

NATIONAL HIGH-SPEED RAIL CORPORATION LTD

SUPPLY AND INSTALLATION

OF

PRIMAVERA SOFTWARE

FOR SITE OFFICES AND CORPORATE OFFICE

SEPTEMBER 2018

NATIONAL HIGH-SPEED RAIL CORPORATION LTD.:

2ND FLOOR, ROAD NO. 205, SECTOR-9

DWARKA, NEW DELHI – 110 077



Section 1 (IFB)



NATIONAL HIGH SPEED RAIL CORPORATION LIMITED

COMPETITIVE BIDDING INVITATION FOR BIDS

Bid Notice No. NHSRCL/CO/S&T/2018/9

Date: 06/09/2018

1. National High Speed Rail Corporation Limited (NHSRCL), having its Corporate Office at Asia Bhawan 2nd Floor, Sector 9, Dwarka, Delhi -110077, which is (a Public sector Enterprise set as) a joint venture of Central Government and state Government of participating states under the provisions of Companies Act, invites bids under single stage single packet System for Supply, installation and support of Primavera P6 EPPM Software Licenses for offices of NHSRCL at the Corporate Office, New Delhi and Site Offices at Mumbai, Ahmedabad, Surat and Vadodara.

Sl. No.	Approx. Estimated Cost of Services	Bid Security	Period	Cost of Bidding Document
1	<p>INR 37,55,126/- (Rupees Thirty-seven lakh fifty-five thousand One hundred twenty-six only) (including GST)</p> <p>[For Supply of Primavera P6 Enterprise Project Portfolio Management (EPPM) Software (Perpetual License) for Project Management at NHSRCL offices (for Server at Delhi & for Clients at Delhi, Mumbai, Surat, Vadodara & Ahmedabad).</p> <p>License shall be for 15 (fifteen) users including Annual</p>	<p>INR 75,000/- (Rupees Seventy-Five thousand only)</p>	<p>01 year</p>	<p>INR 3,540/- (including GST @18%)</p>



	Technical Support (Software update and Product support) for 1(one) year for all 15 users and Oracle BI Publisher for Oracle Applications including 1st Year Product Update & Support from Oracle (01 No.)]			
Note: GST shall be reimbursed on proof of payment.				

2. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the Instruction to Bidders of bid document.
3. **Bidding documents:** The interested Bidders may purchase the bidding documents from the address in Sl. No. 9 below between **10:00 hrs and 17:00 hrs** on any working day from 06/09/2018 to 15/09/2018 payment of non-refundable cost of **INR 3,540/-** (Rupees Three Thousand Five Hundred Forty only) by a crossed Demand Draft on any Scheduled bank payable at New Delhi drawn in favor of National High Speed Rail Corporation Limited, New Delhi.
4. Bidding Documents can also be down loaded from NHSRCL website www.nhsrcl.in from 06/09/2018 the bids can be submitted on the down loaded document along with a separate demand draft of **INR 3,540/-** towards the cost of bidding documents at the time of tendering in a separate envelope marked "cost of Bidding documents" failing which the offer will be summarily rejected.
5. Please note that, the tenderer can contact this office on any working day. It will be the responsibility of the bidder who is submitting the bid on downloaded bidding documents to check and see any addendum/Corrigendum issued in this regard from the website from time to time and ensure submission of bid along with all Addendum/Corrigendum."
6. Bids must be accompanied by a bid security **INR 75,000** (Rupees Seventy-Five thousand only) in any one of the forms as specified at **section 5.4** of section 2 (Instruction to Bidders) in the bidding documents and shall have to be valid for **30 days** beyond the validity of the bid.

7. **Pre-Bid Meeting:** No Pre-Bid meeting proposed

8. **Date of Receipt and opening of Bids:** The completed Bids must be dropped in the nominated tender box or delivered to the address below not later than **1500 hrs** on



27/09/2018. Bids will be opened at **1530 hrs** on the same day in the presence of Bidders who choose to be present. NHRCL will not be responsible for any delays in receiving the Bidding documents by the Bidder or receipt of Bids by NHRCL.

9. **Address for Communication:** Interested eligible Bidders may obtain further information from the following address:

JOINT GENERAL MANAGER /S&T
National High-Speed Rail Corporation Limited,
Room No. 234 ,2nd Floor Asia Bhawan, Sector-9,
Dwarka, Delhi-110077
Tel. No.: 011 -28070001/02/03/04

Email ID – jgmsntproj@nhsrcl.in



SECTION 2 (ITB)



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INSTRUCTION TO BIDDERS (ITB)**1 INTRODUCTION**

1.1 Background: National High-Speed Rail Corporation Limited is a Public Sector Enterprise created with a joint venture of Central Government and State Government of participating states, and has been vested with the responsibility of implementing High Speed Train Project.

1.2 Selection of Bidders:

1.2.1 National High-Speed Rail Corporation Limited (NHSRCL), hereinafter called the Employer, will select Bidder/firm/organization, called the 'Bidder' for Supply and Installation of Primavera P6 EPPM of NHSRCL at the Corporate Office, New Delhi and site offices at Mumbai, Surat, Ahmedabad and Vadodara. Amongst the eligible bidder who have submitted their bids in response to Request for bid document against 'Invitation for Bids' (IFB), a copy of which is placed in Section 1, in accordance with the method of selection specified in these 'Instruction to Bidders in Section 2.

1.2.2 Eligibility and Qualification Criteria:

I. A Bidder may be a natural person, private entity, government-owned entity, or any combination of them with a formal intent to enter into an agreement. The bidder must ensure to submit the following:

Submit Power of Attorney authorizing the signatory of the bid to commit the bidder

II. The eligibility of the firm will be adjudged based on the minimum qualification criteria as detailed in Para 5.7(Bid Evaluation).

