

Tender no. NHSRCL/MUMBAI /18-19/12

No- NHSRCL/Mumbai/CPM-2/2018

Date: 05.11.2018

CORRIGENDUM - 1**Corrigendum Summary Sheet**

S.No.	Page No.	Older Version	Revised Version
1.	Pg 2 To be substituted with Pg 2R	Tender Notice Sr No 1. EMD and Tender Fee	Tender Notice Sr No 1. EMD and Tender Fee is changed from Rs 2,00,000/- and Rs 5,900/- to Rs 3,62,270/-and Rs 11,800/- respectively
2.	Pg 3 To be substituted with Pg 3R	Clause 1.1 Key Information, Events and Dates	Clause 1.1 Key Information, Events and Dates Sr no. 1. 2 of clause is modified
3.	Pg 6 To be substituted with Pg 6R	Clause 3.4 EMD	Clause 3.4 EMD is modified
4.	Pg 7 To be substituted with Pg 7R	<ul style="list-style-type: none"> Clause 3.5 point (6) EMD of successful bidder would be refunded upon submission of performance security Clause 3.5 point (7) 	<ul style="list-style-type: none"> Clause 3.5 point (6) is modified EMD of successful bidder will be retained as part of security for the due fulfillment of the contract and new clause 3.25 is introduced Clause 3.5 point (6) is modified
5.	Pg 8 To be substituted with Pg 8R	<ul style="list-style-type: none"> Clause 3.12 point (3) 	<ul style="list-style-type: none"> Clause 3.12 point (3) is modified
6.	Pg 21 To be substituted with Pg 21R	<ul style="list-style-type: none"> Clause 5 point (3a) and (3d) 	<ul style="list-style-type: none"> Clause 5 point (3a) and (3d) are modified
7	New page 15 A is introduced	NIL	Clause for security deposit is introduced



60

1 TENDER NOTICE

On behalf of **National High Speed Rail Corporation Limited, New Delhi**. (hereinafter referred to as "NHSRCL"), the undersigned invites proposal from reputed Consultancy firms for providing services as per the Scope of Services mentioned in this document and as per details below:

Sr. No.	Name and Scope of Work	EMD (Rs.)	Tender Fee (Rs.) Not refundable	Validity days
1	Appointment of Consultant for Communication Planning and Public Relation Management Activities (CPMA) for MAHSR Project in Palghar district of Maharashtra	2,00,000/- (Two lakh) 3,62,270/- (Three lakhs Sixty two thousands Two hundred Seventy Only) (Including GST)	5,900/- 11,800/- (Eleven Thousands Eight Hundred Only) (Including GST)	180 120 days

Bidder to submit bid in three envelope system. All the notifications, clarifications, corrigendum & details of terms and conditions regarding this tender notice hereafter will be published online on web site <http://www.nhsrcl.in> and Govt e-procurement portal (CPP) viz, <http://www.eprocure.gov.in>.

- 1 Bidding documents can be purchased from NHSRCL, at the address mentioned below from Date 25.10.2018 15:00 hrs to Date 15.11.2018 13:00 hrs and can also be downloaded from the website <http://www.nhsrcl.in>. The document can also be downloaded from Govt e-procurement portal (CPP) viz, <http://www.eprocure.gov.in>.
- 2 Required amount of tender fee and EMD shall be paid as stated in tender document.
- 3 Prebid conference will be held in the office of Chief Project Manager, Mumbai on dated 5.11.2018 at 11:00 Hrs.
- 4 Technical bids will be opened on 15.11.2018 Hrs. 15.00 at the office of Chief Project Manager, Mumbai
- 5 Time and date of opening of financial bids will be informed to the qualified bidders.
- 6 The NHSRCL, reserves the right to accept or reject any or all the tenders without assigning any reason.

Chief Project Manager-2
Mumbai, NHSRCL

Signature of Bidder

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Signature of NHSRCL Authority

1.1 Key Information, Events and Dates

1.1.1 Table: Bid Information

S. No.	Item	Description
1.	Earnest Money Deposit (EMD)	Rs 2,00,000 (Rs. Two lakh) Rs 3,62,270/- (Three lakhs Sixty two thousands Two hundred Seventy Only) (Including GST)
2	Tender/Processing Fee	Rs 5,900 (Rs. Ten thousand) including GST Rs 11,800/- (Eleven Thousands Eight Hundred Only) (Including GST)
3.	Bid Validity Period	120 days from Last date of receipt of Bid Documents
4	Performance Security in the form of Bank Guarantee/Demand Draft	5% of the total contract value. To be given within 30 days of award of contract , refer Clause 3.23
4.1	Security Deposit	Refer Clause 3.25
5.	Last date for signing contract	15 days from award of Letter of Award
6	Initial Period of Contract	6 Months

