in the Technical Bid Envelop

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

Table of Forms

Form 1: Technical Proposal Submission Form

Form 2: Bidder's Information Sheet

Form 3: Financial Capacity

Form 4: Annual Consultancy Turnover

Form 5: Current Contract Commitments / Works in Progress

Form 6: Deleted

Form 7: Proposed Schedules for Implementation and Work Methodology

Form 8: Consultant Experience

Form 9: Letter of undertaking



Form 1: Technical Proposal Submission Form

[Location, Date]

Invitation for Bid No.:

Dated:

To:

The Head (Procurement & Store)
National Automotive Test Tracks
Pithampur

c

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
"Development winch/pulling mechanism/vehicle guidance system for Safety Barrier restraint testing at NATRAX. "
- (c) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (e) We are not associated nor has been associated in the past, directly or indirectly, with a consultant, or any other entity that has prepared the design, specifications and other documents for this Invitation for Bids;
- (f) We also declare that the Government of India has not declared us, and any of our Sub consultants or Consultants for any part of the Contract ineligible or black listed on charges of engaging in corrupt, fraudulent, collusive or coercive practices.
- (g) We understand that you are not bound to accept the highest ranked bid or any other bid that you may receive.

Name

In the capacity of

Signed

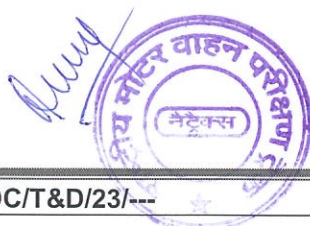
Duly authorized to sign the bid for and on behalf of

Date



Form 2: Bidder's Information Sheet

Bidder's legal name	
In case of consortium, legal name of each member	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are attested copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above.</p> <p><input type="checkbox"/> 2. Authorization to represent the entity or consortium named in above.</p> <p><input type="checkbox"/> 3. In case of consortium, the inter-se agreement between the members of the consortium.</p>	



Form 3: Financial Capacity

Each Applicant or member of a consortium must fill in this form

Financial Data for Previous 3 Years [INR Equivalent]		
Year 1: 2019-2020	Year 2: 2020-2021	Year 3: 2021-2022

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- ☐ Report from tax consultants also applicable in case the above information is not available with bidders.
- All such documents reflect the financial situation of the Applicant or member to a consortium, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



Form 4: Annual Consultancy Turnover

Each bidder or member of a consortium must fill in this form

The information supplied should be the Annual Turnover of the bidder or each member of a consortium in terms of the amounts billed to clients for each year for work in progress or completed, in INR.

Annual Turnover Data for the Last 3 Years (Consultancy only)	
Year	INR
2019-2020	
2020-2021	
2021-2022	
Total	



Form 5: Current Contract Commitments / Works in Progress

The bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current INR Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INR/month]
1					
2					
3					
4					
5					
6					



Form 7: Proposed Schedules for Implementation and Work Methodology

The Consultants should prepare and submit the sequence and estimated time required to complete the design in the form of Bar Charts or any other planning technique and Work Methodology for the major items of the Works to be executed at site. These Method Statements shall be sufficiently detailed to include narrative descriptions, explanatory diagrams, illustrations and time schedules including specific quality.



Form 8: Consultancy Experience

Each bidder or member of a consortium must fill in this form

General Consultancy Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the bidder	Role of bidder





(FORM-9) LETTER of UNDERTAKING

[On the letterhead of the bidder]

LETTER OF UNDERTAKING

Date:

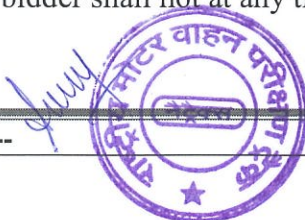
To:

National Automotive Test Tracks
Pithampur

Reg: ----- name of work.

The undersigned bidder acknowledges that the bidding Document issued to the bidder is confidential and personal to the undersigned bidder and the undersigned bidder hereby undertakes and agrees as follows:

1. That the undersigned bidder shall maintain the confidentiality of Confidential Information (defined hereinafter) in accordance with procedures adopted by the undersigned bidder in good faith to protect confidential information of third parties delivered to undersigned bidder, provided that the undersigned bidder may deliver or disclose Confidential Information to the undersigned bidder's authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Undertaking,
2. "Confidential Information" means the Bidding Document and everything contained therein, all documentation, data, particulars of the Works and technical or commercial information made by (or on behalf of) National Automotive Test Tracks (NATRAX) or obtained directly or indirectly from National Automotive Test Tracks (NATRAX) or its representatives by the undersigned bidder or which is generated by the undersigned bidder or any information or data that the undersigned bidder receives or has access to, as a result of the Bidding Document, as being confidential information of National Automotive Test Tracks (NATRAX), provided that such term does not include information that (a) was publicly known or otherwise known to undersigned bidder prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by undersigned bidder or any person acting on undersigned bidder's behalf.
3. The undersigned bidder shall not at any time whatsoever:



- (i) Disclose, in whole or in part, any Confidential Information received directly or indirectly from the National Automotive Test Tracks (NATRAX) to any third party.
 - (ii) Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.
4. In case the bid of the undersigned bidder is not accepted and immediately upon the acceptance of the bid of any of the other bidder, the undersigned bidder, shall:
 - (i) Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
 - (ii) Destroy all copies of Confidential Information in its possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
5. The undersigned bidder shall certify to the National Automotive Test Tracks (NATRAX) that it has returned or destroyed such Confidential Information within two (2) days of such a request being made by National Automotive Test Tracks (NATRAX).

Name of bidder

Signature of Authorised Representative





DETAILED SCOPE OF WORKS

A. Introduction

The essential purpose of Towing winch mechanism is to guide and control vehicle at the specified speed and make sure that the hitting angle of vehicle is as perfect as possible. Winch also serve to signify, maintain specified speed of the vehicle, minimise the damage to the vehicle due to overturing after the release and ensure proper results of the crash barrier testing.

NATRAX is using the towing mechanism for conducting the road safety barrier testing, To avoid the failure, it is very important to set up a dedicated winch/pulling mechanism in the existing facility, which will pull the test vehicle and runs/guided through rail and rope system and release at specified point with emergency brake for the better accuracy of the system inside the NATRAX.

The National Automotive Test Tracks (NATRAX-Indore) is set up to be will be a world-class automotive proving ground on 2960 acres land for comprehensive testing and evaluation of all type of vehicles. The site is located between NH-3 and N-59 and well connected with road. The facility has all types of surface type to test vehicles against varying terrains and stringency. The large part of test load on this facility is related to evaluation of automotive performance such as max speed, acceleration, break, efficiency, noise, vibration, handling, stability etc. NATRAX will be the Centre of Excellence for Vehicle Dynamics. NATRAX wishes to obtain the design and specifications of a Mechanical/Electric winch mechanism for their crash barrier testing facility in its premises at Indore. Consultant is putting forth a proposal for preparing a DPR for the Mechanical/Electric winch mechanism for this crash barrier testing facility.

Detailed scope of consultancy

Scope of work for Design and development of Winch, Rail & Rope Vehicle Guidance system for Crash Barrier Testing on Existing Acceleration Lane of General Road (T-16) of NATRAX,

- a) The consultants shall design Winch mechanism or Vehicle Guidance or pulling or Drive mechanism including design of Civil work (Grouting details of Rails and associated works), Mechanical work (Motors and system required), Electrical works and requirement, Rail & Rope drive system and automation system (if applicable) for testing up to TB61 i.e. 16,000 Kg. vehicles as per standard. The EN 1317 & MACH being referred for this testing.
- b) The consultants shall design the Rail & Rope vehicle guidance mechanism (Winch), which shall be capable to cater the Maximum speed limit up to 110Km/hour for the vehicle to be used in testing.





- c) The Consultant shall provide the suggestion/design/details of Platform and existing acceleration surface (General Road T-16) as per EN 1317 & MACH as applicable.
- d) The consultants shall define/design/detail a system, which shall be run through rope system on channel without any extended arm and also channelize the rope through the same Rail/Channel grouted on the existing Road surface.
- e) The consultant shall define/design/detail the vehicle pulling system which includes electric pulling system, power supply from the local network, frequency converter, electric motor steel cable and all rope rolls. it should absolutely be ensured that enough power is available spontaneously, different options. Optimum would be via the local power grid and its own transformer. Combine with Diesel power Units are also possible as well as all combinations, define demands on frequency converter, Define demands on electric motor with a nominal capacity.
- f) The consultant shall provide the design/details about Design of Emergency stop system: In case of a necessary abortion of the test, the brakes must be activated autonomously to prevent secondary collisions or collision risks.
- g) The consultants shall provide the design/details about efficient documentation of the various tests, utility requirements i.e. area will be equipped with electric wires for LAN, power supplies and trigger cables, including the design of electric boxes and their location at the Crash Barrier Testing site.
- h) Method statement for each system to be established for execution/fixing of Rail & Rope Guidance on the existing Bituminous surface/Road.
- i) Consultant to Ensure the Workability and Viability of Rail Rope Guidance system after execution of system.
- j) Provision of list of equipment's and services required to establish the Rail & Rope vehicle guidance system in all respect.
- k) Provision to extended the rail & Rope Vehicle Guidance system for future expansion if required.
- l) Supervision of consultant during the execution of work (based on need of NATRAX, to be quoted separately per visit)

Important specifications available at the site:

Following specification available at Existing Crash Barrier Testing site





- a) **Acceleration Lane-** Bituminous Road (Black Top) of 7.0M wide along with 1.0M earthen shoulder both side available at NATRAX, approx. length 2.2Km and connected with Crash Barrier Testing Platform. Acceleration lane with camber on both sides from Centre and the gradient from start point to platform is varying from 0.00% to 0.784% in various stretch of 2.2Km
- b) **Crash Barrier Testing Platform-** Murrum Platform of 120mx15m available to install the testing crash barrier.
- c) **Expansion availability-** Area available for expansion on both sides of acceleration lane and after crash barrier testing platform
- d) Proposed winch arrangement (Rail & Rope or Vehicle guidance system)-shall be designed upto 500m length and it is also extendable if require in future (consultants design and modify the length as per requirements).

