



National High Speed Rail Corporation Limited (NHSRCL)

2nd Floor, Asia Bhawan, Road No.205, Sector-9, Dwarka, New Delhi-110077, India

Invitation for Bids

(International Competitive Bidding)

Date: 22.12.2022

Loan Agreement No: ID-P305

IFB No: MAHSR-D-1

Design and Construction of Thane Depot including Civil Works, Building Works, Inspection Sheds, Maintenance Depot, and Installation, Testing and Commissioning of Maintenance Facilities, and other Associated works in the State of Maharashtra for the Project for Construction of Mumbai-Ahmedabad High Speed Rail.

(Package No. MAHSR-D-1)

NOTICE OF INVITATION FOR BIDS (SINGLE STAGE TWO-ENVELOPE BIDDING)

- 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 works as described in the title.
- 2) The Government of India through National High Speed Rail Corporation Limited (NHSRCL) (herein after referred to as Employer) now invites online Bids from eligible Bidders for the construction and completion of the Works as described in the title. International Competitive Bidding will be conducted in accordance with JICA’s Single Stage (“Two Envelope”) Bidding Procedure.
- 3) Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans and is open to all Bidders from eligible source countries, as mentioned in Section-V Eligible Source Countries of Japanese ODA Loans.

Only those firms shall be eligible to purchase the Bidding Documents and participate in



the Bidding process who fulfil the following criteria:

The Eligible Nationality of the supplier(s) and/or contractor(s) for procurement of all goods, works and services shall be Japan and/or India in the case of the prime contractor. In case where the prime contractor is a joint venture, such joint venture shall be eligible provided that the nationality of the partners, both lead and other partner is Japan and/or India.

With regard to above, the nationality of the supplier(s) and/or contractor(s) can be regarded as Japan (hereinafter referred to as the “Japanese Company”) if all of the following conditions are satisfied:

- (a) Such supplier(s) and/or contractor(s) shall be nationals of Japan and/or juridical persons incorporated and registered in Japan, and have their appropriate facilities for producing or providing goods and services in Japan and actually conduct their business there;
- (b) Notwithstanding (a) above, a juridical person incorporated in a country or area other than Japan that satisfies all of the following conditions can be regarded as the Japanese Company:
 - (i) It is a subsidiary included in the scope of consolidation and factored into the aggregated accounting figures of the consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances; and
 - (ii) It is registered in the country or area where it was incorporated, has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.

The nationality of the supplier(s) and/or contractor(s) can be regarded as India (hereinafter referred to as the “**Indian Company**”) if all of the following conditions are satisfied:

- (i) Such supplier(s) and/or contractor(s) shall be nationals of India and/or juridical persons incorporated and registered in India, and have their appropriate facilities for producing or providing goods and services in India and actually conduct their business there;
- (ii) In the case of a juridical person, a majority of the subscribed shares shall be held by nationals of India or juridical persons incorporated and registered in India; and
- (iii) In the case of a juridical person, a majority of the full-time directors shall be nationals of India.

Only the firms with Eligible Nationality as Japan or India can purchase the Bidding Documents. In order to establish compliance to this provision, the Intending Bidders shall be required to submit the Intending Bidder’s Information Form (Annexure-1 to IFB) along with the attachments specified in the Form.

The application for the purchase of the Bidding Documents and Intending Bidder’s Information Form (Annexure-1 to IFB) shall be sent at the Employer’s address/email given at the Para (4) below, by email with pdf attachment, so as to reach NHSRCL at least ten (10) days in advance of the intended date of purchase of the Bidding Documents.



Based on compliance to the requirements as stated above, NHSRCL shall notify the Intending Bidders to submit the duly filled 'Agreement on Non-Disclosure Obligation' (Appendix to IFB) and pay the non-refundable fee for the purchase of the Bidding Documents.

- 4) Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of:

Managing Director

National High-Speed Rail Corporation Limited (NHSRCL)

2nd Floor, Asia Bhawan

Road No.205, Sector-9, Dwarka

New Delhi – 110077, India.

Tel: +91-11-28070000

Fax: +91-11-28070250

E-mail: d1packagetender@nhsrcl.in

- 5) For Intending Bidder(s), who are so notified by NHSRCL, a complete set of Bidding Documents, shall be available for downloading from e-procurement portal of NIC <https://etenders.gov.in/eprocure/app> from 23.12.2022 (09:00 Hrs) to 26.04.2023 (up to 15:00 Hrs) IST upon payment of a non-refundable fee of **INR 236,000.00 (Indian Rupee Two Hundred and Thirty-Six Thousand only) including GST** towards cost of Bidding Documents in the form of online remittance/ RTGS/NEFT/IMPS and uploading of Non-Disclosure Agreement (NDA) duly filled as per format Appendix to IFB. Interested Bidders, upon payment of Cost of Bidding Documents, shall be required to upload the NDA duly filled in the e-procurement portal and send an email to the Employer at email address mentioned in para 4) above along with necessary details (i.e. name and address of the Bidder, email id and copy of proof of payment of cost of Bidding Document), at least 2 working days in advance of deadline for submission of Bids. Upon verification of receipt of cost of Bidding Document and NDA, Employer will approve or reject the Bidder to download the Bidding Document from e-procurement portal of NIC <https://etenders.gov.in/eprocure/app>. IFB No. i.e. MAHSR-D-1 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered. NHSRCL account details for online remittance are given below:

Account Name - National High Speed Rail Corporation Limited,



Bank – HDFC Bank Limited, 209-214, Kailash Building, 26, Kasturba Gandhi Marg,
New Delhi-110001