1.1.2 Table: Key Events and Date

S. No	Information	Details
1.	Advertising Date	25 th Oct, 2018
2.	Download Date	25 th Oct, 2018
3.	Last date to send in requests for clarifications	5 th Nov, 2018, 11:00 Hrs
4.	Date, Time and place of Pre-Bid conference	5 th Nov, 2018, 15:00 hrs Chief Project Manager, National High Speed Rail Corporation (NHSRCL), 1104, Eleventh Floor, Tower 2, Indiabulls Finance Centre, Senapati Bapat Marg, Elephinston Road (West), Mumbai - 400 013
5.	Release of response to clarifications would be available at:	www.nhsrcl.gov.in; www.eprocure.gov.in
6.	Last date (deadline) for submission of bids	15 th Nov, 2018 by 13.00 hrs
7.	Technical Bid Opening Date & Time	15 th Nov, 2018 by 15.00 hrs
8.	Commercial Bid Opening Date & Time	TBD
9.	Address for communication and hard copy submission (if any)	Chief Project Manager, National High Speed Rail Corporation (NHSRCL), 1104, Eleventh Floor, Tower 2, Indiabulls Finance Centre, Senapati Bapat Marg, Elephinston Road (West), Mumbai - 400 013

58

consortium. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

The Agency shall perform the activities in accordance with the Terms of Reference (the "TOR").

3.2 Bidding Process

- (1) Complete bidding process will be offline in three envelope system. All the notifications, clarifications, corrigendum & details of terms and conditions regarding this tender notice hereafter will be published online on web site <http://www.nhsrcl.in>.
- (2) Required amount of tender fee and EMD shall be paid.
- (3) Technical bids will be opened on the date and time mentioned in Bidding document at the office of Chief Project Manager, Mumbai.

3.3 Preparation of Proposals

The bidder shall submit the bid in CPM, Mumbai office. The bids submitted by the bidder shall comprise of Three Envelopes

- **ENVELOPE A:** EMD, Tender Fee, Eligibility Criteria, - Refer Annexure-A
- **ENVELOPE B: Technical Proposal-** Refer Annexure-B
- **ENVELOPE C: Financial Bid-** Refer Annexure-C

The Technical Proposal shall contain the following documents, to be submitted in the formats given in this RFP Document

- (1) Covering Letter with Technical Proposal Submission
- (2) Fulfillment of Eligibility criteria .
Supporting documents towards fulfilling eligibility criteria must be submitted, else proposal will not be considered.
- (3) Profile and Track Record in the field of Public Relations including (a) experience and credentials (b) client base (c) financial sector experience, if any (d) details of specialist partners/affiliates/associates, if any (d) any other relevant information.
- (4) A note on any one of the most effective Public Relations strategy formulated by the Public Relations (PR) Agency for a client(s) during the last three years, with an evaluation of the impact of the campaign.
- (5) Strategy to enhance awareness and disseminate information regarding the various policies, activities and schemes within the ambit of NHSRCL

The Financial Proposal shall contain the Letter of Financial Bid and Fee details as per the standard formats given in this RFP Document.

3.4 Earnest Money Deposit (Bid security)

- (1) Bidder will have to provide a EMD/Bid security of Rs. 2,00,000/- (~~Rupees Two Lakhs only~~) **Rs 3,62,270/- (Three lakhs Sixty two thousands Two Hundred Seventy Only) (Including GST)** by way of either a demand draft/pay order, issued in favour of NHSRCL, payable at New Delhi.

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- (2) In the event of non- submission of the EMD/bid-security the bid will be summarily rejected.
- (3) No interest will be payable on the EMD/Bid Security amount.
- (4) The EMD/ bid security amount will be forfeited if upon being declared successful the successful refuses to accept work order or having accepted the work order, fails to carry out its obligations mentioned therein.
- (5) The EMD/Bid Security will be refunded to the unsuccessful bidders only after completion of the entire bid process.
- (6) The EMD/Bid security of the successful bidder ~~would be refunded upon submission of Performance Security.~~ **will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 3.25 of the tender document.**
- (7) **EMD & Tender fees** Exemption Allowed to: Micro, Small and Medium Enterprises (MSME), National Small Industries Corporation Limited (NSIC), Start Up - As applicable as per prevailing Government of India norms.

3.5 Amendments to the RFP

At any time prior to the deadline for submission of proposals, NHSRCL may modify/amend or vary, for any reason deemed necessary, the RFP by an amendment notified on NHSRCL website or in writing or by fax or email to all the bidders who have received this RFP and such amendment shall be binding on them.

3.6 Modification, Substitution and Withdrawal of Proposal

No proposal can be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period. However, bidder is allowed to withdraw his bid till deadline for submission of proposals. Once the bids are submitted, modifications and substitutions in the bid documents shall not be allowed.