Proposed Activities to be carried out by consultants

- a) Preparation of DPIR along with Bill of Quantity, Technical Specification, design report, drawings etc.
- b) Drawings shall be prepared/provided for every aspect/step of work for winch arrangements or vehicle guidance system, this includes Civil, Electrical, Mechanical system and utility drawings as applicable.
- c) Preparation and provision of Design report of Civil, Electrical, Mechanical system for winch arrangements of rope and/or vehicle pulling guidance system, including specified pulling capacity at mentioned speed as per the applicable Indian/international standard
- d) Design and specification of items for vehicle Drive/ guidance System.
- e) Preliminary design and specification of items for Emergency stop system
- f) Design report and item specification for cabling/ wiring for test infrastructure.
- g) Preparation of tender documents for tendering purpose and submission of probable agencies to have similar nature of work experience.
- h) Site Visit by consultant during the course of execution of work after tender process at least 2-3 visit is required.

Deliverables by consultant

The Detailed Project Information Report (DPR) include the followings:

- 1) Modification or improvement in existing area on site and optimum arrangement of the





facility.

- 2) Drawings with respect to General overview, Asphalt work, Foundations for rails/ropes, Foundations for motors, Rope course, Foundations for guidance systems, Foundations for rope wheels, Foundations for add on testing (e.g. different suggested barrier foundations) and requisite GFCD's to execute the works in all respect.
- 3) Drawings and Definition of the demands of the mechanical winch system and its control system: Control computer for the rope, Software for the control of the system, Rope tensioning system, all rope rolls including mountings.
- 4) Drawing and design details of the emergency stop system.
- 5) Test infrastructure wiring: Assist design, Provision of drawings on request if any change occur, provide equipment lists, modified drawings if required.
- 6) design report of the vehicle guidance system along with calculation.
- 7) Vetting and validation of systems after execution of works as per the Indian/ international standard as applicable.

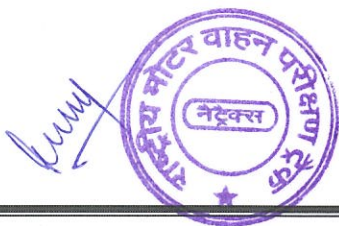
Timelines

Consultant is recommended to submit the draft DPIR for client review within 6 weeks from issuance of Work order. Final DPIR shall be provided after correction in draft DPIR within 2 weeks from the date of correction along with all deliverables, drawings, details and design report.

These details are provided for giving additional information to the Bidders and for reference purpose only.

Deliverables for validation of designs of Winch Mechanism or Vehicle Drive/pulling system at NATRAX, Pithampur

Under these deliverables, NATRAX will provide all relevant information or documents as submitted by earlier contractor and as built drawings, site photographs available with NATRAX.





SPECIAL CONDITIONS OF CONTRACT

GENERAL

MINIMUM ELEGIBILITY CRITERIA

The bidder shall satisfy the following minimum eligibility criteria to participate in the Tender.

- (a) Should have combined turnover of at least INR 1.0 Crore (INR 10 Million) from the business or from the consultancy works, during last 3 financial years (2019-20, 2020-21 & 2021-22).
- (b) Experience of more than 5 years as Main Consultant/Lead Member in a Consortium. Expertise in the field of **Consultancy for Execution, Development, supply/installation of winch/pulling mechanism/vehicle guidance system for Safety Barrier restraint testing**. The bidder is required to furnish the relevant proof.

Bidder need to submit all relevant documents sought in "Bidding forms"

- The Bidder shall necessarily be a legally valid entity either in the form of Proprietary firm, Partnership firm, Private Limited Company or a consortium of several firms.
- The Bidders are expected to carefully examine all the contents of the tender documents including instructions, conditions, terms, specifications and drawings and take them fully into account before submitting their offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bidders which are not responsive to the requirements of the tender documents will be rejected.
- While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- The tender prepared by the Bidder and all correspondence and documents relating to the tender, exchanged between the Bidder and NATRAX shall be in the English language.

Each page of the Tender documents should be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the tender documents. Any Tender with any of the Documents not so signed is liable to be rejected at the discretion of NATRAX.

The Bid submitted on behalf of a Firm shall be signed by all the partners of the Firm or by a Partner who has the necessary authority on behalf of the Firm to enter into the proposed contract. Otherwise, the Tender may be rejected by the NATRAX.





The bidder who has been black listed or terminated by any of the Govt. Bodies shall not participate in the bidding process. Incase found at any stage latter NATRAX reserve the rights to terminate the contract without prior notice.

The Consultant shall design/validate all the utilities works as defined in scope of works at relevant Item of detailed scope of works (DSW) and as per instructions of NATRAX or NATRAX's authorised representative. If in the opinion of NATRAX, changes have to be made in the design and it desires the consultant to carry out the same. The decision of NATRAX in such cases shall be final and shall not be open to arbitration.

The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Scope of works, may inspect the sites of the work, if they so desire, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto on its own expenses or seek clarifications from NATRAX.

The successful Bidder shall co-ordinate with the NATRAX representative and other consultant, equipment suppliers appointed by NATRAX to ensure that the work proceeds smoothly without delay as and when required as per instructions of NATRAX and to ensure this, one design co-coordinator is required to be placed at NATRAX HQ.

The successful bidder shall have capacity and will be required to take up the utilities design work based on the priorities and timelines given by the NATRAX for more than one location simultaneously.

The NATRAX reserves the right to split up the works and award these to more than one consultant to complete the design project within the desired time.

The NATRAX reserves the right to increase /decrease quantum of any/all works under the detailed scope of works and not to operate any/all the items in the scope of works. NATRAX also reserves right to change the scope of works, resulting in operating any additional scope of works and in such cases, the rates and the completion time shall be mutually agreed. Any increase in the original total value shall liable the consultant to suitably modify the value of the PBG.

The work shall be carried out strictly in accordance with the Preliminary specifications & information given by NATRAX and also in compliance of the requirements of the Indian/International standards/ International best practices and also in compliance of regulatory authorities/local bodies and no deviation on any account will be permitted. Any amendments resulting out of the comments from local /regulatory authorities should be incorporated without any extra cost. The documentation required for obtaining





statutory approvals will be consultant's scope, however the action for obtaining the approvals is in NATRAX's scope.

The successful Bidder shall enter into contract and duly sign an Agreement within thirty (15) days from the date of issue of Letter of Acceptance (LoA). The LoA issued by NATRAX to the Bidder will constitute a binding to the Contract between NATRAX and the person so tendering, whether such formal agreement is not subsequently executed. The successful Bidder shall accept the LoA within three (3) days from the date of issue of such letter.

The bid price of the successful bidder shall be valid for 12 months from the date of issue of Letter of Acceptance (LoA)

AMENDMENT TO TENDER DOCUMENT

Addendum / Corrigendum to the tender document may be issued prior to the date of opening of the Bids to bring certain/necessary clarify to the tender documents or to incorporate any modifications, insertions, deletions etc. All such addendum / corrigendum shall be treated as an integral part of the tender.

In order to afford prospective bidders, reasonable time for preparing their tenders after taking into account such amendments, NATRAX may, at its discretion, extend the deadline for submission of tenders.

PROCESS TO BE CONFIDENTIAL

Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

Any effort by a Bidder to influence NATRAX or any of its functionaries in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Bid.

As part of his Technical Bid, the Bidder shall be required to furnish an undertaking for confidentiality as "Letter of Undertaking".

NATRAX's RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDDERS

NATRAX reserves the right to accept / reject or modify any tender, and to annul the





tender process and reject all tenders, at any time prior to award of Contract, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for NATRAX's action.

SCOPE OF WORKS

The scopes of works are described under Section, Detailed Scope of Works (DSW), including relevant Annexure.

SUBMISSION OF BIDS

- The bids containing the **Technical bid envelop** and the financial bid envelop shall contain the following as mention below:

Part – 1(a):

- i. Duly filled and signed on all pages of the Tender documents as issued by NATRAX (in Original)
- ii. The documents in proof of meeting the minimum eligibility criteria as per Item minimum eligibility criteria (Self attested copies)

Part -1(b) shall contain following dully Filled Forms -

- i. Form 1: Technical Proposal submission firm.
- ii. Form 2: Bidder's Information sheet.
- iii. Form 3: Financial Capacity.
- iv. Form 4: Annual Consultancy turnover.
- v. Form 5: Current Contract Commitments / Work in Progress.
- vi. Form 6: deleted
- vii. Form 7: Proposed Schedule for Implementation and Work Methodology
- viii. Form 8: Consultant Experience
- ix. Form9: Letter of Undertaking

Part-2: The Financial Bid (One original)

- i. The price quoted by the bidder in the format of Bill of Quantities (BOQ) shall be **inclusive of all taxes and duties** and must be submitted in a **separate sealed envelope**, along with the financial proposal submission form.





TIME SCHEDULE

- Consultant is recommended to submit the draft DPIR for client review within 6 weeks from issuance of Work order. Final DPIR shall be provided after correction in draft DPIR within 2 weeks from the date of correction along with all deliverables, drawings, details and design report.
- The time is essence of the contract. The design/validation works as per this contract shall have to be completed within the stipulated time **from the date of issue of 'Work Order'** with the required input documents from NATRAX, to be issued on site wise.
- Time allowed for carrying out the works as mentioned above shall be strictly observed by consultant and shall have to submit the WEEKLY progress report and action plan to NATRAX and such action plan shall be reckoned from the date of issue of such requisite input (Technical Documents) from NATRAX.

Defect Rectification.

- The consultant shall find suitable solution for the resolution of technical/design queries during execution of works by NATRAX's works contractor. Such issues shall be resolved by the consultant within one week from the date of issue of such letter by NATRAX.

Completion certificate.

- Upon the completion of all the works as mentioned in the detailed scope of works, NATRAX shall issue 'Completion Certificate' on site wise for final release of payment to the consultant.

VALIDITY OF BIDS

- Bids shall be unconditional, firm and remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids. Any Bid having validity lower than that specified above shall be rejected by NATRAX as being non responsive. However, NATRAX may request the Bidders to extend the Bid unconditionally beyond the Bid validity period up to an additional period of sixty (60) days without any modification and without giving any reason thereof. Conditional extension of bid validity shall not be accepted and NATRAX reserves right to reject such bid/s and proceed with the bidding process with the remaining bidders.
- Any Bidder shall not be allowed to carry out any revision / correction / modification in his Bid after the last date of submission of Bids.