III. **Responsiveness:** The firm should have submitted the bids in accordance with the guidelines in the Instructions to Bidders and it should meet the required response as per check list given in **Attachment 1** to data sheet (**Annexure 1, Section 2**)

IV. The Bidder shall be disqualified if:

(a) The bidder or any of its constituents has been blacklisted/ banned business dealings for all Government Departments or by Ministry of Railways or by NHSRCL at any time till finalization of bids, except in cases where such blacklisting/banning has been withdrawn by Competent



Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produced.

- (b) The bidder or any of its constituents has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of bids or thereafter till finalization of bids.
- (c) The bidder is found ineligible by the Employer.
- (d) The bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of “Allied Firm” under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared poor performer.
- (e) The Bidder shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Proforma given in Form-12. Non-submission of an affidavit by the bidder shall result in summary rejection of his bid.

V. Bidder shall immediately inform the Employer in case they cease to fulfill eligibility in terms of ITB 1.2.2 (IV). In case the Bidder has ceased to fulfill eligibility but fails to inform the Employer, his bid shall be summarily rejected and bid security shall be forfeited. The bidder shall also be liable for Banning of Business dealings for a period up to five years.

1.3 Examination of Bid Documents: In preparing their bids, bidders are expected to examine in detail the documents comprising the bid document. Material deficiencies in providing the information requested in the bid documents may result in rejection of bids.

1.4 Joint Bid: Not permitted

1.5 Fraud and Corruption:

- a) “**Fraudulent Practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.



- (i) Employer will reject a bid for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- (ii) Employer will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, and the assignments awarded by NHSRCL.

1.6 Only one bid:

If a bidder submits or participates in more than one bid such a bidder shall be disqualified.

1.7 Bid Validity

1.7.1 The **Data Sheet** indicates how long the bidders' bids must remain valid (upto 90 days) from the submission date.

1.7.2 The Employer will make its best effort to finalise the Contract within this period. In exceptional circumstances, the Employer may request bidders to extend the validity period of their bids. The request and the responses shall be made in writing. In case bidder extends validity of their bid, the bid security as furnished in accordance with ITB 5.4, shall also be extended upto the date mentioned in the letter of request for extension. Bidders have the right to refuse to extend the validity period of their bids.

2 CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

2.1 Pre-bid Meeting: There shall be no pre-bid meeting.

2.2 Clarifications: Bidders may request a clarification of any of the bid documents up to 10 days prior to bid opening. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Employer will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry, to all Bidders who have purchased the bid documents. Should the Employer deem it necessary to amend the bid as a result of a clarification, it shall do so following the procedure detailed under Sub-Clause 2.3.

2.3 Addendum: At any time prior to the submission of Bids, the Employer may, whether at its own initiative, or in response to a clarification requested by a firm, amend the bid by issuing an addendum. The addendum shall be sent to only those bidders who have purchased the Document, at any time prior to issue of addendum.

Addendum shall also be uploaded on NHSRCL web site for others. To give bidders reasonable time in which to take an amendment into account in their Bids, the



Employer may at its discretion, if the amendment is substantial, extend the deadline for the bid submission.

3 PREPARATION OF THE BID

3.1 Components:

Bidder's bid will consist of Single Packet Technical and Price Schedules of the firm as detailed in Para 5.2.

3.2 Language:

The bid as well as all related correspondence exchanged by the Bidders and the NHSRCL, shall only be in English. All reports prepared by the contracted Bidder shall also be in **English**.

4 THE BID DOCUMENT

4.1 General: The Bid should clearly demonstrate the Bidder's understanding of the requirements of the services, capability and approach for carrying out the tasks in the bid document. In preparing the Bid, Bidders are expected to take into account the requirements and conditions of the Bid documents. All information provided in Bidder's Bid will be treated as confidential.

4.2 Bid: The Bid should include a Bid Submission Form (Form 1) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm.

4.3 Documents Comprising Bid Format

4.3.1 The bidder shall submit the bid compiling all details and information as under:

Particulars		Remarks
i)	Bid submission Form	Form 1
ii)	Power of Attorney	Form 2
iii)	Bidder's Information Sheet	Form 3
iv)	Detail of Experience	Form 4
v)	Bid Security (Bank Guarantee)	Form 6 or any mode as per para 5.4 of ITB
vi)	Firms audited Financial Data for last 3 financial years	Form 10
vii)	Audited Balance Sheets for last 3 financial years	-

Particulars		Remarks
viii)	Proof of payment of Bid document and Bid Security.	In a separate envelope superscribed "cost of Bid document" or "Bid Security".
ix)	Schedule of Quantities	Form 11
x)	Affidavit	Form No. 12

4.3.2 The Bids must be submitted in hard copy.

4.3.3 Documents related to financial information: The Financial information requires completion of two forms namely Form 1 and 11 These are to be prepared as under:

- (i) Form 1 in Section 3, forming the covering letter for bid.
- (ii) Forms 11 shown in Section 3 relate to the costs of **Supply and Installation of Primavera software.**
- (iii) Form 11 specifies the proposed cost(s) and the figures provided therein will be read out aloud at the public opening of Price Schedules.
- (iv) Forms 1 and 11 should be typed on the Bidders' Letter Heads exactly in the same format of the forms.
- (v) In Form 1, an undertaking is to be given that, in preparation and submission of information, Bidders have:
 - Not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the Bid documents; and
 - Agreed to allow NHSRCL, at its option, to inspect and audit all accounts, documents, and records relating to the Bidder's bids and to the performance of the ensuing Bidder's Contract.

4.4 Bid Prices: The amount stated in Form 11 in Section 3, shall be the bid price.

4.4.1 Currency: Bidders have to submit their offer in **INR**.

4.4.2 Tax Liability: NHSRCL shall be deducting taxes deductible at source as per relevant Tax Laws/other applicable laws in India.

