



## **National High Speed Rail Corporation Limited (NHSRCL)**

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

### **Invitation for Bids**

Date: 28.04.2023

Loan Agreement No: ID-P305

IFB No: MAHSR-IM-1(X) and MAHSR-IM-1(Y)

### **Design, Manufacture, Supply and Testing & Commissioning on Design Build Lump Sum Price Basis of Inspection and Maintenance Car for Track, Tunnel, Bridges, OHE, other Machines and Associated Works in Two (2) Separate Lots IM-1(X) and IM-1(Y) for the Project for Construction of Mumbai-Ahmedabad High Speed Rail**

#### **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 package for the following two separate lots/contracts:
  - i. **MAHSR-IM-1(X)**: Design, Manufacture, Supply and Testing & Commissioning on Design Build Lump Sum Price Basis of Eight (8) Types of Inspection and Maintenance Cars for Track, Other Machines and Associated Works for the Project for Construction of Mumbai-Ahmedabad High Speed Rail.
  - ii. **MAHSR-IM-1(Y)**: Design, Manufacture, Supply and Testing & Commissioning on Design Build Lump Sum Price Basis of Six (6) Types of Inspection and Maintenance Cars for Tunnel, Bridges, OHE, and Associated Works, for the Project for Construction of Mumbai-Ahmedabad High Speed Rail.
- 2) The Government of India through National High Speed Rail Corporation Limited (NHSRCL) (hereafter referred to as Employer) now invites sealed Bids from eligible Bidders for the design, execution and completion of the Works as described in 1) above. International Competitive Bidding will be conducted in accordance with JICA's Single Stage ("Two Envelope") Bidding Procedure.
- 3) Bidding will be conducted in accordance with the procedures of JICA's Standard Bid-



ding Documents under Japanese ODA Loans (July 2015 Trial Version) and the Guidelines for Procurement under Japanese ODA Loans (April 2012) and is open to all Bidders from eligible source countries described in Section-V Eligible Source Countries of Japanese ODA Loans.

Only those firms who fulfil the following criteria shall be eligible to purchase the Bidding Documents and participate in the Bidding process:

- A. 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 the 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(s), is Japan and/or India.
- B. 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 a 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 therein;
- (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 the eligible nationality of Japan or India can purchase the Bidding Documents. In order to establish compliance with this provision, 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.

- 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)

2<sup>nd</sup> Floor, Asia Bhawan

Road No.205, Sector-9, Dwarka

New Delhi – 110077, India.

Tel: +91-11-28070000

Fax: +91-11-28070250

E-mail: im1packagetender@nhsrcl.in

- 5) The 'Agreement on Non-Disclosure Obligation' is attached herewith as 'Appendix to IFB' and is required to be strictly followed.

If the Intending Bidder agrees to the 'Agreement on Non-Disclosure Obligation', the Intending Bidder may apply for the purchase of the Bidding Documents on submission of a written application along with the duly filled and signed Intending Bidder's Information Form (Annexure-1 to IFB). The application shall be signed by the same representative who is authorized to sign the Intending Bidder's Information Form (Annexure-1 to IFB). The application shall specify on the company's letterhead, the name & address of the Bidder, email address, contact details, etc. Further, in the case of purchasing the Bidding Documents as per Sub-Clause (A) below, the application shall also specify the details of the person authorized to obtain the Bidding Documents from



NHSRCL's office.

The application for the purchase of the Bidding Documents, along with the Intending Bidder's Information Form (Annexure-1 to IFB), shall be sent to the Employer's address/email given in Para. 4) above by courier/email with a PDF attachment, so as to reach NHSRCL at least 16 days in advance of the intended date of purchase of the Bidding Documents.

Based on compliance to the requirements as stated above in Clause 3, 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. However, the evaluation of Bids shall be carried out as detailed in the Bidding Documents.

The Intending Bidders who are so notified by NHSRCL may purchase the complete set of Bidding Documents by submitting the duly filled and signed 'Agreement on Non-Disclosure Obligation' (Appendix to IFB) by courier/email with a PDF attachment at the Employer's address/email given in Para. 4), and paying the non-refundable fee for the purchase of the Bidding Documents as follows:

- A. The Bidding Documents may be purchased both in hard and soft copy formats upon payment of a non-refundable fee of INR 236,000/- (Indian Rupees Two Hundred and Thirty-Six Thousand only) including GST in the form of a demand draft or banker's cheque, payable in Delhi from any Indian nationalised or scheduled bank or any Japanese bank having corresponding arrangements with an Indian bank in favour of "National High Speed Rail Corporation Limited".
- B. Alternatively, the complete set of Bidding Documents in soft copy format only may be purchased upon payment of a non-refundable fee of INR 236,000.00 (Indian Rupee Two Hundred and Thirty-Six Thousand only) including GST in the form of an online remittance to NHSRCL. After the remittance, the eligible Bidder will be required to submit a request through email to [im1packagetender@nhsrcl.in](mailto:im1packagetender@nhsrcl.in) along with proof of payment. A link for downloading the Bidding Documents shall then be shared with the Bidder. NHSRCL account details for online remittances are as follows:

Account Name - National High Speed Rail Corporation Limited,

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



New Delhi-110075

Account No - 57500000079852

IFSC Code- HDFC0000003

MICR – 110240001

The Bidding Documents shall be available for sale at NHSRCL's office as mentioned in Para. 4) from 1000 hrs to 1700 hrs on all the working days from 01.05.2023 to 29.08.2023. Alternatively, the Bidding Documents shall also be available for downloading vide the link after payment as mentioned in the paragraph above.