- In case NATRAX calls the Bidder for negotiations/clarifications then this shall not amount to cancellation or withdrawal of original offer.

BILL OF QUANTITIES

- The bidders must quote the rates strictly as per the items as described in the BOQ's and Shall not alter any of the contents in the bid.
- The items which are not specifically detailed in the BOQ item description, but are part of the item as per standard engineering practices, are deemed to be included in the respective and no separate / additional amount in price will be permitted for the same.
- The prices shall be quoted in Indian Rupees only.

BID OPENING.

Technical & Financial Bids Opening

- The Technical & Financial Bid shall be opened as per time notified by at the NATRAX office in the presence of the Bidders or their duly authorized representatives who choose to remain present at the time of opening the Bids.
- The sealed bid envelop shall be opened in the presence of Bidders or their duly authorized representatives at the time notified by NATRAX.
- A letter of authorization shall be submitted by the Bidder's representative at the time of opening of Bids.
- Absence of Bidders or their duly authorized representatives shall not impair the legality of the bid opening process.
- All Bidders or their duly authorized representatives shall be required to sign the main bid envelopes by way of confirmation of sealed bid status at the time of opening of bids.
- After identification signing, the NATRAX's representative shall open the main bid envelope. After opening, Bidders or their duly authorized representatives shall be required to sign the technical and financial bid envelopes of all the Bidders.
- Refusal to sign the bid envelopes at any stage by any of the Bidder or his duly authorized representative may disqualify such Bidder from the bidding process at the discretion of NATRAX at the time of opening of the Bids.
- The Technical and Financial Bid envelopes shall thereafter be opened and a preliminary scrutiny of contents of each of the Technical Bids as specified in the Tender Documents shall be carried out.
- No Bidder shall be allowed to propose/carry out any revision / correction / modification in his Price Bid offer. Only NATRAX can ask for such revisions from all, in view of the boundary conditions like fluctuations in rate/change in the scope of supply etc. during the technical bid evaluation period.
- Absence of Bidders or their authorized representatives shall not legally impair the





process.

Financial Bid Evaluation

- The responsiveness of the bid shall be assessed based on the submission, on the latest financial format in case revised by addenda. For the evaluation of the Financial Bids, the eventual Bid prices shall be ascertained after considering all the terms and conditions associated with the Bid price specified in the Financial Bid document (such as unit, qty, rate and total) and after detailed scrutiny of the financial bid.
- For evaluation of bid prices, NATRAX shall consider the item rate up to the fraction of 2 decimals only.

Procedure for Arithmetical correction

- NATRAX reserves the right to include or exclude any component of the financial bid or the price quoted by the Bidder, and/or, load the bid price as per its discretion to bring the bids at a common platform and to ensure level playing of bids to work out the Bid Price for evaluation and comparison of bid prices.
- If there is a discrepancy between the sub total/s and the total price that is obtained by multiplying the unit price and quantity/adding the sub total/s, the sub total/s shall prevail and the total price shall be corrected, unless in the opinion of the Employer that there is an obvious misplacement of the decimal point in the sub total price, in which case the total price as quoted shall govern and the sub total/s shall be corrected;
- If there is an error in a total, corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- The amount stated in the Letter of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder.
- If a discount is offered in a financial proposal, such discount will be applied on prorata basis against each item of the financial form except the price part/s not considered for the "Total price for the package".
- In case an additional component is loaded by the bidder on its bid price, after totaling the prices of schedules, such sum shall be applied on prorata basis on all the items to work out the item rates.

DETERMINATION OF THE SUCCESSFUL BIDDER

- The Bidder meeting the minimum eligibility criteria with the lowest bid price, subject to





arithmetical correction, shall be deemed as the successful Bidder. Any omission of the item rate/s in the financial bid, as considered appropriate by NATRAX, to be absorbed by the bidder in their total Bid price subject to restriction of quantity as specified in the BOQ.

- In the event of more than one bidder with the lowest price bids (say equal), the bidder with the highest 'cumulative annual consultancy turn over of the last 3 F.Ys' would be deemed as 'Successful Bidder' with respect to the submission of proof of documents as submitted by the bidder.
- NATRAX does not undertake to accept the lowest or indeed any bid.

NOTIFICATION OF AWARD

- Prior to the expiry of the period of Bid validity prescribed, NATRAX shall issue to the successful Bidder the "Letter of Acceptance" (LoA) in duplicate, who will return one copy to NATRAX duly acknowledged and signed by the authorized signatory, within 3 days of receipt of the same by him.
- The Letter of Acceptance will constitute a binding to the contract and form an integral part of the contract agreement.

SIGNING OF CONTRACT AGREEMENT

- The Successful Bidder shall enter into and duly sign the Contract Agreement, , for the Consultancy works within thirty [15] days from the date of issue of letter of acceptance. But the written acceptance by NATRAX of a Bid will constitute a binding to Contract between NATRAX and the person so tendering, whether such formal agreement is not subsequently executed.
- NATRAX shall prepare the Contract Agreement in two copies, which shall indicatively be in the format duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder within Fifteen [15] days of the date of receipt of the "Letter of Acceptance" duly acknowledged and signed by the successful Bidder. The Contract shall be governed by the conditions spelt out in Special Conditions of Contract, Detailed scope of works and all other conditions of contract as mentioned in tender Document.
- The Successful Bidder shall return both copies of Contract Agreement duly signed by the authorized signatory within seven [7] days of receipt of the copies of the Contract Agreement from NATRAX. NATRAX shall have both copies of Contract Agreement duly signed by the authorized signatory. NATRAX shall get the correct amount of stamp duty adjudicated by the registrar of Stamps, Delhi and have the Contract duly stamped and executed. One copy of the Contract duly signed by NATRAX and the Successful Bidder





through their authorized signatories will be sent by NATRAX to the Successful Bidder, on receipt of the Performance Bank Guarantee.

- After the execution of 'Contract Agreement', NATRAX shall issue the 'Notice to proceed', which shall also be binding to both the parties.

MOBILISATION ADVANCE PAYMENT

- Upon the written request from the Consultant, NATRAX shall pay an advance payment as 'Mobilisation Advance' up to 10% of the total contract amount. Such request for advance payment shall be accompanied with a Bank Guarantee from a Scheduled bank in India, equal to the sum of the advance payment, valid for at least 8 months. NATRAX shall pay the advance Payment within 7(seven) days of the receipt of the Advance Payment Guarantee. The advance payment shall be charged with an interest at 10% per annum.
- A fund utilization certificate, against the details of utilization of advance payment and its recovery schedule, not exceeding 6 months from the date of release of such advance payment shall be submitted to NATRAX by the consultant. In case the recovery does not happen within 6 months from the date of release of advance payment, NATRAX shall have full rights to recover the full/ balance amount by invoking the bank guarantee.

NON-EXCLUSIVITY

- The right of the Successful Bidder to perform Design Consultancy Works or any part thereof pursuant to the Contract, is not exclusive and shall not prevent NATRAX from granting a similar right to other parties.

VARIATIONS

- If any minor changes (does not involve any major redesign) are required to be done during the execution time, the consultant shall modify the drawing without any extra payment.
- The consultant shall have to rectify the designs at no cost to NATRAX, in case such modifications are required to be done during the defect rectification period.
- The consultant's design document & detailed design must match with equipment supplier's design, after the design approval by NATRAX, and if the consultant shall have to redesign the particular item of work(s) at no extra cost to NATRAX.

LIQUIDATED DAMAGES:

- In case of delay in deliverables from the agreed schedules, LD shall be levied@0.1% per week of the final contract price per day. (Maximum up to 10% of the Contract price).



Financial bid

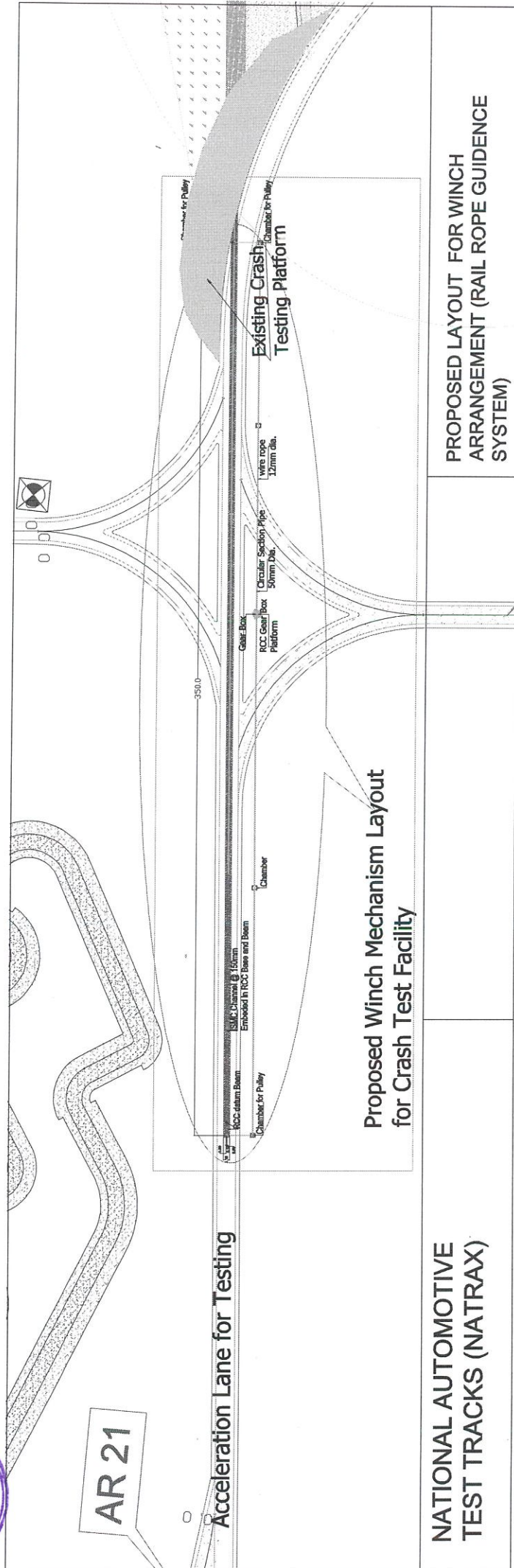
Sl no	Description of work	Unit	Rate incl. GST	Amount incl. GST
1	Consultancy services as per Detailed scope of work	Job		
2	Site visit during execution with subject expert (maximum 2 days)	Per visit		
3	Quote for execution of work as per DPR and details scope of work submitted by consultant <u>(Optional)</u>	Job		
	Total			





AR 21

Acceleration Lane for Testing



Proposed Winch Mechanism Layout
for Crash Test Facility

NATIONAL AUTOMOTIVE
TEST TRACKS (NATRAX)

PROPOSED LAYOUT FOR WINCH
ARRANGEMENT (RAIL ROPE GUIDANCE
SYSTEM)

EXISTING
/ PLATFORM

PROPOSED
/ LUNCH



Pithampur dated 26.09.2023

NATRAX/PROC/T&D/23/45/8041

Subject: Issue of Corrigendum 5, amendments in key dates pertaining to EOI No. NATRAX/PROC/T&D/23/45 - Development winch/pulling mechanism for Safety Barrier restraint testing at NATRAX.