4.5 Bid Content:



The bids and qualification details shall be furnished for in accordance with the formats given in Section 3 and elaborated in clause 4.3 of these ITB and shall ensure the following:

- i) The bids and qualification details shall concise, relevant, complete and furnished in accordance with the formats given in Section 3 and elaborated in clause 4.3 of this ITB.

5 SUBMISSION, RECEIPT AND OPENING OF BIDS

5.1 Submission of Fully Responsive Bidders:

5.1.1 The Bidder shall submit a fully responsive bid including all the supporting documents requested in the Bid document. Once the bids are received and opened, Bidders shall not be required nor permitted to change the substance, quoted fee and so forth except at the time of negotiations carried out in accordance with the provisions of the Bid document. However, the Employer may ask in writing from the Bidders any clarifications/information based on the documents submitted with the bid considered necessary for evaluation, but not having any affect on the quoted fee and the substance of the bid. Bids must be delivered at the address given in the Data Sheet (Section 2) on or before the time and date stated in the Data Sheet or any new date established by the NHRCL according to provisions of Sub-Clause 2.3.

5.1.2 The Bidders shall submit the bids ensuring the following:

- (i) The bid document issued by the Employer in full duly initialled on all pages by the authorized signatory shall be enclosed and shall form part of bid.
- (ii) The authorized signatory of the Bidder shall initial all pages of the hard copy of the Technical and Price Schedule.
- (iii) All the corrigenda/addenda issued pursuant to clause 2.3 must be serially enclosed with the bid duly initialled on all pages which forms part of the bid document.
- (iv) Technical and Price Schedules shall be submitted in single sealed envelope in accordance with clause 5.2.
- (v) Proof of having paid the cost of Bid documents and the Bid Security shall be enclosed in a separate envelope in the packet.
- (vi) The bid shall be in single copy
- (vii) Undertakings/Affidavits as per requirement of bid document.

5.1.3 Bids (both Technical and Price Schedules shall contain no interlineations or



overwriting, except as necessary to correct errors made by Bidders themselves or to evidence provision of a price discount) which discount will be applied in the manner specified in Clause 5.7.2.2 (iii). The person(s) who signed the Bid document must initial any such corrections, interlineations or overwriting.

5.2 Submission of Bids:

5.2.1 The Bid to be sent to the Employer shall be placed in a sealed envelope clearly marked "ORIGINAL BID".

5.2.2 The sealed envelope/packet shall contain, as under:

- (i) All Forms of Section 3 as envisaged in Bid document and all other relevant data specified in the bid documents. All forms should be typed in the exact format of the Forms.
- (ii) One envelop superscribed "Bid Security", containing proof of having paid for the cost of bid document and Bid Security in Original.

5.2.3 The envelope must be addressed as below.

<p>TENDER NO.</p> <p>DUE ON :</p> <p style="text-align: center;"><i>(Do not open before Due Date)</i></p> <p style="text-align: center;">Original Bid</p> <p style="text-align: center;"><i>To</i></p> <p style="text-align: center;"><i>(Address as specified in Data Sheet)</i></p> <p>From:</p> <p><i>(Name and address of Bidder)</i></p>
--

5.3 Deadline for submission of Bids:

Bids must be received by the Employer at the address specified in Data Sheet in accordance with clause 5.2 of these ITB, not later than the time and date specified in the Data Sheet or extended date in accordance with clause 2.3 of ITB. Bids received after this deadline will be rejected and returned to the Bidder unopened.

5.4 Bid Security:

5.4.1 The Bid Security as stated in Data Sheet may be furnished in the form of;



- (i) (a) Cashiers or Banker's certified cheque or Bank Draft drawn on a Scheduled/Nationalized Bank in India in favour of "NATIONAL HIGH SPEED RAIL CORPORATION LIMITED" payable at New Delhi

OR

- (ii) an unconditional Bank Guarantee in the prescribed form given in Section 3, Form 6, from the banks acceptable to the Employer as mentioned below:
- (a) a Scheduled Bank in India
- (b) a Foreign Bank having their operations in India or
- (c) a Foreign bank which does not have operations in India is required to provide a Counter Guarantee by State Bank of India.

The bid security shall be valid upto the date as mentioned in Data Sheet or upto the date mentioned in the letter of request for extension in case extension is requested.

- (iii) Non-submission of requisite Bid Security in the form as specified above will lead to summary rejection of the bid and such bid shall be returned unopened.

5.4.2 The Bid Security of unsuccessful bidders will be returned as promptly as possible but not later than thirty (30) days after the expiration of the validity of the bid prescribed in clause 1.7 of these 'Instructions to Bidders'.

5.4.3 The Bid Security of the successful Bidder shall be returned promptly once the successful Bidder has furnished the required Performance Security and signed the Contract Agreement.

5.4.4 The Bid Security may be forfeited for any of the reasons mentioned below:

- (i) if a bidder withdraws its bid during the period of bid validity;
- (ii) if Bidder fails to accept Arithmetic Corrections as per Para 5.7.2.2 (ii);
- (iii) in case of a successful Bidder, if the Bidder fails to;
- (a) Furnish Performance Security in accordance with clause 8 of Conditions of Contract.
- (iv) if any tampering or changes are made in the bid document;
- (v) if the Bidder violates any other provision of bid document.

5.5 Modifications and Withdrawal of Bids:

5.5.1 Modification, substitution or written notice of withdrawal of the bid is received by the Employer in a sealed envelope prior to the deadline prescribed for submission of



bids. The Bidder may modify or withdraw its bid after submission, provided that the

5.5.2 The Bidder's modification or withdrawal notice shall be packaged and despatched in accordance with clause 5.2 of these ITB.

5.5.3 No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity. Withdrawal of a bid during this interval shall result in forfeiture of its bid security.

5.6 Opening of Bids:

5.6.1 Opening of Technical Bids

(i) The Employer will open the bids at the time and place specified in the ITB Data Sheet. Bidder's representatives may attend the opening, and those who are present shall sign a register evidencing their attendance.