Account No - 57500000079852

IFSC Code- HDFC0000003

MICR - 110240001

- 6) The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Standard Bidding Documents under Japanese ODA Loans for the Procurement of Electrical and Mechanical Plant and for Building and Engineering Works, Designed by the Contractor, by Japan International Cooperation Agency (JICA), July 2015 Trial Version and FIDIC Conditions of Contract for Plant and Design Build, First Edition 1999, respectively.
- 7) Bids must be submitted online only on e-procurement portal <https://etenders.gov.in/eprocure/app> from 19.04.2023 (09:00 Hrs.) up to deadline for submission of bids i.e. 26.04.2023 (15:00 hrs). Bid through any other mode shall not be entertained. However, Bid Security of INR 9,30,00,000 (Indian Rupee Nine Crore Thirty Lakhs only) in original shall be submitted physically by the Bidder on or before deadline for submission of Bids. The Instructions for Online Bid Submission are annexed herein.
- 8) To participate in the e-bidding process, it is mandatory for the Bidder to register their firm with e-procurement portal <https://etenders.gov.in/eprocure/app> to have a user ID and password and the Bidder should be in possession of Class III Digital Signature Certificate (DSC) in the name of the person duly authorized to sign and submit the Bid on behalf of the Bidder from any Certifying Authority recognized by CCA India, with their profile.
- 9) Only the Technical Bid will be opened online at e-procurement portal <https://etenders.gov.in/eprocure/app> at 15:30 hrs on 27.04.2023.
- 10) Interested eligible Bidders, who purchased the Bidding Documents beforehand, are invited to attend a Pre-bid meeting to be held on 31.01.2023 at 11:00 hrs. The Pre-bid meeting will be held through Video Conference (VC).

The Bidders 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 bidder, name, designation & email id of the person(s) who shall attend the meeting), at email mentioned at para 4) above, at least 2 working days in advance of the date of pre-bid meeting. Employer shall send the link for VC. Employer reserves the right to restrict the number of links



per Bidder based on the total requests received. Employer reserves the right to reject any request received after the deadline of such requests stated above.

Participation in this Pre-Bid Meeting is not mandatory.

- 11) 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 Bid.

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 IFB

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 (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 Projects”).

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.

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. 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 NHRCL and take reasonable steps to assist the NHRCL in contesting such order or otherwise in protecting the NHRCL’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, sub-contractors, 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

10.1 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.

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

10.3 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.

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.

Whereof, the parties hereto have caused this Agreement to be executed on the day, month and year specified above.

Signed by..... Signed by.....

For and on behalf of NHSRCL

For and on behalf of Invitee(s)

Name:.....

Name:.....

Position:.....

Position:.....

Date:.....

Date:.....

Company Stamp:.....

Company:.....

Company Stamp:.....

(End of Appendix to IFB)



ANNEXURE-1 TO IFB

INTENDING BIDDER’S INFORMATION FORM

Date: [insert day, month, year]
IFB No.: Package No. MAHSR-D-1

[The Intending Bidder shall provide the following information.]

Intending Bidder’s Details
Intending Bidder’s legal name: [insert full name]
Intending Bidder’s actual or intended country of registration: [insert country of registration]
Intending Bidder’s actual or intended year of incorporation: [insert year of incorporation]
Intending Bidder’s legal address in country of registration: [insert street/ number/ town or city/ country]
Intending Bidder's authorized representative (holding Power of Attorney to sign the Forms) information: Name: [insert full name] Address: [inset street/ number/ town or city/ country] Telephone/ Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address: [insert E-mail address]
Attached are copies of original documents of: 1. Memorandum and Articles of Association (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above. 2. The written confirmation of authorization to sign on behalf of the Intending Bidder in the form of Organizational Board Resolution or its equivalent and Power of Attorney specifying the representative’s authority to sign the Form.

This is to declare that the intending bidder is a Japanese/ Indian entity as per Clause (3) of IFB.

Intending Bidder’s Representative:

Signature:
Name:
Position:
Date:
Company:
Company stamp:



INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The Bidders are required to submit soft copies of their bids 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 bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

REGISTRATION

- 1) Bidders are required to enroll on the above mentioned e-Procurement portal by clicking on the link “**Online bidder Enrollment**” on the Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders 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 bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile. For foreign bidders, the Digital Signature Certificate (DSC) is issued by eMudhra (<https://www.e-mudhra.com/foreign-dsc.html>).
- 5) Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder 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 BID DOCUMENTS

- 1) There are various search options built in the e-Procurement Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of



Contract, Location, Date, Other keywords etc. to search for a bid published on the e-procurement Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required bidding documents after paying the cost of bidding document. These bids can be moved to the respective ‘My Tenders’ folder. This would enable the e-procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum/addendum issued to the bidding document.

3) The bidder should make a note of the unique Bid ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum/addendum published on the bidding document before submitting their bids.

2) Please go through the tender advertisement and the bidding document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid 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 bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bidding document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. The Bidder has to sign in ink the required Bidding Forms as indicated in the Bidding Documents and scan the same for submission. However, the XLS file for Price Bid is to be completed and directly uploaded. Bid 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 bid, 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 bidders. Bidders 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 bid submission process.

SUBMISSION OF BIDS



- 1) Bidder should log into the website well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The Bidder shall upload their Bid on <https://etenders.gov.in/e procure/app> using Class-III digital signature of authorised signatory only.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/ cost to bidding document/ Bid Security as applicable and enter details of the instrument.
- 4) Bidder should prepare the Bid Security as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the deadline of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their Price Bid in the format specified and no other format is acceptable. Bidders are required to download the Price Bid (latest revision, if any) file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it as .xls Document Type and submit it online, without changing the file name. If the Price Bid file is found to be modified by the Bidder, the bid shall be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders 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 bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid 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 bid documents become readable only after the bid opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

E-Mail: support-eproc@nic.in

International bidders are requested to prefix +91 as country code in place of initial 0.