

Section 1. Notice Inviting Tender

RFP NO. NHSRCL/CO/CA/MA-SVGC/2020/34

11th Nov 2020

Subject : Project Management Consultancy Services for Construction of Civil Works Packages.

1. The Government of India has received a loan from the Japan International Cooperation Agency (JICA) towards the cost of the Project for Construction of Mumbai – Ahmedabad High Speed Rail. It is intended that part of the proceeds of this loan will be applied to eligible payments under this Contract for the work as described in the title.
2. The Government of India through National High Speed Rail Corporation Limited (NHSRCL) (herein after referred to as Client) now invites sealed online Proposals from eligible Consultants for the completion of the Services as described in the title. More details on the services are provided in the Terms of Reference (TOR).

International Competitive Bidding will be conducted in accordance with JICA's Single Stage ("Two Envelope") Bidding Procedure. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Employment of Consultant under Japanese ODA Loans, April 2012 and is open to all Consultants from eligible source countries, as mentioned in Section-7 Eligible Source Countries of Japanese ODA Loans and as defined in the Loan Agreement.

NIT-2



3. a) The complete set of RFP Documents, can be downloaded from e-procurement portal of NIC <https://etenders.gov.in/eprocure/app> from **11/11/2020 (09:00 Hrs) to 14/12/2020 (up to 15:00 Hrs IST)** upon payment of a non-refundable fee of **INR 2,36,000** (Indian Rupee Two Lakhs Thirty-Six Thousand only) including GST in the form of online remittance/ RTGS/NEFT/IMPS and uploading of Non-Disclosure Agreement (NDA) duly filled as per format **Appendix to NIT**. Interested Consultant, upon payment of Cost of RFP Documents, shall be required to upload the NDA duly filled in the e-procurement portal and send an email to the Client at email address mentioned in para 10 below along with necessary details (i.e. name and address of the Consultant, email id and copy of proof of payment of cost of RFP Document), **at least 02 (two) working days in advance of deadline for submission of Proposals**. Upon verification of receipt of cost of RFP Document and NDA, Client will approve or reject the Consultant to download the RFP Document from e-procurement portal of NIC <https://etenders.gov.in/eprocure/app>. RFP No. i.e. **NHSRCL/CO/CA/MA-SVGC/2020/34** must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered.

The details of bank account of NHSRCL for RTGS/NEFT/IMPS are mentioned below. RFP reference i.e. **NHSRCL/CO/CA/MA-SVGC/2020/34** must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered.

Bank Details:

Name of the Bank: HDFC Bank Limited,
Bank's Address: 209-214, Kailash Building,26, Kasturba Gandhi Marg
New Delhi-110001
Account Name: National High Speed Rail Corporation Limited
Account No: 57500000079852
Account Type: Current
IFSC Code: HDFC0000003

b) Proposals must be submitted online only at e-procurement portal <https://etenders.gov.in/e procure/app> on or before **15:00 hrs. (IST) up to 14/12/2020**. Proposal through any other mode shall not be entertained. However, Bid Security of INR **16.00 Crore** (Indian Rupees Sixteen Crore Only) in original shall be submitted physically by the Consultant on or before Proposal submission deadline. Instructions for online Proposal submission are annexed.

c) To participate in the e-bidding process, a Consultant should be in possession of Class III Digital Signature Certificate (DSC) in the name of the person duly authorized to sign and submit the Proposal on behalf of the Consultant from any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.

d) To participate in the proposal submission, it is mandatory for the Consultant to register their firm with e-procurement portal <https://etenders.gov.in/e procure/app> to have a user ID and password.

e) Only the Technical Proposal will be opened online at e-procurement portal <https://etenders.gov.in/e procure/app> at **15:30 hrs. on 15/12/2020**.

4. A Consultant will be selected under Quality and Cost Based Selection (**QCBS**) and procedures described in this RFP, in accordance with the applicable Guidelines for the Employment of Consultants under Japanese ODA Loans.

5. The RFP includes the following documents:

Section 1 - Notice Inviting Tender (NIT)

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal Forms

Section 4 - Financial Proposal Forms

Section 5 - Terms of Reference

Section 6 - Form of Contract

Section 7 - Eligible Source Countries of Japanese ODA Loans

6. Bid Security: Proposals must be accompanied with the Bid Security in the form of Bank Guarantee for a value of **INR 16.00 Crore** in favour of National High Speed Rail Corporation Limited payable at New Delhi (India). The Bank Guarantee shall be on prescribed format as given at Section-3 of this RFP and shall be from any Scheduled Commercial Bank Listed in Schedule II of the Reserve Bank of India Act, 1934 and shall remain valid for a period of 90 (Ninety) days from the deadline of submission of the Proposal. Kindly note that Proposal submitted without valid bid security shall be liable to be summarily rejected.
7. Interested eligible Consultant may obtain further information on www.nhsrcl.in or e-procurement portal <https://etenders.gov.in/eprocure/app> or from the office of:
Executive Director/S&T
National High Speed Rail Corporation Limited (NHSRCL),
2nd Floor, Asia Bhawan,
Sector-9, Dwarka
New Delhi – 110077, India
Tel: +91-11-28070400
E-mail: tender_SVGC@nhsrcl.in
8. Interested eligible Consultant, who purchased the RFP Documents beforehand, are invited to attend a Pre-proposal conference to be held on **18/11/2020, 11:00 hrs. (IST)**. The Pre-proposal meeting will be held through Video Conference (VC).