(ii) No bid shall be rejected at the bid opening stage, except for late bids, which shall be returned unopened to the Bidder pursuant to clause 5.3

(iii) The envelope containing bids of modifications or withdrawal of Bidders will first be opened. In case of withdrawals, the name of the Bidder and the details of withdrawal will be noted in the Register. Further opening of sealed envelopes/packets of such a Bidder will be stopped. The unopened envelopes/packets will be returned to the Bidder.

(iv) In case of modifications the name of the Bidder and the details of modifications will first be noted in the Register.

5.6.1.1 The Bidder's names, bid of withdrawal or modification and the presence or absence of (a) Proof of payment of Cost of "Bid Documents and (b) Bid Security, and such other details as the Employer may consider appropriate, will be announced at the opening.

5.6.1.2 The details of withdrawals, proof of payment of cost of bid document, bid security, modifications, details contained in the bids of the various bidders will be examined by the nominated Tender Committee.

Note: The offers of such bidders who have withdrawn their offers, who have not given proof of payment of cost for bid document, who have not submitted bid security, who do not fulfill the eligibility criteria, whose offers are not responsive as decided by the Tender committee will be rejected.

5.7 Bid Evaluation



5.7.1 System of Evaluation of Bids.

Eligibility and minimum qualification criteria and least cost selection method shall be used to evaluate the bids.

5.7.1.1 Minimum Qualification Criteria

Criteria Requirement	Compliance Requirements	Documents Submission Requirements
	Single Entity	
A. Average Annual Financial Turnover		
<p>Minimum turnover equivalent to 150% of estimated cost within the last three financial years based on audited balance sheet or payment certificate.</p> <p>NOTE : In the event that the audited accounts for the latest concluded Financial Year are not available, the Bidder shall furnish information pertaining to the last three financial years after ignoring the latest concluded financial year. In case the bidder submits audited financial information for the last four or more years, only the figures for the latest three years shall be considered for evaluation.</p>	must meet requirement	Form 10
B. Contracts of Similar size and nature:		
<p>I. The bidder should have completed/ substantially completed at least one order/ contract, with value of at least 60% of estimated costs for supply and installation of Primavera software in the last 5 years before the deadline for submission of the bids.</p> <p style="text-align: center;">OR</p> <p>II. The bidder should have completed/ substantially completed at least Two orders/ contracts, with value of at least 40% of</p>	<p>must meet requirement</p> <p>of either I or II</p>	Form 4

Criteria Requirement	Compliance Requirements	Documents Submission Requirements
	Single Entity	
<p>estimated cost for supply and installation of Primavera software in the last 5 years before the deadline for submission of the bids.</p> <p>Note:</p> <p>1) The work should have been completed within this period irrespective of date of start.</p> <p>2) Any contract of such for supply and installation of Primavera software shall be treated as substantially completed if the payment received under the said contract is at least 80% of the contract value and the payment so received should be equal to or more than the minimum value stated above.</p>		
C. OEM Authorisation		
<p>The bidder must be an authorized licence holder of M/s Oracle India for Primavera software. Documentary evidence for the same must be submitted along with the bid.</p>	must meet requirement	-

5.7.2 EVALUATION OF PRICE SCHEDULE

5.7.2.1 Price Schedule will be reviewed to ensure that -

- (i) The figures provided therein are consistent with the details of the corresponding Technical Bids (e.g. supply schedule etc);
- (ii) The commercial terms in each bid in financial document will be checked for compliance set forth in the Data Sheet and other clauses of the Bid document.

5.7.2.2 The Evaluated Total Price for each bid will be determined as under:

- (i) Bids containing financial information will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Bid will be increased by



application of the highest unit cost and quantity of the omitted item as provided amongst the other submitted Bids.

(ii) The Employer shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) 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 subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.

(iii) If a discount has been offered in any Bids, such discount will be applied pro-rata on unit rates.

6 NEGOTIATIONS

6.1 Normally Negotiations are not allowed. However, if required, negotiations will be held at the address indicated in the Data Sheet. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.

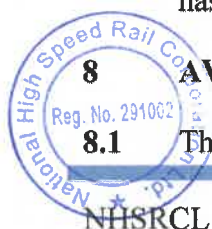
6.2 The financial negotiations will generally relate to the unit rates in Price Schedule.

7 CONFIDENTIALITY

7.1 Information relating to evaluation of Bids and recommendations concerning contract award shall not be disclosed to Bidders who submitted Bids or to other persons not officially concerned with the recruitment process until the winning firm has been notified and contract awarded.

8 AWARD OF CONTRACT

8.1 The Employer reserves the right to accept or reject any bids and to annul the bidding



process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all bids submitted and specifically, bid securities shall be promptly returned to the Bidders.

- 8.2** The Employer shall award the Contract to the bidder whose bid is substantially responsive to the Bid Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the lowest evaluated and after successful negotiations, if any, subject to ITB 8.3 below.
- 8.3** The Employer has the right to review at any time prior to award of contract that the qualification criteria, as specified in ITB 1.2.2, are still being met by the Bidder whose offer has been determined to be the lowest evaluated Bids. A Bid shall be rejected if the qualification criteria, as specified in ITB 1.2.2, are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Employer shall proceed to the next lowest evaluated Bids to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

9 NOTIFICATION OF AWARD

- 9.1** After completion of negotiations (if any), prior to the expiration of bid validity, the Employer will notify the successful Bidder in writing in form of Purchase Order (P.O.) or Letter of Award (LOA) through registered letter, fax and/or e-mail that its bid has been accepted by the Competent Authority at NHSRCL's Corporate Office.
- 9.2** The notification of award will constitute the formation of contract.
- 9.3** Upon the successful bidder's furnishing of the performance security, pursuant to clause 8 of Conditions of Contract, the Employer will promptly notify the other Bidders who submitted Bids that they were unsuccessful and will discharge their Bid Security, pursuant to clause 5.4.2.
- 9.4** Within seven (07) days of receipt of the Purchase Order/Letter of award, the successful bidder shall sign and date the Purchase Order/Letter of award and return it to the Employer. By mutual agreement, the contract signature date may be postponed by up to thirty (30) days.

