



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

(A Joint Sector Company of Govt. of India and Participating State Government)

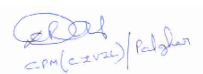
**TENDER FOR APPOINTMENT OF AGENCY FOR
COMMUNICATION PLANNING AND PUBLIC
RELATIONS MANAGEMENT ACTIVITIES (CPMA),
DEMARCATION OF LAND BOUNDARY AND OTHER
ALLIED CIVIL WORKS IN CONNECTION WITH LAND
ACQUISITION FOR MAHSR PROJECT FOR PALGHAR
DISTRICT IN MAHARASHTRA**

Tender No.: NHSRCL/CPM(Civil)/Palghar/19-20/04

TENDER DOCUMENT

**National High Speed Rail Corporation Limited,
Adinath Villa, Opposite Taashi's hotel, Vaghulsar, Mahim road, Palghar
(w) 401404 Tel. 02525-240 450 Email: cmpalghar@nhsrcl.in**

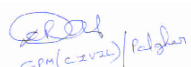
Signature of Bidder


Signature of NHSRCL Authority

Disclaimer

The information contained in the Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the **National High Speed Rail Corporation Limited, New Delhi** (NHSRCL) is provided to Applicants on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided. The RFP is not an agreement and is neither an offer nor invitation by the NHSRCL to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion in the law expressed herein. NHSRCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP. NHSRCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of the RFP does not imply that NHSRCL is bound to select any Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and NHSRCL reserves the right to reject all or any of the proposals without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHSRCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and NHSRCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection Process.

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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:

<u>Sr. No.</u>	<u>Name and Scope of Work</u>	<u>EMD (Rs.)</u>	<u>Tender Fee (Rs.) Not refundable</u>	<u>Validity days</u>
1	Appointment Of Agency for Communication Planning And Public Relations Management Activities (CPMA), Demarcation Of Land Boundary and Other Allied Civil Works in Connection With Land Acquisition For MAHSR Project For Palghar District In Maharashtra.	6,95,000/- (Six lakhs Ninety Five Thousand Only)	11,800/- (Eleven Thousands Eight Hundred Only) (Including GST @18%)	90 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 04.09.2019 15:00 hrs to Date 26.09.2019 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, Palghar on dated 11.09.2019 at 15:00 Hrs.
- 4 Technical bids will be opened on 26.09.2019 Hrs. 15.00 at the office of Chief Project Manager, Palghar.
- 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.

National High Speed Rail Corporation Limited,
Office of Chief Project Manager (Civil)/Palghar, 102,
Adinath Villa, Opposite of Taashi's Hotel, Village: Vagulsar,
Mahim Road, Place, Taluka, District & Post Office: Palghar,
Pin: 401404, Maharashtra, India.

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1.1 Key Information, Events and Dates

1.1.1 Table: Bid Information		
S. No.	Item	Description
1.	Estimated Cost	₹ 10,89,81,000 (Ten crore Eighty Nine Lakh Eighty One Thousand only)
2.	Earnest Money Deposit (EMD)	6,95,000/- (Six lakhs Ninety Five Thousand Only)
3.	Tender/Processing Fee	Rs 11,800/- (Eleven Thousands Eight Hundred Only) (Including GST)
4.	Bid Validity Period	90 days from Last date of receipt of Bid Documents.
5.	Performance Security in the form of Bank Guarantee	5% of the total contract value. To be given within 30 days of award of contract, refer Clause 3.23.
5.1	Security Deposit	Refer Clause 3.25.
6.	Last date for signing contract	15 days from award of Letter of Award.
7.	Initial Period of Contract	12 Months .

1.1.2 Table: Key Events and Date		
S. No	Information	Details
1.	Advertising Date	04.09.2019
2.	Download Date	04.09.2019
3.	Last date to send in requests for clarifications	11.09.2019, 11:00 Hrs
4.	Date, Time and place of Pre-Bid conference	11.09.2019, 15:00 hrs Chief Project Manager, Palghar, National High Speed Rail Corporation Limited , Adinath Villa, Opposite Taashi's hotel, Vaghulsar, Mahim road, Palghar (w) 401404 Tel. 02525-240 450 Email: cpmalghar@nhsrcl.in
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	26.09.2019 by 13.00 hrs
7.	Technical Bid Opening Date & Time	26.09.2019 by 15.00 hrs
8.	Commercial Bid Opening Date & Time	TBD
9.	Address for communication and hard copy submission (if any)	National High Speed Rail Corporation Limited , Adinath Villa, Opposite Taashi's hotel, Vaghulsar, Mahim road, Palghar (w) 401404 Tel. 02525-240 450 Email: cpmalghar@nhsrcl.in

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2 INTRODUCTION

2.1 Background

NHSRCL (the “Employer”) is implementing 508 Km long Mumbai-Ahmedabad High Speed Rail Project (hereinafter called as MAHSR Project) starting from Bandra Kurla Complex in Maharashtra and terminating at Sabarmati in Gujarat.