The Consultants who wish to join the VC shall be required to send a request email (along with necessary details such as name and address of the Consultant, name, designation & email id of the person(s) who shall attend the meeting and proof of payment of cost of RFP Document.), **to email id: tender_SVGC@nhsrcl.in, at least 2 working days in advance of the date of Pre-proposal meeting.** Client shall send the link for VC. Client reserves the right to restrict the number of links per Consultant based on the total requests received. Client reserves the right to reject any request received after the deadline of such requests stated above. **Participation in this Pre-Proposal Meeting is not mandatory.**

9. Courts in Delhi alone shall have the jurisdiction to entertain any application or other proceedings in accordance with Laws in India, in respect of anything arising under this Proposal.

S/d

Managing Director

National High Speed Rail Corporation Limited (NHSRCL)

2nd Floor, Asia Bhawan

Road No.205, Sector-9, Dwarka

New Delhi – 110077, India.

APPENDIX TO NIT

AGREEMENT ON NON-DISCLOSURE OBLIGATION

This Agreement on Non-Disclosure Obligation (hereinafter referred to as “this Agreement”) is made by National High Speed Rail Corporation Limited (herein after referred to as NHSRCL) and the firm, who has made the payment towards cost of Bidding Documents vide no.dated..... (insert payment details) for the purchasing of Bidding Documents purchase (hereinafter called as Invitee). Here after the Invitee and NHSRCL shall be collectively referred as the “Parties” and individually referred to as a “Party” in reference to this agreement.

1.0 PURPOSE

The purpose of this Agreement of “Non-Disclosure Obligation” is for the Invitee to be able to properly manage and maintain the confidentiality of the information provided or disclosed by the NHSRCL for Mumbai-Ahmedabad High Speed Railway Corridor (hereinafter referred to as “the Project”).

2.0 DEFINITIONS

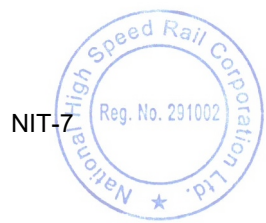
The following terms as used in this Agreement are defined as follows:

2.1 “Confidential Information” shall mean:

- (i) the terms and conditions of this Agreement; and
- (ii) as provided by the NHSRCL, in connection with or relating to the Projects, to the Invitee, any information related to the Projects (such as, but not limited to, technical documents and technical data, business documents, drawings and commercial data) including written information, oral information and information contained in any form of media or device, that is clearly identified by the NHSRCL as confidential information at the time of its disclosure.

2.2 Notwithstanding anything else contained in this Agreement, the Confidential Information shall not include any information:

- (a) that is, at the time of its disclosure, possessed by the Invitee without owing any confidentiality obligation;



(b) with regard to the technology or knowledge that is independently developed by the Invitee with no relation to any Confidential Information;

(c) that is properly acquired by the Invitee from a third party without owing any confidentiality obligation and such third party is not in breach of any confidentiality obligation relating to such information;

(d) that the NHRCL, by prior written consent, permits the disclosure of (subject to the terms and conditions of such consent from the NHRCL);

(e) that is disclosed by the NHRCL to a third party without imposing any confidentiality obligation thereon; or

(f) that subsequently becomes publicly known for a reason other than that attributable, directly or indirectly, to the Invitee after its disclosure.

2.3 The Invitee shall notify the NHRCL in advance, in writing, of the name of the relevant any other entities and individuals to which the Confidential Information is to be disclosed and obtain the prior written consent of the NHRCL for such disclosure.

3.0 CONFIDENTIALITY

3.1 The Invitee shall be obligated to keep the Confidential Information in confidence with the care of a good manager and shall not disclose or divulge the Confidential Information to any third party without the prior written consent of the NHRCL. Upon the discovery of any breach of this Agreement or the improper disclosure or misuse of the Confidential Information, the Invitee shall notify the NHRCL and shall take all necessary actions to prevent any further breach, improper disclosure or misuse, including by causing the persons to whom the Invitee disclosed the Confidential Information to agree and adhere to non-disclosure terms similar to those set forth in this Agreement.