10 Not Applicable

11 Not Applicable

12 DATE FOR COMMENCEMENT OF WORK: As indicated in Data Sheet.



13 TIME OF COMPLETION: As indicated in Data Sheet.

14 GOVERN OF LAWS:

The bidding process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the bidding process.



Annexure-1 (Section 2)**DATA SHEET**

Clause Ref.	Item	Data
1.2	Selection of Bidders.	Eligibility and minimum qualification criteria and least cost selection method
1.2.1	Name of the Employer	National High-Speed Rail Corporation Limited
1.6	Validity of the Bids	90 days from the deadline of submission of bid
2.1	Pre-bid Meeting: time, date and venue	No Pre-Bid meeting proposed.
2.2	Name and Address of the Employer where the correspondence concerning this Request for Bid is to be sent:	Joint General Manager/S&T, National High-Speed Rail Corporation Limited, 2 nd Floor, Asia Bhawan, Sector-9, Dwarka, Delhi-110077 Tel: 011-28070225 Email: jgmsntproj@nhsrcl.in
4.4.2	Local Taxation	The Bidder is liable to pay all taxes as applicable.
5.1.2(v)	Cost of Bid Documents	Rs.3,540/- (Rupees Three Thousand Five Hundred Forty only)
5.2	Address of Employer where Bidder must submit the bid in sealed cover.	Joint General Manager/S&T, National High-Speed Rail Corporation Limited, 2 nd Floor, Asia Bhawan, Sector-9, Dwarka, Delhi-110077
5.3	Deadline for Submission of Bids	1500 hrs on 27/09/2018
5.4	Bid Security	INR 75,000/-
5.4.1	Bid Security	The bid security shall be valid for 30 days beyond the validity of the bid.
5.5	Opening of Bids	1530 hours on 27/09/2018
12	Expected date for commencement of work	Within 15 days of PO/LOA.
13	Expected period of	01 month from the issue date of PO/LOA.



	completion of assignment/work	
14	Jurisdiction of Courts	Delhi

Note: In the event of the dates refer to in this document happen to be a holiday; the next working day shall be applicable.



Annex 1 (Section 2)**Attachment 1****ATTACHMENT 1 to DATA SHEET****Responsiveness: To be examined as under:**

S. No.	Item	Required Response
1	Has the Bidder Paid the Bid document Cost?	Yes
2	Is Bid Security furnished?	Yes
3	Is the Bid received prior to Deadline?	Yes
4	Is the Price Schedule available?	Yes
5	Submitted P.O.A.?	Yes
6	Submitted audited Balance Sheets for last 3 financial years?	Yes
7	Is the Bidder authorized licence holder of M/s Oracle India for Primavera software?	Yes
8	Has the firm submitted audited financial data for last 3 financial years in Form 10?	Yes
9	Has the firm submitted data regarding experience in Form 4?	Yes
10	Is the Bidder involved in any fraud and corrupt practices?	No

END OF SECTION II



SECTION 3 (BID FORMS)



CONTENTS

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Form – 12	Format for Affidavit to be submitted by Bidder along with the bid	20 to 21



BID SUBMISSION FORM*(On letter head of the BIDDER)*

From:

.....

.....

To:

The General Manager (S&T),
National High Speed Rail Corporation Limited

Dear Sir,

Sub: For Supply and Installation of Primavera P6 EPPM for offices of
NHSRCL at the Corporate Office, New Delhi and site offices at
Mumbai, Ahmedabad, Surat and Vadodara

Ref: NHSRCL/CO/S&T/2018/9 dated 06.09.2018

1. Having examined the completeness of bid documents, studied the terms and conditions of contract stipulated in the bid documents we, the undersigned offer to supply and installation of Primavera P6 EPPM for offices of NHSRCL at the corporate office, New Delhi and site offices at Mumbai, Ahmedabad, Surat and Vadodara for the implementation of the above services.
2. We undertake, if our bid is accepted, to:
 - (i) Furnish performance security within 10 (Ten) days of issue date of PO.
3. I/We undertake that:
 - (i) In competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
4. We certify that in preparation and submission of information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the bid documents.



5. Our proposal is valid for 90 days beyond the date of opening of bid and will be binding on us.
6. We have not made any tampering or changes in the bid documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if PO has been issued.
7. We declare that we are not liable to be disqualified in accordance with ITC 1.2.2 (VII) and for this we have furnished the affidavit.
8. Our attached Financial Bid is for the sum of Rs.(Rupeesonly) inclusive of all local taxes.
9. Our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations up to expiration of the validity period of the bid, i.e. 90 days beyond the date of opening of Bid and will be binding on us.
10. If negotiations are held during the validity of the Bid i.e. before, we undertake to Negotiate on the basis of bid staff. Our bid is binding upon us and subject to Modifications from contract negotiations.
11. I/We undertake that, in competing for and in executing (if the award is made to us) the above contract, we will strictly observe the laws of the land in force against fraud and corruption.
12. Our financial bid shall be binding on us subject to modifications resulting from negotiations up to expiry of the validity period of the bid .i.e. 90 days beyond the date of opening of bid and will be binding on us.
13. I/We understand that, the NATIONAL HIGH-SPEED RAIL CORPORATON LIMITED is not bound to accept any bid that the National High-Speed Rail Corporation Limited may receive.

Yours faithfully,

.....

Signature of authorised signatory of Bidder

(Seal)



Address:

.....
.....

Enclosures: As per ITB.