Dear Bidder,

The following new insertion/amendments are hereby issued;

Sl no	Activity	Amended/new dates
01	Date of circulation of replies to pre bid queries.	29.09.2023
02	Last date of Submission	13.10.2023 within 3:00 PM at NATRAX
03	Date, time & place of EOI opening	13.10.2023 at 3:30PM at NATRAX

**Thanking You,
Your's faithfully**

Head-Procurement & Stores



NATRAX/PROC/A&IT/23/7975

Pithampur, dated 23.08.2023

Dear Bidder,

Subject: Issue of Corrigendum 1, amendments in key dates pertaining to EOI No. NATRAX/PROC/T&D/23/45 - Development winch/pulling mechanism for Safety Barrier restraint testing at NATRAX.

The following new insertion/amendments are hereby issued;

Sl no	Activity	Amended/new dates
01	Last date of receipt of queries	30.08.2023
02	Date of pre bid queries	31.08.2023
03	Last date of Submission	04.09.2023
04	Date, time & place of EOI opening	04.09.2023 at 3:30PM at NATRAX

Thank You,
With regards

Head- Proc. & stores
NATRAX





(राष्ट्रीय ऑटोमोटिव परीक्षण ट्रैक)

NATIONAL AUTOMOTIVE TEST TRACKS

रुचि की अभिव्यक्ति (ईओआई)

Expression of Interest (EOI)

FOR

“NATRAX पीथमपुर, धार जिला, मध्य प्रदेश में सेफ्टी बैरियर रेस्ट्रेंट टेस्टिंग के लिए विकास विंच/पुलिंग मैकेनिज्म के लिए रुचि की अभिव्यक्ति (ईओआई) के लिए सूचना” /

“Development winch/pulling mechanism for Safety Barrier restraint testing at NATRAX Pithampur, Dhar district, Madhya Pradesh”

EOI No. - NATRAX/PROC/T&D/23/45

National Automotive Test Tracks/ नेशनल ऑटोमोटिव टेस्ट ट्रैक्स

A unit of National Automotive Board (NAB)/ राष्ट्रीय मोटर वाहन बोर्ड (एनएबी) की एक इकाई

NH-52, Old Agra- Mumbai Highway/ NH-52, पुराना आगरा-मुंबई राजमार्ग,

Next to Pithampur Flyover/ पीथमपुर फ्लाईओवर के बगल में,

Post Khandwa (Near Pithampur)/ पोस्ट खंडवा (पीथमपुर के पास)

Dhar District, Madhya Pradesh-454774/ धार जिला, मध्य प्रदेश -454774

Phone: +91-9993542350

Email: a.prabhakar@natrip.in, anuj.kumar@natrip.in



<p>विषय: NATRAX पीथम्पुर, धार जिला, मध्य प्रदेश में सेफ्टी बैरियर टेस्ट टैरिग के लिए विकास विध/पुलिग मैकनिज्म के लिए रुचि की अभिव्यक्ति (इंजीनियरिंग) के लिए सूचना।</p> <p>Subject: Notice for Expression of Interest (EOI) for Development winch/pulling mechanism for Safety Barrier restraint testing at NATRAX Pithampur, Dhar district, Madhya Pradesh.</p>	<p>National Automotive Test Tracks (NATRAX) is a unit of National Automotive Board (NAB), under Ministry of Heavy Industries, Government of India. NATRAX is an automobile testing & certification agency notified under CMVR 126 of India. NATRAX has been set up on approx. 3000 acres of land for comprehensive testing, development, certification and evaluation of all types of automobiles, near Pithampur, Dist. Dhar, (Madhya Pradesh, India).</p> <p>NATRAX invites comprehensive proposal for hiring of experienced and qualified vendors/agencies/consultant for "Development winch/pulling mechanism for Safety Barrier restraint testing at NATRAX.</p> <p>NATRAX में सुरक्षा अवरोध परीक्षण के लिए "विकास बरखी/पुलिग तंत्र" के लिए अनुभवों और योग्य विक्रेताओं/एजेंसियों/सलाहकारों की नियुक्ति के लिए व्यापक प्रस्ताव आमंत्रित किया है।</p> <p>पर स्थापित किया गया है।</p> <p>ऑटोमोटिव टेस्ट ट्रैक्स (NATRAX) एक सरकार के भारी उद्योग मंत्रालय के तहत नेशनल ऑटोमोटिव टेस्टिंग एंड सर्टिफिकेशन बोर्ड/एनबीई है जो ऑटोमोटिव बोर्ड (NAB) की एक इकाई है। NATRAX को पीथम्पुर, धार जिला, मध्य प्रदेश, भारत) के पास, सभी प्रकार के ऑटोमोबाइल के व्यापक परीक्षण, विकास, प्रमाणन और मूल्यांकन के लिए लगभग 3000 एकड़ भूमि पर स्थापित किया गया है।</p>	<p>NATRAX reserves all rights to accept/reject/modify/split any or all proposals without assigning any reasons. Any bidder shall not have any cause of action or claim against NATRAX for any of its decisions.</p> <p>This document has been prepared in both the languages (English & Hindi) with due care, however, in case of any discrepancy the English Language shall prevails.</p> <p>भूमि विवरण के मामले में अंग्रेजी भाषा ही मान्य होगी।</p> <p>यह दस्तावेज उचित देखभाल के साथ दोनों भाषाओं (अंग्रेजी और हिंदी) में तैयार किया गया है, हालांकि, किसी (अंग्रेजी और हिंदी) में तैयार किया गया है, हालांकि, किसी भी विवरण के मामले में अंग्रेजी भाषा ही मान्य होगी।</p>	<p>मुख्य तिथियाँ</p> <p>पात्रता मानदंड, संदर्भ की शर्तों, कार्य के दायरे सहित अनुबंध की विस्तृत नियमों और शर्तों के लिए a.prabhakar@natrpx.in और anuj.kumar@natrpx.in पर या +91-9993542350 संपर्क कर सकते हैं।</p> <p>मुख्य तिथियाँ</p> <p>बोली पूर्व बैठक/स्पष्टीकरण बैठक-08 अगस्त 2023 को 1100 बजे बैठक/स्पष्टीकरण, पीथम्पुर में।</p> <p>प्रस्ताव जमा करने की अंतिम तिथि-16 अगस्त 2023 को 1500 बजे तक।</p>	<p>Pre bid meeting/Clarification meeting at 1100 hrs on 08th Aug 2023 at NATRAX HQ, Pithampur</p> <p>Key dates</p> <p>Last date for submission of Proposal by 1500 Hrs on 16th Aug 2023.</p> <p>NATRAX reserves all rights to accept/reject/modify/split any or all proposals without assigning any reasons. Any bidder shall not have any cause of action or claim against NATRAX for any of its decisions.</p> <p>This document has been prepared in both the languages (English & Hindi) with due care, however, in case of any discrepancy the English Language shall prevails.</p>
--	--	--	--	---





(राष्ट्रीय ऑटोमोटिव परीक्षण ट्रैक)

NATIONAL AUTOMOTIVE TEST TRACKS

रुचि की अभिव्यक्ति (ईओआई)
Expression of Interest (EOI)

FOR

NATRAX में सुरक्षा बाधा संयम परीक्षण के लिए चरखी/पुलिंग तंत्र का
विकास/

Development winch/pulling mechanism for Safety Barrier restraint testing
at NATRAX

EOI No. - NATRAX/PROC/T&D/23/----

National Automotive Test Tracks/ नेशनल ऑटोमोटिव टेस्ट ट्रैक्स

A unit of National Automotive Board (NAB)/ राष्ट्रीय मोटर वाहन बोर्ड (एनएबी) की एक इकाई

NH-52, Old Agra- Mumbai Highway/ NH-52, पुराना आगरा-मुंबई राजमार्ग,

Next to Pithampur Flyover/ पीथमपुर फ्लाईओवर के बगल में,

Post Khandwa (Near Pithampur)/ पोस्ट खंडवा (पीथमपुर के पास)