3.2 Notwithstanding Section 3.1 above, the Invitee may disclose the Confidential Information:

(i) to the extent necessary, to (a) the Invitee's officers and employees (hereinafter collectively referred to as the "Employees") who need to know such Confidential Information for purposes of the Projects, (b) lawyers, advisors and other specialists owing confidentiality obligations under applicable laws, regulations or agreements and who are engaged by the Invitee to render services in connection with the Projects, (c) potential members participating in bids of the Projects and (ii) in accordance with applicable laws, rules and regulations, and any mandatory order by a court with jurisdiction or other public agency with jurisdiction; provided, however, that, if, and legally permitted to do so, the Invitee shall promptly notify the NHSRCL and take reasonable steps to assist the NHSRCL in contesting such order or otherwise in protecting the NHSRCL's rights prior to disclosure, to minimize the Confidential Information which is disclosed to follow such order.

3.3 The Invitee shall impose upon all of the Employees who have or have had access to the Confidential Information, confidentiality obligations which continue after such Employee's retirement/resignation/leave from the Invitee's company, equivalent to those of the Invitee under this Agreement and shall ensure such Employees comply therewith. The Invitee shall be jointly and severally responsible with such Employees (including former Employees) for any breach of such confidentiality obligations by such Employees (including former Employees).

3.4 The Invitee shall insert the relevant clause in their agreement/contract to impose the same obligation as stipulated in this Agreement to other members, consultants, subcontractors, manufactures etc. participating for such bids.

4.0 INTELLECTUAL PROPERTY RIGHTS

The Parties have expressly understood and agreed that all rights, including but not limited to those rights for property and intellectual property rights (including but not limited to patent rights, design rights, copyrights, trade secret rights and all other intellectual and industrial property rights of any sort throughout the world, the same shall apply hereinafter), regarding the Confidential Information or any other information mutually shared among the Parties will remain the exclusive property rights of the respective property rights holder.

5.0 NO WARRANTIES

The Invitee has expressly understood and agreed that neither NHSRCL nor the Invitee have any obligation under or by virtue of this Agreement to enter into furnishing, trading, development, or technology licensing agreement, or any other agreement, from or to the Invitee any products, services, or any technologies.

6.0 EXPORT CONTROL

In the event that sample products or technology including the Confidential Information is exported to India or any other country or provided to a resident in country by the Invitee, the Parties hereby confirm and agree on the need to adhere to the laws and regulations of such and other countries and perform any necessary procedures, including obtaining export permits.

7.0 DAMAGES

Each Party agrees to indemnify, save and hold harmless the other Parties from and against any and all losses, liabilities, expenses (including, legal fees and costs), claims, liens, damages or the like (limited to common direct damages actually incurred) incurred by the other Parties as a result of any breach of any provision of this Agreement.

8.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

9.0 JURISDICTION

The Parties will submit any disputes arising from or in connection with this Agreement that cannot be solved by good faith consultation among the Parties to the exclusive jurisdiction of Courts of Delhi for the court of first instance.

10.0 TERM

(1) The effective term of this Agreement shall run for a six (6) year period from the date hereof, and thereafter automatically extended for successive period of one (1) year

each, unless each Party shall have otherwise notified to the other Parties in writing at least one (1) month prior to the expiry of this Agreement or any extension thereof.

10.1 Notwithstanding the above, the obligations of the Invitee in relation to the Confidential Information shall survive after the termination of this Agreement.

10.2 Upon the termination of this Agreement, or at any time prior thereto upon the written request of the NHSRCL, the Invitee shall cease all use of and shall promptly return to the NHSRCL (at the expense of the Invitee), or shall promptly destroy in accordance with the reasonable instructions of the NHSRCL, all of the Confidential Information it received that is in tangible or electronic/digital form (including but not limited to originals, all summaries, copies and excerpts). In the event of its destroying, the Invitee shall destroy such Confidential Information by the way of non-reusable and furnish a written certificate of destruction thereof to the NHSRCL.

11.0 MISCELLANEOUS

11.1 This Agreement is the entire agreement between the Parties as to the subject matter hereof and supersedes any and all previous agreements, whether oral or written, as to its subject matter. It may be modified only by the written agreement of the Parties.

11.2 Any information disclosed to the Invitee by the NHSRCL before execution of this Agreement shall be treated subject to this Agreement.

11.3 If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the right and obligations of each Party shall be construed and enforced accordingly.

11.4 No failure or delay by each Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercises of any rights, powers or privileges hereunder.

11.5 This Agreement constitutes a non-disclosure agreement only and shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to any Party the right to make commitments of any kind for or on behalf of the other Parties without the prior written consent of the other Parties.