**FORMAT FOR POWER OF ATTORNEY FOR
AUTHORISED SIGNATORY OF SINGLE ENTITY**

POWER OF ATTORNEY*

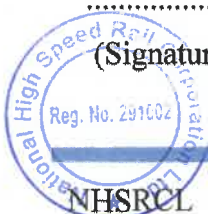
(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we (Name of Bidder with address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. (name and residential address who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **supply and installation of Primavera P6 EPPM for offices of NHRCL at the Corporate Office, New Delhi and site offices at Mumbai, Ahmedabad, Surat and Vadodara** including signing and submission of all documents and providing information/responses to GM/S&T, NHRCL, New Delhi representing us in all matters, dealing with NATIONAL HIGH SPEED RAIL CORPORATON LIMITED in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of 2018

.....
(Signature of authorised Signatory)



.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

***Notes:**

- ◆ *To be executed by Single entity where the competence of the authorised signatory is not supported by a Board Resolution or General Power of Attorney for such acts (copy of Board Resolution/GPA to be attached).*
- ◆ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*



Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country and year of constitution	
Bidder's year of Registration in India, if not constituted in India	
Bidder's legal address in country of constitution and as Registered in India	
Details of Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

The Consultant shall attach copies of the following original documents with the form:

- (a) In case of single entity, articles of incorporation or constitution of the legal entity named above.
- (b) Certificate of Constitution/Registration in India

Details of Experience

Fill up one form per contract where Bidder has rendered services.

Contract No.		Contract Name	
Award Date		Actual Completion Date	
Category of work (tick <input type="checkbox"/> as applicable)			
Total Contract Amount received in INR			
If partner in a JV specify participation in total contract amount in INR	Percent share of Total:	Share Amount:	
Employer's Name, Current Address and Current Telephone/Fax Number, E-mail			
Description of the work in accordance with Criteria 5.7 of Section 2			
Detailed Narrative Description of services rendered. (Give Details of Work that defines the scope relevant to the requirement)			

The Bidder shall attach copies of Certificate of Completion/Substantial Completion issued by the Employer with the form, failing which the claim of the Bidder shall be liable to be rejected.

Firm's Name & Signature of authorized signatory (Seal)

Bid Security

Bank Guarantee

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

..... **[Insert Bank’s Name, and Address of Issuing Branch or Office]**

Beneficiary: NATIONAL HIGH SPEED RAIL CORPORATON
LIMITED

Date:.....

Bid Security No.:

We have been informed that **[Insert name of the Bidder]**..... (hereinafter called "the Bidder") intends to submit to you its proposal (hereinafter called "the Bid") for the Providing**[insert name of work]** under Invitation for Request for Bids No.dated . . . (“the Bid document”).

WHEREAS, the Bidder is required to furnish Bid security for the sum of **[Insert Value of Bid Security required]**, in the form of bank guarantee, according to your conditions of bid document.

AND

WHEREAS,**[Insert Name of the Bank]**, with its Branch**[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through**[Insert Name and Designation of the authorised persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for bid security as hereinafter contained, in favour of the Employer:

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of **[Insert Value of Proposal Security required]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court,



Tribunal, Arbitration or any Authority or any threatened litigation by the Consultant or Bank. The demand made by the Employer shall be final, conclusive and binding on the Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the bid document or to any documents, which have been or may be made between the Employer and the Bidder, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at any time .
6. This guarantee will remain valid and effective from.....[insert date of issue] till Any demand in respect of this Guarantee should reach the Bank within the validity period of bid security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee (s) of Consultant in favour of the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

.....

Place.....

[Signature of Authorized person of Bank]

[Name in Block letters]

[Designation].....

[P/Attorney]No.....



Witness:

- 1 Signature Bank's Seal
Name & Address & Seal
[P/Attorney]No.....

- 2 Signature
Name & address & Seal

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.



**FORM OF CONTRACT PERFORMANCE SECURITY
(BANK GUARANTEE)**

[Refer Clause 8 of Conditions of Contract]

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank....

.....

To:

The Managing Director,
National High Speed Rail Corporation Limited
2nd Floor, Asia Bhawan, Sector-9
Dwarka
New Delhi-110 077.

WHEREAS, NATIONAL HIGH SPEED RAIL CORPORATION LIMITED, hereinafter called the **Employer**, acting through *[Insert Designation and address of the Employer's Representative]*, has accepted the bid of *[Insert Name and address of the bidder]*, hereinafter called the **Bidder**, for the work of *[Insert Name of Work]*, vide Notification of Award No. *[Insert Notification of Award No.]*.

AND

WHEREAS, the Bidder is required to furnish performance security for the sum of *[Insert Value of Performance Security required]*, calculated @ 5% of the contract value in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

AND

WHEREAS, *[Insert Name of the Bank]*, with its Branch *[Address]* having its Headquarters office at *[Address]*, hereinafter called the **Bank**, acting through *[Designation(s) of the authorised person of the Bank]*, have, at the request of the Bidder, agreed to give guarantee for performance security as hereinafter contained:

I. KNOW ALL MEN by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and



incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of ***[Insert Value of Performance Security required]*** as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Consultant or Bank. The demand made by the Employer shall be final, conclusive and binding on the Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The Bank Guarantee shall be unconditional and irrevocable.
6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Bidder, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
8. This guarantee is valid and effective from the date of its issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on ***[Insert the date twenty-eight days after the specified completion beyond warranty of the licenses]***. All demands for payment under the guarantee must be received by us on or before that date.
9. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid



until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry Date.

- 10. The Bank agrees that it's obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
- 11. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
- 12. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
- 13. The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of Consultant in favour of the Employer is available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

.....

Place.....

[Signature of Authorised person of Bank]

[Name in Block

letters].....

[Designation].....

[P/Attorney] No.....

.....

Bank's Seal

[P/Attorney] No.....