Dhar District, Madhya Pradesh-454774/ धार जिला, मध्य प्रदेश -454774

Phone: +919893892310, Fax - 07292-256101

Email: a.prabhakar@natrip.in, anuj.kumar@natrip.in

<p>विषय: NATRAX पीथमपुर के लिए NATRAX में सुरक्षा बाधा संयम परीक्षण के लिए चरखी/पुलिंग तंत्र का विकास प्रस्ताव के लिए अनुरोध।</p> <p>Subject: Expression of Interest (EOI) for Development winch/pulling mechanism for Safety Barrier restraint testing at NATRAX Pithampur, Dhar district, Madhya Pradesh.</p>	
<p>नेशनल ऑटोमोटिव टेस्ट ट्रैक्स (NATRAX) एक ऑटोमोटिव टेस्टिंग एंड सर्टिफिकेशन सेंटर/एजेंसी है जो CMVR 126 के तहत प्रमाणित है। NATRAX भारत सरकार के भारी उद्योग मंत्रालय के तहत नेशनल ऑटोमोटिव बोर्ड (NAB) की एक इकाई है। NATRAX को पीथमपुर, जिला धार, (मध्य प्रदेश, भारत) के पास, सभी प्रकार के ऑटोमोबाइल के व्यापक परीक्षण, विकास, प्रमाणन और मूल्यांकन के लिए लगभग 3000 एकड़ भूमि पर स्थापित किया गया है।</p>	<p>National Automotive Test Tracks (NATRAX) is a unit of National Automotive Board (NAB), under Ministry of Heavy Industries, Government of India. NATRAX is an automobile testing & certification agency notified under CMVR 126. NATRAX has been set up on approx. 3000 acres of land for comprehensive testing, development, certification and evaluation of all types of automobiles, near Pithampur, Dist. Dhar, (Madhya Pradesh, India).</p>
<p>NATRAX ने NATRAX में सुरक्षा अवरोध परीक्षण के लिए "विकास चरखी/पुलिंग तंत्र" के लिए अनुभवी और योग्य विक्रेताओं/एजेंसियों/सलाहकारों की नियुक्ति के लिए व्यापक प्रस्ताव आमंत्रित किया है।</p>	<p>NATRAX invites comprehensive proposal for hiring of experienced and qualified vendors/agencies/consultant for "Development winch/pulling mechanism for Safety Barrier restraint testing at NATRAX."</p>
<p>पात्रता मानदंड: संलग्न अनुबंध 1 के अनुसार</p>	<p>Eligibility Criteria: as per attached Annexure 1</p>
<p>प्रस्ताव प्रस्तुत करने का तरीका: प्रस्ताव दो अलग-अलग सीलबंद लिफाफों "तकनीकी बोली" और वित्तीय बोली (या नीचे उल्लिखित ईमेल आईडी पर ईमेल के माध्यम से दो अलग-अलग पासवर्ड संरक्षित पीडीएफ फाइलों में) में दो बोली प्रणाली में आमंत्रित किए जाते हैं, बिना पासवर्ड वाली बोलियां स्वीकार नहीं की जाएंगी)।</p> <p>तकनीकी प्रस्ताव: योग्यता, पिछला अनुभव, विशेषज्ञ कंपनी के साथ सहयोग, टीम की ताकत, कार्य पद्धति आदि का विवरण तकनीकी बोली के लिफाफे</p>	<p>Manner of Submission of Proposal: The offers are invited in two bid system in two different sealed envelopes "Technical Bid" & Financial Bid (OR in two different password protected pdf files through email on the below mentioned email id's bids without passwords shall not be accepted)</p> <p>Technical Proposal: the details for the qualifications, past experience, collaboration with experts company, team strength, work methodology etc should be kept in the</p>

<p>में रखा जाना चाहिए।</p> <p>वित्तीय प्रस्ताव: बोली लगाने वाले को काम के पूरे दायरे के लिए अपने लेटर हेड पर सबसे अधिक प्रतिस्पर्धी दरें जमा करनी होंगी और इसे एक सीलबंद लिफाफे में प्रस्तुत किया जाना चाहिए, जिसमें लिफाफे के शीर्ष पर "वित्तीय बोली" लिखा होना चाहिए, "बिना सीलबंद/खुला लिफाफा स्वीकार नहीं किया जाएगा और बोली NATRAX की उद्घाटन समिति द्वारा अस्वीकार कर दी जाएगी। वित्तीय प्रस्ताव में सभी कर और वितरण शामिल होंगे।</p> <p>हालाँकि, यदि कुछ भी अतिरिक्त है तो उसे उद्धृत दरों के साथ स्पष्ट रूप से उल्लेख किया जाना चाहिए।</p> <p>प्रस्ताव प्रस्तुत करने के लिए ईमेल आईडी: a.prabhakar@natrip.in; & anuj.kumar@natrip.in;</p>	<p>envelope of Technical Bid.</p> <p>Financial Proposal: bidder needs to submit the most competitive rates on their letter head for the entire scope of work and should be submitted in a sealed envelope mentioning "Financial Bid" on the top of envelope, "unsealed/opened envelope shall not be accepted and the bid shall be rejected by opening committee of NATRAX.</p> <p>The Financial proposal shall be inclusive of all Taxes & deliverables.</p> <p>However, if anything is extra that should be mentioned clearly with the quoted rates.</p> <p>Email ID's for submission of proposal: a.prabhakar@natrip.in; & anuj.kumar@natrip.in;</p>
<p>विस्तृत नियम और शर्तें: विस्तृत नियम और शर्तें अनुबंध-I में संलग्न हैं</p> <p>संदर्भ की शर्तें: संदर्भ की विस्तृत शर्तें और कार्य का दायरा अनुबंध- II में संलग्न है।</p>	<p>Detailed terms and conditions: the detailed terms and conditions is enclosed at Annexure-I</p> <p>Terms of reference: the detailed terms of reference and scope of work is enclosed at Annexure-II.</p>
<p>प्रस्ताव को दिनांक ----/----/2023, 1500 बजे तक प्रस्तुत किया जाना चाहिए।</p>	<p><u>The Proposal should be submitted by 1500 Hrs on ----th 2023.</u></p>
<p>अस्वीकरण: NATRAX बिना कोई कारण बताए किसी या सभी प्रस्तावों को स्वीकार/अस्वीकार/संशोधित/विभाजित करने के सभी अधिकार सुरक्षित रखता है। NATRAX के किसी भी निर्णय के लिए बोलीदाताओं के पास कार्रवाई का कोई कारण या दावा नहीं होगा।</p> <p>यह दस्तावेज दोनों भाषाओं (अंग्रेजी और हिंदी) में उचित देखभाल के साथ तैयार किया गया है, हालांकि, किसी भी विसंगति के मामले में अंग्रेजी भाषा प्रबल होगी।</p>	<p>NATRAX reserves all rights to accept/reject/modify/split any or all proposals without assigning any reasons. Any bidder shall not have any cause of action or claim against NATRAX for any of its decisions.</p> <p>This document has been prepared in both the languages (English & Hindi) with due care, however, in case of any discrepancy the English Language shall prevails.</p>
<p>For NATRAX हेड प्रोक्योरमेंट एंड स्टोर्स/ Head Procurement & Stores</p> <p>अनुलग्नक: अनुबंध ए, विस्तृत संदर्भ शर्तें (टीओआर)।</p> <p>Encl:</p> <ol style="list-style-type: none"> 1. Annexure-I, Detailed terms & conditions 2. Annexure II, Detailed Terms of Reference (ToR). 	

GENERAL TERMS & CONDITIONS

1. DISCLAIMER

1.1. This EOI document is being issued by National Automotive Test Tracks (NATRAX) a unit of National Automotive Board (NAB) to invite expression of interest (EOI) from prospective Consultants for **Development winch/pulling mechanism for Safety Barrier restraint testing at NATRAX** (Hereinafter collectively referred to as the “**Works**”).

1.2. The information contained in this EOI Document is being provided for the limited purposes of enabling the interested parties (“**Bidders**”) to submit a binding proposal (“**Bid**”) for performing, executing and implementing the Works and for no other purpose. Under no circumstances shall NATRAX, or its advisers, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this EOI Document, or the selection procedure.

1.3. The possession of the EOI Document or use in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves and shall observe any applicable legal requirements.

1.4. The information does not purport to be comprehensive or to have been independently verified. Nothing in this EOI Document shall be construed as legal, financial or tax advice. NATRAX will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation and submission of the Bids.

1.5. NATRAX reserves the right to amend this EOI Document and any information contained herein at any time by notice, in writing, to the Bidders.

1.6. Nothing in this EOI Document is, nor shall be relied upon as, a promise or representation as to NATRAX’s ultimate decision in relation to the selection process of the successful Bidder for the execution of the Contract (defined hereinafter). The Bidder(s) shall not, therefore, assume that they will have the opportunity to revise their Bids following submission except as provided in this EOI Document. However, NATRAX reserves the right to change the basis of or the procedures (including the timetable) relating to the bidding process, reject any, or all, of the Bids, not to invite a Bidder to proceed further, not furnish a Bidder with additional information nor otherwise to negotiate with a Bidder at any time. NATRAX does not undertake to accept any Bid.

1.7. No person other than the one authorized by NATRAX to give any information or to make any representation not contained in this EOI Document and, if given or made, any such information or representation shall not be relied upon as having been so authorized.

1.8. This EOI Document is confidential and personal to each Bidder. The Bidders shall note that they are required to sign and submit as part of the Techno-Commercial Bid, as provided in "Form b Letter of Undertaking" of this EOI Document, a Letter of Undertaking to NATRAX which, inter alia, prohibits disclosure of any information as therein defined to any person or body corporate except as permitted by such Letter of Undertaking. The Bidders shall promptly return this EOI Document to NATRAX upon request or as specified in this EOI Document and shall not retain any copies thereof nor use the same for any purpose whatsoever other than for submission of the Bid to NATRAX for the Works. Any failure to furnish or comply with the terms of the Letter of Undertaking shall entitle NATRAX to disqualify the relevant Bidder.

1.9. Any summaries or descriptions of documents or contractual arrangements contained in any part of this EOI Document are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

1.10. NATRAX its advisers, consultants, contractors, servants, agents do not accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Works. NATRAX shall enter into a contract with the successful Bidder for performance, execution and implementation of the Works ("**Contract**"). No legal or other obligation shall arise between the successful Bidder and NATRAX unless and until the Contract has been formally executed by NATRAX and the successful Bidder and any conditions precedent to the effectiveness of the Contract have been fulfilled. NATRAX reserves the right not to proceed with the bidding process and to cancel the selection procedure, or any part thereof, at any time.

1.11. Nothing in this EOI Document shall constitute the basis of the Contract which may be concluded in relation to performance, execution and implementation of the Works nor shall such documentation/information be used in construing the Contract. Each Bidder must rely on the terms and conditions contained in the Contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such Contract. Any reference to this EOI Document in the

Contract with NATRAX or any correspondence between NATRAX and the Bidder shall not be construed as this EOI Document forming part of such contract.

1.12. The Bidder is prohibited from any form of collusion or arrangement by a Bidder (or its advisers or consultants) in an attempt to influence the selection and award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of NATRAX or to any other person in a position to influence the decision of NATRAX or any other person associated with the bidding process, for showing any favour in relation to this Bid or any other contract, shall render the Bidder to such liability/penalty as NATRAX may deem proper, including but not limited to rejection of the Bid and forfeiture of the Earnest Money Deposit.