All communication from/to the Intending Bidder regarding the purchase of the Bidding Documents shall be with the email address mentioned in the Intending Bidder's Information Form (Annexure-1 to IFB).

- 6) The provisions in the Instructions to Bidders (ITB) 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 the FIDIC Conditions of Contract for Plant and Design Build, First Edition 1999, respectively.
- 7) The Bidder can submit his Bid for **either or both of the lots** as described below:  
**IM-1(X)**: The Bidder shall submit a separate Technical Bid and Price Bid.  
**IM-1(Y)**: The Bidder shall submit a separate Technical Bid and Price Bid.  
In case the Bidder wishes to bid for both lots, the Bidder shall submit a Technical Bid and Price Bid for each of the two lots separately. That is, a combined single Technical Bid and Price Bid for both lots is not permitted.
- 8) Bids must be delivered to the General Manager (Contract) at the address as given in BDS ITB 24.1 on or before 1500 hrs on 30.08.2023 and must be accompanied by a Bid Security(ies) as follows:  
**IM-1(X)**: Bid Security of INR 62,000,000.00 (Indian Rupee Sixty-Two million only).  
**IM-1(Y)**: Bid Securities of INR 34,000,000.00 (Indian Rupee Thirty-Four million only).  
In case the Bidder wishes to bid for both lots, the Bidder shall submit a Bid Security for each of the two lots separately.
- 9) Only the Technical Bid for both the lots will be opened in the presence of the Bidders' representatives who choose to attend at 1530 hrs on 30.08.2023 at the office of:



Managing Director,  
National High Speed Rail Corporation Limited  
2nd Floor, Asia Bhawan  
Road No.205, Sector-9, Dwarka  
New Delhi – 110077, India

- 10) Interested eligible Bidders who purchased the Bidding Documents beforehand are invited to attend a Pre-bid meeting to be held on 07.06.2023 at 1100 hrs. The Pre-bid meeting will be held through a Video Conference (VC).

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) to the email address mentioned in Para 4) at least 2 working days in advance of the date of the Pre-bid meeting. The Employer shall then send the link for the VC. The Employer reserves the right to restrict the number of links per Bidder based on the total requests received. The Employer also reserves the right to reject any request received after the deadline for making such a request 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 the laws in India in respect of anything arising under this Bid.

S/d

Managing Director  
National High Speed Rail Corporation Limited (NHSRCL)  
2<sup>nd</sup> 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 (hereinafter referred to as NHSRCL) and the firm who has made payment towards the cost of the Bidding Documents vide no. ....dated..... (*insert payment details*) for the purchasing of Bidding Documents (hereinafter called the Invitee). Hereafter, the Invitee and NHSRCL shall be collectively referred as the “Parties” and individually referred to as a “Party” in 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 NHSRCL for the 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 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 NHSRCL, by prior written consent, permits the disclosure of (subject to the terms and conditions of such consent from NHSRCL);
- (e) that is disclosed by NHSRCL 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 NHSRCL 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 the 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 NHSRCL and take reasonable steps to assist NHSRCL in contesting such order or otherwise in protecting NHSRCL's rights prior to disclosure, to minimize the Confidential Information which is disclosed to follow such order.

**3.3** The Invitee shall impose upon all of the Employees who have or have had access to the Confidential Information, confidentiality obligations which continue after such





Employee's retirement/resignation/leave from the Invitee's company, equivalent to those of the Invitee under this Agreement and shall ensure such Employees comply therewith. The Invitee shall be jointly and severally responsible with such Employees (including former Employees) for any breach of such confidentiality obligations by such Employees (including former Employees).

**3.4** The Invitee shall insert the relevant clause in their agreements/contracts to impose the same obligation as stipulated in this Agreement to other members, consultants, subcontractors, manufacturers, 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 WARRANTS**

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 be extended for successive period of one (1) year each, unless a 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 a Party in exercising any right, power or privilege herein shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercises of any right, power or privileges herein.
- 11.5 This Agreement constitutes a non-disclosure agreement only and shall not be construed as a teaming, joint venture, or any 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 below.

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-IM-1(X) and IM-1(Y)

[The Intending Bidder shall provide the following information]

<b>Intending Bidder's Details</b>
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: [insert 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]
<b>Attached are copies of original documents of:</b> 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.

### **Self-Certification of the Intending Bidder**

1. We hereby declare that we are a Japanese/Indian entity as per Clause 3) of the IFB.
2. We also understand that the evaluation of our Bid shall be as per the conditions of the Bidding Documents and that the above details are only for the sale of the said Bidding Documents.



**Intending Bidder's Representative:**

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

(End of Annexure-1 to IFB)