3.7 Clarifications of Proposal

In the process of examination, evaluation and comparison of proposal, the NHSRCL may, at its discretion, ask bidder(s) for clarification of its proposal which the bidder will be obliged to furnish in writing failing which its bid is not liable to be evaluated.

3.8 Correction of Errors

- i. Bidders are advised to exercise adequate care in quoting the prices/fees. No modification/ correction in quotations will be entertained once the commercial bids are submitted. Even before submission of the proposal, care should be taken to ensure that any corrections/overwriting in the proposal are initialed by the person signing the proposal form.
- ii. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

3.9 Language of the Proposal

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated time

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will become the property of the NHSRCL and will not be returned. The hardcopy version will be considered as the official proposal.

3.10 Local Conditions

- (1) It will be imperative on each bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of works/ services covered under these documents and specifications. It must be understood and agreed that all the factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded on these specifications and documents will be entertained by NHSRCL. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by NHSRCL, which are based on lack of such clear information or its effect on the cost of the work/services to the bidder.
- (2) Please note that the cost of preparing the proposal, presentation and of negotiating the contract including site visits etc. will not be reimbursable by NHSRCL.

3.11 Selection Process

The method of selection is **Quality and Cost Based Selection (QCBS)**. The **Technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%**. The bidder with highest Final Bid Score (S) shall be considered as the preferred bidder. In the event of two or more agencies obtain same highest Combined Technical & financial Score (S), the agency with maximum technical score will be selected.

3.12 Conditions of Eligibility of Applications

3.12.1 Pre-Qualification/ Eligibility Criteria Evaluation:

The Bidder / **Proprietorship or Partnership** Firm/ Company/ Consortium/ Joint Venture should meet the following eligibility criteria for qualifying for further Evaluation Process- Technical and Financial and are required to furnish the relevant documents to support their eligibility. Supporting documents as prescribed below need to be attached with the proposal.

- (1) The Bidder/ all the member of Joint Venture or Consortium should be registered under the Companies Act, 1956/2013, or LLP with registered offices in India- Company registration certificate
- (2) The Bidder/ at least one member of Joint Venture or Consortium should have been in operation for at least 10 years in India- Company registration certificate
- (3) The Bidder/ members of the consortium jointly should have an average annual turnover of INR 4.71 Crs during the last 3 financial years (FY 15-16 16-17 and 17-18)- Audited Financial Statements/ **along with** CA Certificates
- (4) The Bidder/ members of Joint Venture or Consortium collectively should have exhibited capacity of working in the field of social communication, direct interaction with the landholders, consulting, designing, creation of films, handling digital media.

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3.25 Security Deposit

The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

3.25.1 Recovery Of Security Deposit : Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under :

- (a) Security Deposit for each work should be 5% of the contract value,
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

Note -

- a) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- b) Maintenance period – **6 months**
- c) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon.

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15 A


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3.a	The Bidder should be registered under the Companies Act, 1956/2013, or LLP or Proprietorship certificate with registered offices in India	Company registration certificate/ (Copy of Certificate of incorporation countersigned by CA to be attached).	
3.b	The Bidder should have been in operation for at least 10 years in India	Company registration certificate, Company Letter Head Declaration	
3.c	The Bidder should have an average turnover of INR 4.71 Cr. during the last 3 financial years (FY 2015-16, 16-17 and 17-18)-	Statutory Auditor Certificate, Audited Financial Statements	
3.d	The Bidder/ at least one member of Joint Venture or Consortium should have worked with GoM/Gol for at least one project worth more than Rs 2.53 Cr. In the last <u>5</u> <u>7</u> years.	Work Order/ Completion Certificate/Self Certification (With supporting documents)	
3.e	The Bidder/ at least one member of Joint Venture or Consortium should have a direct experience of direct communication with the landholders of infrastructure project of GoM/Gol	Work Order/ Completion Certificate/Self Certification (With supporting documents)	
3.f	The Bidder/ at least one member of Joint Venture or Consortium should have created at least 10 films on social issues or success stories for GoM/Gol	Work Order/ Completion Certificate/Self Certification (With supporting documents)	
3.g	The Bidder/ at least one member of Joint Venture or Consortium should have handled digital brand management of at least One infrastructure project for GoM/Gol	Work Order/ Completion Certificate/Self Certification (With supporting documents)	
3.h	The Bidder/ at least one member of Joint Venture or Consortium should have created at least 10 animation films for GoM/Gol of which at least five should be on social issues related to infrastructure project.	Work Order/ Completion Certificate/Self Certification (With supporting documents)	
3.i	The Bidder/ at least one member of Joint Venture or Consortium should have an experience of handling media in Maharashtra for an infrastructure project of GoM/Gol.		
3.j	The Bidder/ at least one member of Joint Venture should have a fully operational office in Mumbai.	Self-Declaration on letter head	

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21 R


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