1.13. Laws of the Republic of India are applicable to this EOI Document. The courts at New Delhi shall have exclusive jurisdiction in relation to any disputes arising from this EOI Document.

1.14. The submission of this EOI document by the bidder shall constitute its acceptance of the terms & conditions set forth in this EOI Document.

2. INSTRUCTIONS TO BIDDERS

2.1. The Bidders must ensure that they meet all the requirements/eligibility spelt in this EOI document.

2.2. The Bidders are expected to carefully examine all the contents of the EOI document including instructions, conditions, terms, specifications and may wish to visit NATRiP centres and take them fully into account before submitting their Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids which are not responsive to the requirements of the EOI document shall be rejected.

2.3. While all efforts have been made to avoid errors in the drafting of the EOI Document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the EOI Document shall be entertained.

2.4. Bidders should study the EOI document carefully and thoroughly before quoting and get clarifications within the specified time, if required, from NATRAX in this context.

2.5. The Bid prepared by the Bidder and all correspondence and documents relating to the EOI exchanged between the Bidder and NATRAX shall be in the English language.

2.6. Each page of the Bid documents should be stamped and signed by an authorised person submitting the Bid in token of his/their having acquainted himself/themselves with the EOI Documents in entirety including all the Annexure(s) and Forms. Any Bid not complying with the terms and conditions as set out in this EOI Document and/or not signed by authorised person may be rejected at the discretion of NATIS.

2.7. The Bid submitted on behalf of a Firm shall be signed on each page by all the Partners of the Firm or by a Partner who has the necessary authority on behalf of the Firm to submit the Bid.

2.8. The Bidders must obtain for themselves on their own responsibility and at their own expenses all the information which may be necessary for the purpose of preparation and submission of the Bid and for entering into a Contract, must examine the EOI document, must inspect the sites of the Works, acquaint himself with all local conditions, means of access to the sites, nature of the Works and all matters pertaining thereto.

2.9. The Indian bidder if collaborated with any foreign partners, they should be responsible to provide the details.

2.10. The joint venture with global technical partner also allowed participating, however, Indian company are major stake holder.

2.11. The Consultant (Transaction Advisor) so identified through this process of EOI and its affiliates will not be eligible to participate as bidder in the subsequent process of procuring PPP operator, to prevent conflict of interest scenario arising in future.

2.12. The Successful Bidder is bound to carry out any items of work necessary for the completion of the Works even though such items are not included in the quantities and drawings to achieve end results and deemed to be priced in the Financial Bid. No claim on this account shall be entertained.

2.13. The bidder shall fill the contact details form issued with this bidding document and submit the same within 3 days of receipt of the bidding documents and

NATRAX would use these details to communicate with the bidder in case of issuance addenda/corrigenda etc.

2.14. Sub-contracting of the assignment will not be allowed. The Consultant (Transaction Advisor) so identified through this process of EOI shall be solely responsible for all the required final deliverables.

3. TERMS OF REFERENCE

Terms of Reference are detailed in **Annexure I** of EOI document.

4. EARNEST MONEY DEPOSIT

4.1. The Bids shall be accompanied by an **Earnest Money Deposit of Rs. 1,00,000** in the form of “Demand Draft/Bank Guarantee” in favour of “NATIONAL AUTOMOTIVE TEST TRACKS” payable at Pithampur, MP. The EMD (Earnest Money Deposit) would be valid for a period of at least **180 days** from the date of opening of Bids.

4.2. A Bid which is not accompanied by such Earnest Money Deposit will be construed as non-compliant bid and shall be summarily rejected.

4.3. The Earnest Money Deposit of the unsuccessful Bidders will be returned without any interest after identification of the successful Bidder by NATRAX.

4.4. The Earnest Money Deposit of the successful Bidder will be returned upon their furnishing the Performance Bank Guarantee.

4.5. A Bidder shall forfeit Earnest Money Deposit in favour of NATRAX in case, such Bidder

4.5.1. Fails to start the work as may be indicated in the Letter of Acceptance or fails to execute the Contract within a period of 30 days from the date of issue of the Letter of Acceptance;

4.5.2. Without the written consent of NATRAX, has withdrawn its Bid during the validity period of the Bids and any extensions thereto;

4.5.3. After opening of the financial bid, alters the quoted rates/conditions in the Bid;

4.5.4. Fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the in the Letter of Acceptance;

4.5.5. Does not reply to any queries that may be raised after opening of techno-Commercial / financial bids.

4.5.6. If the bidder does not accept the corrections made by NATRAX to its Bid Price pursuant to "Examination of Financial Proposal and Correction of Arithmetical Errors" under Evaluation parameters.

4.6. In case of extension of the Bid validity period in the manner stated in this document, the validity of the Earnest Money Deposit shall be accordingly extended to keep it valid for a further period of 60 (sixty) days from the Bid validity period.

5. SUBMISSION OF BIDS

Bidders are required to submit their Bids in two parts in a sealed envelope, superscribed "**Bid for EOI NO: -----**" containing two separate sealed envelopes, as given below. The sealed bids shall be submitted at the NATRAX office at Pithampur, MP before the closure of bid submission date & time.

5.1. Part -1: The Technical Bid/Techno-commercial Bid

5.1.1. The first sealed envelope marked as "**Technical Bid for EOI NO: -----**" and shall contain two copies of the Technical Bid documents, marked as:

ORIGINAL TECHNICAL BID FOR EOI NO: -----

COPY TECHNICAL BID FOR EOI NO: -----

5.1.2. Each copy shall be duly filled and signed by an authorised person from the Bidder's Company/Entity, containing the following information in original and copy shall contain the following duly filled Forms:

Form a) Letter for Submission of Technical Proposal

Form b) Letter of Undertaking

Form c) Performance Bank Guarantee form and form of Demand
(Blank, signed & stamped)

Form d) References

Form e) Profile of Bidder's Organisation including Partners/ Associates/ Affiliates

Form f) Form of Financial Bid (Blank, signed and stamped)

Form g) Format for Deal team

Form h) Techno-Commercial Particulars

Form i) Format of unconditional bid

Form j) Affidavit

5.1.3. **Further, the Technical Bid must include a copy of the Financial Bid of the Bidder without any information on the prices.** The purpose of this copy of the Financial Bid included in the Techno- Commercial Bid is to ensure that Bidder has followed the format provided for the Financial Bid and has not included any additional terms and conditions as part of its Financial Bid. In case, any information on prices is included in this copy of the Financial Bid, NATRAX may disqualify the Bidder and reject its Bid.

5.2. Part-2: The Financial Bid

5.2.1. The second sealed envelope shall contain two copies of the Financial Bid, marked as:

ORIGINAL FINANCIAL BID FOR EOI NO: -----

COPY OF FINANCIAL BID FOR EOI NO: -----

5.2.2. Each copy shall be duly filled and signed by an authorised person from the Bidder's Company/Entity, containing the following information:

Form f) Form of Financial Bid

5.2.3. The Bidders shall quote for all the centres failing which the Bid shall be considered incomplete and liable to be rejected on this ground alone. Such quote for the entire Works shall indicate the total contract value which covers all its risks, obligations and liabilities set out in or to be reasonably inferred from this EOI Document.

5.2.4. The prices shall be quoted in either Indian rupees or any other foreign currency. The amounts shall be quoted in figures and words and in case of inconsistency, the words shall prevail. For the purpose of comparison of Financial Bid, the Reserve Bank of India's Foreign Exchange Rate, prevailing on the date of opening of financial bid shall be applied.

5.3. Manner of submission

5.3.1. The two part Bid shall be accepted at the Corporate Office of NATRAX, up to **the date specified.**

5.3.2. NATRAX- may, at its discretion, extend the deadline for submission of Bids by issuing an addendum/ corrigendum, in which case all rights and obligations of NATRAX and the Bidders previously subject to the original due date & time will thereafter be subject to the extended deadline.

5.3.3. Any Bid received by NATRAX after the deadline for submission of Bids will be rejected and returned unopened to the Bidders.

5.3.4. NATRAX reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to independently verify, disqualify, reject and/or accept any and all Bids or other information and/or evidence submitted by or on behalf of any Bidder, including without limitation pursuant to and/or in connection with:

- (a) Receipt of a Bid after the submission deadline;
- (b) Failure to submit necessary supporting documentation following a specific request by or on behalf of NATIS.

5.3.5. Bids sent telegraphically or through other means of transmission (tele-fax, email etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

6. AMENDMENT TO EOI DOCUMENT

6.1. Addenda / Corrigenda to the EOI Document may be issued by NATRAX prior to the last date of submission of the Bids to clarify the documents or to reflect any modifications etc. All such addenda / corrigenda shall be treated as an integral part of the EOI Document.

6.2. In order to afford prospective Bidders reasonable time for preparing their EOIs after taking into account such amendments, NATRAX may, at its discretion, extend the deadline for submission of EOIs.

6.3. In case after issuance of addenda/ corrigenda, any Bidder who has already submitted its Bid, does not resubmit its Bid, it shall be deemed that such Bidder does not intend to modify its Bid on the basis of the addenda/ corrigenda and the addenda/ corrigenda have been taken into account.

7. VALIDITY OF BIDS

7.1. Bids shall be unconditional, firm and remain valid and open for acceptance for a period of **120 days** from the due date of submission of bids. Any Bid having validity less than that specified above shall be rejected by NATRAX as being non-responsive. However, NATRAX may request the Bidders to extend the Bid unconditionally beyond the Bid validity period up to an additional period as deemed suitable without any modification and without giving any reason thereof.

Conditional extension of bid validity shall not be accepted and NATRAX reserves right to reject such bid/s and proceed with the bidding process with the remaining bidders.

7.2. If a Bidder withdraws or revokes his offer after last date of submission of Bids, the Bidder is liable to be disqualified and the Earnest Money Deposit submitted by such Bidder shall be forfeited. No Bidder shall be allowed to carry out any revision / correction / modification in his Bid after the last date of submission of Bids.

7.3. In case NATRAX calls the Bidder for clarifications then this shall not amount to cancellation or withdrawal of original offer. NATRAX reserves the right to finalise the scores by seeking clarifications.