Witness :

1. Signature

Name & Address & Seal

2. Signature

Name & address & Seal



Note:

1. All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.
2. In case the guarantee is issued by a foreign Bank, the said bank shall have operations in India and should be countersigned and authenticated by Indian operation branch of the said bank.
3. The Bank Guarantee should be duly attested by Notary public with notarial stamps of appropriate value affixed thereon.



Firm's Audited Financial Data for last 3 financial years:

S. No.	Particulars (Year)	Turnover calculated as total certified payments received for contracts in progress or completed
1		
2		
3		
	Total Turnover of 3 years	
	Average Annual Turnover	

Note:

1. Please provide Audited Balance Sheets/Profit & Loss Accounts in support of Information given above. In the event that the audited accounts for the latest Financial Year (Financial year immediately preceding current financial year in which the bid is being opened) are not available, the Bidder shall furnish information pertaining to last three financial years after ignoring the latest financial year.
2. Form 10 should be certified by Chartered Accountant.



(On letter head of the Bidder)

Schedule of Quantities**IFB NO: NHSRCL/CO/S&T/2018/9**

For Supply and installation of Primavera P6 EPPM for offices of NHSRCL at the Corporate Office, New Delhi and site offices at Mumbai, Surat, Vadodara and Ahmedabad.

Sl. No.	Description	Quantity	Unit	Rate (in Rs.)		Amount (in Rs.)
				In Figures	In Words	In Figures
1	Supply and installation of Primavera P6 EPPM (Perpetual) for use by offices of NHSRCL (for Server at Delhi & for Clients at Delhi, Mumbai, Surat, Vadodara & Ahmedabad).	License shall be for 15 (fifteen) users including Annual Technical Support (Software update and Product support) for 1(one) year for all 15 users and Oracle BI Publisher for Oracle Applications including 1st Year Product Update & Support from Oracle (01 No.)				
2	Tax					
3	Discount					
4	Total (Inclusive of Taxes)					

Note1: The price quoted above will be taken as final figure for tender evaluation.

- 1.) Bidder should submit the calculation used in arriving the quoted rates in excel sheet.
- 2.) Bidder is required to produce bank details including PAN number at which payment has to be made.

Authorised Signatory

Name



Address.....

Seal.....



**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER
ALONG WITH THE BID**

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the Bidder)***

I (Name and designation)** appointed as the attorney/authorized signatory of the Bidder , M/s. _____ (hereinafter called the Bidder for the purpose of the Bid for the purpose of the bid for the work of _____ as per the Bid No. _____ of NHRCL, do hereby solemnly affirm and state on behalf of the Bidder as under:

1. *That the Bidder has not been Blacklisted/ banned for business dealing for all Government Departments, or by Ministry of Railways or by NHRCL at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
2. That the Bidder is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bids.
3. We declare that the Bidder have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance Manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared as poor performer.
4. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. We declare that the information and documents submitted along with the proposal by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
6. We understand that in case we cease to fulfill the requirements of the eligibility and qualifying criteria at any time after opening of proposals and till finalization of proposals, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our proposal



shall be rejected and proposal security shall be forfeited. We shall also be liable for Banning of Business dealings upto a period of five years.

7. We understand that if the contents of the affidavit are found to be false at any time during bid evaluation, it will lead to forfeiture of the bid security. Further, we *[insert name of the consultant]*** _____ understand that we shall be liable for banning of business dealings upto a period of five years.
8. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Proposal or Performance Security and banning of business dealings for a period of upto five years.

SEAL AND SIGNATURE OF THE BIDDER

Verification:

Verified on _____ day of _____ at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE BIDDER

**Modify the contents wherever necessary, in terms of sub-clause 1.2.2 ITB.*

*** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.*

Attestation before Magistrate/Public Notary



END OF SECTION III



SECTION 4 (SCOPE)



CONTENTS

S. No.	Description	Page No.
1	Introduction & Background	3
2	Scope of work	3

SCOPE OF SUPPLY AND INSTALLATION TO BE PROVIDED BY BIDDER**1. INTRODUCTION & BACKGROUND**

National High Speed Rail Corporation Limited (NHSRCL), having its Corporate office at Asia Bhawan, 2nd Floor, Sector-9, Dwarka, Delhi-110077, is a Public Sector Enterprise set up as joint venture of Central Government and participating states under the provisions of Companies Act ,invites proposals under single stage single packet system for the work of the Bid Document For Supply and installation of Primavera P6 EPPM for offices of NHSRCL at the Corporate Office, New Delhi and site offices at Mumbai, Ahmedabad, Surat and Vadodara.

2. SCOPE OF SUPPLY

2.1 The agency shall provide NHSRCL required number of Primavera P6 EPPM licenses (Perpetual) as per the terms & conditions of the contract specified herein and mentioned herein below:-

- (1) Supply of Primavera P6 Enterprise Project Portfolio Management (EPPM) Software for Project Management at NHSRCL offices (for Server at Delhi & for Clients at Delhi, Mumbai, Surat, Vadodara & Ahmedabad).
- (2) License shall be for 15 (fifteen) users including Annual Technical Support (Software update and Product support) for 1(one) year for all 15 users.
- (3) Oracle BI Publisher for Oracle Applications including 1st Year Product Update & Support from Oracle (01 No.).

END OF SECTION IV

SECTION 5
(CONDITIONS OF CONTRACT)



CONDITIONS OF THE CONTRACT**1. GENERAL INSTRUCTIONS**

All works related to, "SUPPLY AND INSTALLATION OF PRIMAVERA P6 EPPM FOR OFFICES OF NHSRCL" as specified in Scope of Work, Section 4.

2. PERIOD OF COMPLETION OF WORK

The work shall be completed within 01-month w.e.f. the date of the issue date of PO/LOA.

3. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the Employer. If failure, on the part of the Contractor, to supply the software in proper time shall have arisen from any cause which the NHSRCL may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances.