(End of APPENDIX to NIT)

Instructions for Online Proposal Submission:

The Consultant are required to submit soft copies of their Proposals electronically on the e-procurement portal of NIC (CPP Portal) <https://etenders.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the Consultant in registering on the CPP Portal, prepare their Proposals in accordance with the requirements and submitting their Proposals online on the CPP Portal.

More information useful for submitting online Proposals on the Portal may be obtained on the same portal of NIC i.e. <https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Consultants are required to enroll on the above mentioned e-Procurement portal by clicking on the link "Online Consultant Enrollment" on the Portal which is free of charge.
- 2) As part of the enrolment process, the Consultants will be required to choose a unique username and assign a password for their accounts.
- 3) Consultants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-procurement Portal.
- 4) Upon enrolment, the Consultants will be required to register their valid Digital Signature Certificate (DSC) (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile. For Indian Consultants, Authority recognized by CCA India for issuing DSC are Sify /nCode / eMudhra whereas, for foreign Consultants, the Digital Signature Certificate (DSC) will be issued by eMudhra.
- 5) Only one valid DSC should be registered by a Consultant. Please note that the Consultant are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Consultant then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR RFP DOCUMENTS

- 1) There are various search options built in the e-Procurement Portal, to facilitate Consultants to search active bids/RFP by several parameters. These parameters could include Proposal ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for RFP, wherein the Consultants may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a RFP published on the e-procurement Portal.
- 2) Once the Consultants have selected the Tenders/Bid/RFP they are interested in, they may download the required RFP documents/ bid schedules after paying the cost of RFP document. These RFP Documents can be moved to the respective 'My Tenders' folder. This would enable the e-procurement Portal to intimate the Consultants through SMS / e-mail in case there is any corrigendum issued to the RFP document.
- 3) The Consultant should make a note of the unique RFP ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF PROPOSALS

- 1) Consultant should take into account any corrigendum/addendum published on the RFP document before submitting their Proposals.
- 2) Please go through the tender advertisement and the RFP document carefully to understand the documents required to be submitted as part of the Proposals. Please note the number of covers in which the Proposal documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Proposals.
- 3) Consultant, in advance, should get ready the Proposal Document to be submitted as indicated in the RFP document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Proposal documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Proposal, a provision of uploading such standard documents (e.g. PAN card copy, GST certificate copy, annual reports, auditor certificates etc.) has been provided to the Consultant. Consultants can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for RFP submission process.

SUBMISSION OF PROPOSALS

- 1) Consultant should log into the website well in advance for Proposal submission so that they can upload the Proposal in time i.e. on or before the Proposal submission time. Consultant will be responsible for any delay due to other issues.
- 2) The Consultant has to digitally sign and upload the required Proposal documents one by one as indicated in the RFP document. The Digital signature (DSC) used for uploading of the Proposal submission should be in the name of the person to whom the power of attorney (POA) have been issued.
- 3) Consultant has to select the payment option as “online” to pay the tender fee and “Offline” for Bid Security as applicable and enter details of the instrument.
- 4) Consultant should submit the Bid Security as per the instructions specified in ITC 10.3.
- 5) Consultants are requested to note that they should necessarily submit their Financial Proposals in the format provided and no other format is acceptable. If the Financial Proposal has been given as a standard BOQ/Price Schedule format with the RFP document, then the same is to be downloaded and to be filled by each Consultant. Consultants are required to download the BOQ/Price Schedule file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the Consultant). No other cells should be changed. Once the details have been completed, the Consultant should save it and submit it online, without changing the filename. If the BOQ/Price Schedule file is found to be modified by the Consultant, the Proposal shall be rejected.

6) The server time (which is displayed on the Consultants/Consultant' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Proposal by the Consultant, opening of Proposals etc. The Consultants should follow this time during Proposals submission.

7) All the documents being submitted by the Consultant would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Proposal opening. The confidentiality of the Proposal is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any Proposal document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

8) The uploaded Proposal documents become readable only after the Proposal opening by the authorized Proposal openers.

9) Upon the successful and timely submission of Proposals (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful Proposal submission message & a Bid/Proposal summary will be displayed with the Bid/Proposal no. and the date & time of submission of the Proposal with all other relevant details.

10) The Bid/Proposal summary has to be printed and kept as an acknowledgement of the submission of the Proposal. This acknowledgement may be used as an entry pass for any bid/Proposal opening meetings.

ASSISTANCE TO CONSULTANTS

1) Any queries relating to the RFP document and the terms and conditions contained therein should be submitted online on the CPP portal and addressed to the RFP Inviting Authority for a tender or the relevant contact person indicated in the RFP documents.

2) Any queries relating to the process of online bid/proposal submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

Tel: The 24 x 7 Help Desk Number 0120-4200 462, 0120-4001 002/5, 0120-6277 787.

Mobile: +91-8700897687

E-Mail: support-eproc@nic.in

International Consultants are requested to prefix +91 as country code