8. CLARIFICATIONS TO BIDDER'S QUERIES

The Bidders are requested to raise their queries, if any, by email at, a.prabhakar@natrip.in & anuj.kumar@natrip.in, by **the specified date**. Subsequent to this, NATRAX will invite Bidders and address all the queries received from all the Bidders together at a day, place and time decided by NATIS. The contact details of the Bidder shall be required to be furnished at the time of purchase of EOI Documents. NATRAX reserves the right not to respond to questions raised or provide clarifications sought, in their sole discretion, if it is considered that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring NATRAX to respond to any question or to provide any clarification.

9. BID OPENING AND EVALUATION PROCESS

9.1. Techno-Commercial Bids Opening

9.1.1. The Techno-Commercial Bid shall be opened on **the specified date** at the Corporate Office of NATRAX in the presence of the Bidders or their duly authorised representatives who choose to remain present at the time of opening of Bids.

9.1.2. The sealed Techno-Commercial bid envelop shall be opened in the presence of Bidders or their duly authorized representatives at the time mentioned above, in the presence of the members of NATRAX's bid opening Committee.

9.1.3. A letter of authorization by the Bidder's representative shall be submitted at the NATRAX Corporate Office at the time of opening of Bids.

9.1.4. Absence of Bidders or their duly authorized representatives shall not impair the legality of the bid opening process.

9.1.5. All Bidders or their duly authorized representatives present shall be required to sign the main bid envelopes by way of confirmation of sealed bid status at the time of opening of bids.

9.1.6. After identification signing, the NATRAX's Bid opening committee representative shall open the main bid envelope. After opening, Bidders or their duly authorized representatives shall be required to sign the Techno-Commercial and financial bid envelopes of all the Bidders.

9.1.7. Refusal to sign the bid envelopes by any of the Bidder or his duly authorized representative present may disqualify such Bidder from the evaluation process at the discretion of members of the NATIS's Bid opening committee present at the time of opening of the Bids.

9.1.8. The Techno-Commercial Bid envelopes shall thereafter be opened and a preliminary scrutiny of contents of each of the Techno-Commercial Bids as specified in the EOI Documents shall be carried out.

9.1.9. The bids shall be declared to be '**Valid**' or '**Invalid**' at the conclusion of preliminary scrutiny process, at the discretion of the members of the Bid opening committee present on the spot. The decision on declaring the Bid as valid or invalid shall not be postponed except under exceptional circumstances.

9.1.10. Bids declared invalid shall be returned along with the financial bid envelop, EMD, etc. on the spot to the respective Bidders. In case, the Bidder or its representative whose Bid has been declared invalid is not present at the time of opening of the Bids, the Bid shall be returned to the Bidder by Registered / Speed Post or Courier. No correspondence or claim whatsoever from such Bidders shall be entertained or responded to by NATIS.

9.1.11. For the valid Bids, the signed envelopes containing the Financial Bids shall be kept safely in sealed condition.

9.2. Disqualification Criteria

9.2.1. Not meeting the Minimum Eligibility Criteria as per Para 6.2 of **Annexure I (TOR)**.

9.2.2. Incomplete and conditional bids.

9.2.3. Not furnishing an Affidavit in the format as in Form-j regarding 'no conviction' and 'no conflict of interest'.

9.2.4. Debarred/ blacklisted by any of the Departments of Government of India, State Government, Public Sector Undertaking, Local Bodies of India or Foreign Governments.

9.3. Techno-Commercial Bid Evaluation

9.3.1. The valid Bids which meet the Minimum eligibility Criteria as per Para 6.2 of Annexure I shall be further evaluated.

9.3.2. NATRAX shall follow the **Integrated Bid Evaluation** and the combined score of Techno-Commercial and Financial bids mentioned at Para 9.5 will determine the Successful Bidder.

9.3.3. During the Techno-Commercial bid evaluation process, NATRAX may seek clarifications from the bidder through E-mail/ Fax, for confirming and consolidating their Techno-Commercial offers.

9.3.4. All such clarifications are required to be answered by the bidder by Email/ Fax, within the time specified by NATRAX. The signed hard copies of the same need to be submitted to NATRAX and shall be deemed to be a part of the EOI Documents.

9.3.5. All valid bids shall be examined against the criteria as specified in “Evaluation Parameters”.

9.3.6. The valid bidders would be required to demonstrate their credentials before a High Level Committee (HLC) constituted by Competent Authority through a presentation to be made at a date, time and venue decided by NATRAX. The scoring shall be done by the Members of the HLC against the Evaluation Parameters specified under Para 18.1.3.

9.3.7. Such bids which qualify the minimum criteria as per Para 18.1.2 shall be intimated regarding opening of financial bid, with at least 6 days of prior notice in writing, or a lesser period with mutual agreement with the respective bidders intimated over telephone/email/fax by NATRAX.

9.4. Financial Bids Opening

9.4.1. The Financial Bids of all the Techno-Commercially qualified Bidders shall be opened on the appointed date and time in presence of the qualified Bidders/ their authorized representative, who choose to be present at the time of opening of the financial bids.

9.4.2. No Bidder shall be allowed to propose/carry out any revision/ correction/ modification in his Price Bid offer.

9.4.3. All the Techno-Commercially qualified Bidders/their authorized representative(s) present at the time of opening of the Financial Bids shall be required to sign the Bid price declaration sheet on declaration of the bid prices, against their respective Techno-Commercial Bid evaluation score. Any Bidder objecting to the same shall be disqualified.

9.4.4. Absence of Bidders or their authorized representatives shall not legally impair the process.

9.5. Financial Bid Evaluation

9.5.1. All valid financial bids shall be evaluated/ scrutinized as per “Evaluation Parameters”

9.6. Integrated Bid System:

9.6.1. Evaluation will be done by adopting Integrated Bid System (Combined Quality cum Cost Based System) as under:-

The marks scored by the short-listed bidders in the Techno-Commercial evaluation will be given a weightage of 70, while the financial bids of the techno-commercially qualified bidders will be given a weightage of 30. For Financial evaluation, the total cost indicated in the Financial Bids will be considered. The lowest financial Bid (FM) will be given financial scores (SF) of 100 points. The financial scores of other Bids will be computed as follows:-

$$SF = 100 \times FM / F$$

(F= amount of Financial Proposal)

The proposal will finally be ranked according to their combined Techno-Commercial (ST) and financial (SF) scores as follows:-

$$S = ST * Tw + SF * Fw$$

Where, Tw and Fw are weights assigned to Techno-Commercial and financial Proposals that shall be 0.70 and 0.30 respectively.

The combined score of Techno-Commercial and financial bids will determine the final rank.

9.6.2. The Bidder scoring the highest points/marks (H1) based on the above system would be selected as the Successful Bidder.

9.6.3. It is reiterated that NATRAX does not undertake to accept any bid, in all the above cases as mentioned in the clause 1.6 of the Disclaimer.

10. NEGOTIATIONS

10.1. Negotiations shall not be encouraged.

10.2. Negotiation, if required, will be held before the issuance of Letter of Acceptance/ Notification of Award to the successful bidder.

10.3. If the financial bid is unbalanced, front loaded or substantially in variance with the updated estimates in the opinion of NATRAX, NATRAX may require the successful bidder to produce detailed price analyses for any or all items of the Financial Bid, to demonstrate the internal consistency of those prices with the market price and schedule proposed.

10.4. Negotiations will conclude with a revised offer letter from the successful bidder.

11. NATIS's RIGHT TO REJECT ANY OR ALL BIDS

11.1. NATRAX reserves the right to accept or reject any bid, and to annul the EOI process and reject all Bids, at any time prior to award of Contract without assigning any reasons for such acceptance/ rejection, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for NATRAX's action. The Bidders shall not have any cause of action or claim against NATRAX for rejection of their bids.

11.2. NATRAX reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion amend or supplement the EOI Document and/or the selection process or the dates or other terms and conditions relating thereto, suspend and/or cancel the selection process.

11.3. NATRAX reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to independently disqualify, reject and/or accept any and all Bids or other information and/or evidence submitted by or on behalf of any Bidder, including without limitation pursuant to and/or in connection with receipt of a Bid after the submission deadline and/or determination that a Bidder will be unable to fulfil the requirements of the EOI Document.

11.4. The decisions and/or the exercise of discretion by NATRAX shall not be challenged by any Bidder and are final.

11.5. Any failure by NATRAX to exercise any rights hereunder, pursuant hereto and/or in connection herewith, shall not be a waiver of those or any other rights unless expressly stated as such in writing by NATIS.

11.6. The Bidders and their respective officers, employees, agents and advisers must not engage in any collusive bidding, anti-competitive conduct or any other similar conduct with any other Bidder or any other entity in relation to the preparation or lodgement of Bids or otherwise in any aspect of the Works.

12. NOTIFICATION OF AWARD

12.1. Prior to the expiry of the period of Bid validity prescribed, NATRAX will issue to the Successful Bidder, the "Letter of Acceptance" (LOA) in duplicate. The Successful Bidder shall return one copy of the Letter of Acceptance to NATRAX duly acknowledged and signed by the authorized signatory, within seven [7] days of receipt of the same by him.

12.2. The Letter of Acceptance shall constitute a part of the Contract.

12.3. Time being the essence of the Contract, timelines/ schedule mentioned in Para 6.5 of Terms of Reference are sacrosanct and will kick-in from the date of issue of the LOA. Hence, Work may be commenced immediately after issuance of the LOA.

12.4. After the execution of "The Contract agreement" with the Successful Bidder/ Consultant (Transaction Advisor), NATRAX will promptly notify all the unsuccessful Bidders and discharge/ return their Earnest Money Deposit.

12.5. No correspondence will be entertained by NATRAX from the unsuccessful Bidders.

13. SIGNING OF CONTRACT.

13.1. The Consultant (Transaction Advisor) shall enter into and duly sign the Contract for performance, execution and implementation of the works as mentioned in EOI document within **thirty [30] days** from the date of issue of letter of acceptance. But the written acceptance LOA by NATRAX of a Bid will constitute a binding Contract between NATRAX and the entity so bidding, whether such formal agreement is not subsequently executed.

13.2. Upon receipt of the Performance Bank Guarantee, NATRAX shall prepare the Contract Agreement in two copies, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the Consultant (Transaction Advisor) within **Twenty one [21] days** of the date of receipt of the "Letter of Acceptance" duly acknowledged and signed by the Consultant (Transaction Advisor).