For supervision of project works, four site offices have been established at Mumbai, Vadodara Surat and Ahmedabad headed by Chief Project Manager (CPM).

NHSRCL intends to appoint an agency for Communication Planning and Public Relation Management Activities (CPMA) for Palghar district which is having length of 108 KM of MAHSR to handle communication with various stakeholders like land owners, government officials, people’s representatives, opinion makers, media, etc. which need to be communicated properly about the project on a regular basis.

The Agency shall perform the activities in accordance with the Terms of Reference (the “TOR”)

2.2 Request for Proposals

NHSRCL invites proposals (the “Proposals”) for selection of Communication Planning and Public Relations Management Agency (hereinafter referred as the “Agency”) for scope of services in conformity with the TOR (collectively the “Consultancy”).

NHSRCL intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein.

2.3 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal and have site visit, sending written queries to the NHSRCL, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.1.2(4)

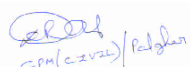
2.4 Sale of RFP Document

RFP document can be purchased from the NHSRCL office at the address mentioned from Date 04.09.2019 15:00 hrs to Date 26.09.2019 hrs 13.00 Hrs. Bidding documents can also be downloaded from website <http://www.nhsrcl.in>. and from Govt e-procurement portal (CPP) viz, <http://www.eprocure.gov.in>

2.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “PDD”).

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2.6 Brief description of the Selection Process

The Employer has adopted a two stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant in hard copy to the Employer Address. The selection will be done through QCBS (Quality and Cost Based Selection) process with 70 weightage to technical proposal and 30 weightage to financial proposal. In the first stage, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary.

2.7 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified in Clause 1.1.2 (9).

2.8 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date and Time: As mentioned in Clause 1.1.2(4)

Venue: As mentioned in Clause 1.1.2(4).

2.9 Pre-Proposal visit to the Site

Bidders are advised to visit the site and collect necessary information from site prior to submission of the tender. For this purpose, they will provide at least two days' notice to the nodal officer specified in Clause 2.10.

2.10 Official Contact for the proposal

All communications including the submission of Proposal should be addressed to:

**National High Speed Rail Corporation Limited,
Adinath Villa, Opposite Taashi's hotel, Vaghulsar,
Mahim road, Palghar (w) 401404
Tel. 02525-240 450 Email: cpmpalghar@nhsrcl.in**

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**RFP Notice No. (as per brief NIT) for Appointment Of Agency For
Communication Planning And Public Relations Management Activities
(CPMA), Demarcation Of Land Boundary and Other Allied Civil Works.**

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3 INSTRUCTION TO BIDDERS

3.1 Scope of Proposal

Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Member") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be. A maximum of two members including Lead Member shall be allowed in a 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, Palghar 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

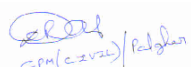
The Technical Proposal shall contain the following documents, to be submitted in the formats given in this RFP Document

- (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.

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- (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 6,95,000/- (Six Lakhs Ninety Five Thousands Only)** by way of either a demand draft/pay order, issued in favour of NHSRCL, payable at New Delhi.
- (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 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.

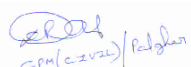
3.5 Amendments to the RFP

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.

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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 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

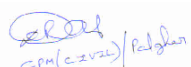
(1) It will be imperative on each bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of works/ services covered under these documents and specifications. It must be understood and agreed that all the factors have properly been investigated and 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.