4. VARIATION IN AGREEMENTAL QUANTITY & ITS PAYMENT

4.1 Modification to Contract to be in Writing: In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the NHSRCL.

4.2 Powers of Modification to Contract: NHSRCL shall be entitled by order in writing to enlarge or extend, diminish or reduce in quantities of licenses up to 25% of agreed quantities on same rates, terms & Conditions within 01 months from date of issue of Purchase Order/Letter of Award.

5. PAYMENT TERMS

5.1 100% payment against supply, installation, inspection and acceptance by Sr. Manager/Planning (NHSRCL).

5.2 The payment shall be made to the contractor after submission of their invoices/bills, verification and certification by Sr. Manager/Planning (NHSRCL) and on production of following:

- (i) Original Invoice
- (ii) Prior submission of CPS
- (iii) Signing of Contract Agreement

5.3 No advance payment shall be given under any circumstances whatsoever.

5.4 In case NHSRCL receives any complaint regarding non-payment of wages to



personnel deployed/ engaged for providing services to NHSRCL, the amount so payable to these personnel shall be recovered from agency's bill/ other dues and paid to such personnel.

- 5.5 The selected agency/contractor shall further comply with all tax regulations as prevailing from time to time.
- 5.6 Signing of Purchase order/Letter of Award & Contract Agreement and submission of CPS shall be a prerequisite for release of payment. Contract Performance Security shall be submitted to NHSRCL within 10 days of the issue of Purchase order/Letter of Award.
6. **PAYING AUTHORITY:**GM (Fin), NHSRCL, Asia Bhawan Sector-09 Dwarka Delhi 110077.

7. TERMINATION OF THE CONTRACT & PAYMENT THEREOF

- 7.1 If at any time the contractor makes any default in proceeding the work with due diligence and continue to do so even after the notice in writing or commit any default in complying any of the terms and conditions even after the notice in writing, given on that behalf by the Officer-in-Charge, NHSRCL may without prejudice to any other rights to remedy which shall have accrued or shall accrue thereafter to the Corporation, by written notice, terminate the contract as a whole or part of the Contract.
- 7.2 Notwithstanding anything contained above, NHSRCL reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 (Fifteen) days' notice without assigning any reason and without any financial consideration/implication.

If the contract is terminated as aforesaid, the contractor shall be paid by NHSRCL for the works executed and accepted by the NHSRCL prior to the date of termination at the rates and price provided in the contract. In the event of any dispute in regard to portion of the payment to made, the decision of NHSRCL shall be final and binding

8. CONTRACT PERFORMANCE SECURITY (CPS)

- 8.1 Within 10 days of the receipt of notification of award, the successful Bidder shall furnish a contract performance security equivalent to an amount of 5% of the value of accepted Contract amount in the form of:

a). Cashiers or Banker's certified cheque or Bank Draft drawn on a Scheduled/Nationalized Bank in India in favour of "NATIONAL HIGH SPEED RAIL CORPORATION LIMITED" payable at New Delhi

or



b). Bank Guarantee from:

- i) a Public Sector Bank located in India or
- ii) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crore or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or
- iii) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A – (A minus) or equivalent by reputed rating agency. The prescribed format will be provided at the time of award. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India.

8.2 The Contract Performance Security shall be kept valid for a period of 28 days beyond Software update and Product support period and will be returned to the contractor without any interest.

8.3 The Contract Performance Security(s) amount shall be payable without any condition whatsoever and these guarantees shall be irrevocable.

8.4 The Contract Performance Security is intended to secure the performance of the entire contract.

9. ON SITE SUPPORT

9.1 The Contractor shall provide Annual Technical Support (Software update and Product support) for 01(one) year for all 15 users and Oracle BI Publisher for Oracle Applications including 1st Year Product Update & Support from Oracle (01 No.).

9.2 Support period shall be 01(one) year after the completion certificate issued by NHSRCL.

9.3 Any shortcoming observed shall be rectified during the support period by contractor free of cost.

10. ARBITRATION:

10.1 In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Contract Agreement or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views



on all or any other matters in dispute or difference. The award of the arbitrator s hall be final and binding on the parties of this Contract.

10.2 If the arbitrator be the Head of the Centre/Unit –

- i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his success or-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or
- ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

10.3 If the arbitrator be a person appointed by the Head of the Purchase Office – In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

10.4 Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force s hall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the NHRCL and the Contractor the time for making and publishing the award. The venue of arbitration s hall be the place as Employer in his absolute discretion m ay determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

10.5 In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.



CONTRACT FORMS

Form No. COF/1

Letter of Award

[on letterhead paper of the Employer]

Date.

To: *[Name and address of the Contractor]*

.....

Subject : *[Insert Name and Identification number]..... [Notification of Award].....*

This is to notify you that your Bid dated *[Insert Date]*. . . for execution of the . . . *[name of the contract and identification number, as given in the Contract Data]* . . . for the Accepted Contract Amount of the equivalent of INR . . . *[Insert amount in numbers and words and name of the currency]*. . . , as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted.

Authorized Signature:

Name and Title of Signatory:



FORM No. COF/2

Contract Agreement

THIS AGREEMENT made the day of, between [*Name of the Employer.*]
. (hereinafter "the Employer"), of the one part, and [*name of the Contractor*].
(hereinafter "the Contractor"), of the other part:

WHEREAS the *Employer* desires that the Works known as [*name of the Contract*].
should be executed by the Contractor, and has accepted a Bid by the Contractor for the
execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - the Letter of Award
 - the Letter of Proposal
 - the Letter of Price Bid
 - the Addenda Nos. [*Insert addenda numbers if any*].
 - the Conditions of Contract;
 - Schedule of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [*name of the borrowing country*].on the day, month and year indicated above.

Signed by
.....

Signed by

for and on behalf of the Employer

for and on behalf the Contractor

in the presence of

in the presence of

Witness, Name, Signature, Address, Date