14. NON-EXCLUSIVITY

The rights of the Consultant (Transaction Advisor) to perform, execute and implement the Works or any part thereof pursuant to the Contract, is not exclusive and shall not prevent NATRAX from granting a similar right to other parties.

15. PROCESS TO BE CONFIDENTIAL

15.1. Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or any other persons.

15.2. Any effort by a Bidder to influence NATRAX or any of its functionaries in the process of examination, clarification, evaluation and comparison of EOIs and in decisions concerning award of contract, may result in the rejection of the Bid.

15.3. As part of their Techno-Commercial Bid, the Bidder shall be required to furnish an undertaking for confidentiality as “Form (b) Letter of Undertaking”.

16. PERFORMANCE BANK GUARANTEE

16.1. Within **fifteen** [15] days of the date of acceptance of the LoA, the Consultant (Transaction Advisor) shall execute a Performance Bank Guarantee as per the Form (c), from a scheduled Bank, for an amount equivalent to the 10% of the contract value, which shall be kept valid for six (6) month after the period of execution of Work. The PBG shall be made in INR/EURO/USD only.

16.2. The Performance Bank Guarantee of the Consultant (Transaction Advisor) will be invoked and forfeited if the Consultant (Transaction Advisor) fails to comply with the terms of Contract.

17. TERMS OF PAYMENT

The terms of payment shall be as described in para 6.3 of Terms of Reference (Annexure I).

18. EVALUATION PARAMETERS

18.1. Evaluation Parameters for Techno-Commercial Bids:

18.1.1. NATRAX shall follow the **Integrated Bid Evaluation** and the combined score of Techno-Commercial and Financial bids mention at Para 9.5 above will determine the Successful Bidder.

18.1.2. Only those Bids will be evaluated which meet the Minimum Eligibility Criteria as per Clause 6.2 of Annexure I.

18.1.3. The Techno-Commercial bid shall be evaluated and assigned marks based on the following:

S. No.	Evaluation Parameter	Max. Marks	Remarks
	The bidder should be a reputed professional consulting firm (including Technical Adviser) having experience of at least 5 years in providing advisory services for-----: Joint venture (JV) is also allowed to participate. JV related details should be provided & main stake holder should be indian company.	20	Number of years in relevant field shall only be considered. Less than 5 years: 0 marks 5-10 : 10 marks More than 10 years: 20 marks
	Bidders should have advised, handled and successfully completed at least 1 (one) similar work in the last 5 years on -----. Weightage shall be given to advisory services rendered in similar works in the last 10 years.	20	5 marks per transaction
	Bidders may have on-going projects where they may be advising or handling similar work (s) on -----.	5	Marks will be assigned based on adherence to the contractual schedule and performance
	The bidder should place a composite deal team consisting of experts' inter-alia with at least 10 years of current experience in Technical consultancy.	30	Marks shall be assigned based on the past experience of the expert as presented before the NATRAX.
	The bidder should place the Support team i.e., other professionals for back-up support of the deal team	10	Marks shall be assigned based on details provided before the NATRAX.
	Local presence	5	Bidder shall provide the details of commitments in India, funds deployed, period of

			operations, manpower, office and other infrastructure.
	Sector expertise	10	Bidder shall indicate work done in the similar sector (Auto Industry)

18.2. Evaluation Parameters for Financial Bids:

18.2.1. The Financial Bids of all the Techno-Commercially qualified Bidders shall be opened and evaluated.

18.2.2. For the evaluation of the Financial Bids, the eventual Bid prices shall be ascertained after considering all the terms and conditions associated with the Bid price specified in the Financial Bid document. NATRAX reserves the right to include or exclude any component of the price quoted by the Bidder and / or load the bid price as per its discretion to work out the Bid Price for evaluation.

18.2.3. If there is a discrepancy between the sub total/s and the total price that is obtained by multiplying the unit price and quantity/adding the sub total/s, the sub total/s shall prevail and the total price shall be corrected, unless in the opinion of NATRAX that there is an obvious misplacement of the decimal point in the sub total price, in which case the total price as quoted shall govern and the sub total/s shall be corrected;

18.2.4. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error.

18.2.5. The amount stated in the Financial Proposal Submission Forms will be adjusted by NATRAX in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the EMD shall be forfeited.

18.2.6. The revised bid amount after arithmetic correction as arrived above for the bidder / bidders would be informed.

18.2.7. If a discount is offered in a financial proposal, such discount will be applied on a prorata basis against each item of the financial form except the price part/s not considered for the " Total price for the package".

**Consultancy Proposal for Development winch/pulling mechanism for Safert
Barrier restraint testing.**

A. Introduction

The essential purpose of Towing winch mechanism is to guide and control vehicle at the specified speed and make sure that the hitting angle of vehicle is as perfect as possible. Winch also serve to signify, maintain specified speed of the vehicle, minimise the damage to the vehicle due to overturing after the release and ensure proper results of the crash barrier testing.

NATRAX is using the towing mechanism for conducting the road safety barrier testing, To avoid the failure, it is very important to set up a dedicated winch/pulling mechanism in the existing facility, which will pull the test vehicle and runs/guided through rail and rope system and release at specified point with emergency brake for the better accuracy of the system inside the NATRAX.

The National Automotive Test Tracks (NATRAX-Indore) is set up to be will be a world-class automotive proving ground on 2960 acres land for comprehensive testing and evaluation of all type of vehicles. The site is located between NH-3 and N-59 and well connected with road. The facility has all types of surface type to test vehicles against varying terrains and stringency. The large part of test load on this facility is related to evaluation of automotive performance such as max speed, acceleration, break, efficiency, noise, vibration, handling, stability etc. NATRAX will be the Centre of Excellence for Vehicle Dynamics. NATRAX wishes to obtain the design and specifications of a Mechanical/Electric winch mechanism for their crash barrier testing facility in its premises at Indore. Consultant is putting forth a proposal for preparing a DPR for the Mechanical/Electric winch mechanism for this crash barrier testing facility.

B. Expected scope of consultant

Scope of work for Design and development of Winch, Rail & Rope Vehicle Guidance system for Crash Barrier Testing on Existing Acceleration Lane of NATRAX,

- a) The consultants shall design Winch mechanism /Vehicle Guidance/pulling/Drive mechanism including design of Civil work (Grouting details of Rails and associated works), Mechanical work (Motors and system required), Electrical works and requirement, Rail & Rope drive system and automation

system (if applicable) for testing up to TB61 i.e. 16,000 Kg. vehicles as per standard. The EN 1317 & MACH being referred for this testing.

- b) The consultants shall design the the Rail & Rope vehicle guidance mechanism (Winch), which shall be capable to cater the Maximum speed limit up to 110Km/hour for the vehicle to be used in testing.
- c) The Consultants shall provide the suggestion/design/details of Platform and existing acceleration surface as per EN 1317 & MACH as applicable.
- d) The consultants shall define/design/detail a system, which shall be run through on one channel without any extended arm and also channelise the rope through the same Rail/Channel grouted on the existing Road surface.
- e) The consultants shall dedine/design/detail the drive system which includes electric pulling system, power supply from the local network, frequency converter, electric motor steel cable and all rope rolls. it should absolutely be ensured that enough power is available spontaneously, different options. Optimum would be via the local power grid and its own transformer. Combine with Diesel power Units are also possible as well as all combinations, Define demands on frequency converter, Define demands on electric motor with a nominal capacity.
- f) The consultants shall provide the design/details about Design of Emergency stop system: In case of a necessary abortion of the test, the brakes must be activated autonomously to prevent secondary collisions or collision risks.
- g) The consultants shall provide the design/details about efficient documentation of the various tests, utility requirements i.e. area will be equipped with electric wires for LAN, power supplies and trigger cables, including the design of electric boxes and their location at the Crash Barrier Testing site.
- h) Method statement for each system to be established for execution/fixing of Rail & Rope Guidance on the existing Bituminous surface/Road.
- i) Consultant to Ensure the Workability and Viability of Rail Rope Guidance system after execution of system.
- j) Provision of list of equipment's and services required to establish the Rail & Rope vehicle guidance system in all respect.
- k) Provision to extended the rail & Rope Vehicle Guidance system for future expansion if required.
- l) Supervision of consultant during the execution of work (based on need of NATRAX, to be quoted separately per visit)

C. Important specifications available at the site:

Following specification available at Existing Crash Barrier Testing site

- a) Width of Asphaltic Acceleration Lane – 7.0 Mtr + 1.0 earthen shoulder both sides.

- b) Length available for acceleration of vehicle from the Existing Crash Barrier Platform- 1200 Mtr.
- c) Murrum Platform 120x15 Mtr for installation of crash barrier.
- d) Area available for expansion on both sides and after platform
- e) Proposed winch arrangement (Rail & Rope Vehicle guidance system)- 350 to 500 is to be proposed (consultants may change as per requirements).

D. Proposed Activities

- a) Preparation of DPR along with estimation and drawings.
- b) Drawings for every aspect of vehicle guidance system
- c) Draft Design of rails for rope and vehicle guidance
- d) Drive System specification
- e) Design of Emergency stop system
- f) Wiring of test infrastructure

E. Deliverables

The Detailed Project Report (DPR) include the followings:

- 1) Modification or improvement in existing area on site and optimum arrangement of the facility.
- 2) Drawings with respect to General overview, Asphalt, Foundations for rails, Foundations for motors, Rope course, Foundations for rails, Foundations for rope wheels, Foundations for add on testing (e.g. different suggested barrier foundations), Foundations for motors and aggregates.
- 3) Drawings and Definition of the demands of the mechanical winch system and its control system: Control computer for the rope, Software for the control of the system, Rope tensioning system, All rope rolls including mountings.
- 4) Drawing and details of the requirements of the emergency stop system.
- 5) Test infrastructure wiring: Assist design, Provision of drawings on request if any change occur, Provide equipment lists, modified drawings if required.
- 6) design report of the vehicle guidance system along with calculation

F. Timelines

Consultant is recommended to submit the draft DPR for client review within 6 weeks from issuance of Work order. Final DPR shall be provided after correction in draft DPR within 2 weeks from the date of correction along with all deliverables, drawings, details and design report.