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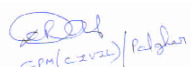
3.12 Conditions of Eligibility of Applications

3.12.1 Pre-Qualification/ Eligibility Criteria Evaluation:

The Bidder (Proprietorship / 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 in India.
- (2) The Bidder/ at least one member of Joint Venture or Consortium should have been in operation for at least 10 years in India.
- (3) The Bidder/ members of the consortium shall be eligible only if he / they jointly fulfil Eligibility Criteria of having received total contractual payments in the previous three financial years and the current financial year upto date of opening tender, at least 150% of the advertised value of tender. Attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc.
- (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.
 - (a) The Bidder/ at least one member of Joint Venture or Consortium should have worked with Government of Maharashtra (GoM.) for at least one project in the field of social communication, direct interaction with the landholders, consulting, designing, creation of films, handling digital media worth more than Rs 8.712 Crs. in the last 7 years.
 - (b) The Bidder/ at least one member of Joint Venture or Consortium should have a direct experience of direct communication with the landholders of linear infrastructure project.
 - (c) 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.
- (5) The Bidder shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required. – Self Declaration on letter head

Signature of Bidder


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- (6) The Bidder should not be blacklisted/ banned by any State/ Central Government Organizations as on date of submission of bid- Self-Declaration on letter head.

3.13 Evaluation of Proposals

Bids received and found valid will be evaluated by NHSRCL to ascertain the best evaluated bid in the interest of NHSRCL, for the complete works/ services under the terms of reference and documents. The Bidder should take enough care to submit all the information sought by NHSRCL in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats.

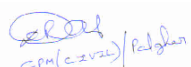
The Complete proposal would be submitted offline in Three Envelope System:

- (a) **Envelope A- Eligibility Criteria-** shall be opened first and the Bidder shall be evaluated based on Eligibility Criteria, EMD & Tender Fee Submission. The Envelope A shall be submitted as per the Format and checklist provided in Annexure A
- (b) **Envelope B – Technical Proposal** shall be opened for all bidders who have qualified from Envelope A. The Envelope B shall be submitted as per the Format provided in Annexure B. Technical Evaluation would be done based on the documents submitted in Envelope B.
- (c) **Envelope C- Financial Proposal** - All Qualified bidders from the Technical Evaluation- Envelope B shall be allowed for Financial Bid Opening (Envelope C). Envelope C shall be submitted as per the Format provided in Annexure C.
- (d) In no way the bidder shall indicate its Financial Offer in any Envelope other than Envelope C. In case it is found, the NHSRCL may summarily reject the proposal of the said bidder
- (e) NHSRCL would evaluate the Eligibility Criteria, Technical Evaluation and Financial Evaluation as detailed in subsequent sections. NHSRCL may seek clarification from the bidders during the evaluation process.

3.14 Technical Evaluation

- (1) Eligible bidders, that meet or exceed the prequalification criteria would be considered for Technical Evaluation
- (2) NHSRCL will scrutinize and evaluate the technical offers as per the Technical Evaluation Criteria detailed below. NHSRCL will scrutinize whether the technical details along with documents furnished by the bidders are as per RFP requirements
- (3) The bidders would also be required for making technical presentation before NHSRCL, in case NHSRCL feels so, on the date and time decided and communicated by NHSRCL to the eligible bidders. NHSRCL will not bear any extra cost in this regard.
- (4) A bidder should score minimum 75 of passing marks as detailed below out of 100 marks for qualifying the Technical Evaluation Process.

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(5) Only those bidders that qualify the Technical Evaluation Process will be eligible for further process i.e. Financial/Commercial Evaluation Process.

3.14.1 Technical Evaluation Criteria:

TABLE-A

Heading	Description	Criteria	Maximum Marks
Profile and Track Record of the Bidder.	Proven and demonstrable experience and expertise in providing consultancy in projects relevant to communication planning and Public relation management for Land acquisition process.	As mentioned in Table B – Criteria for Track Profile and Track Record of Bidder.	60
Key staff proposed to be engaged for the Project	Functions and availability of the experts	As mentioned in Table C – Qualification and experience of Key Personnel made available as communication Agency.	10
Approach and Methodology for Strategy and work plan	Technical Approach & Methodology for formulation of strategy for the projects	Adequacy and appropriateness of the proposed methodology, identification of key stakeholders, ways to address them and work plan with respect to the proposed scope.	30
		Total marks	100

TABLE-B: Criterion of Profile and Track record of Bidder	Maximum Marks
a. The Bidder/ at least one member of Joint Venture or Consortium should have worked with GoM for at least one project in the field of social communication, direct interaction with the landholders, consulting, designing, creation of films, handling digital media worth more than Rs 16.35 Cr in the last 7 years. Bidder having executed project worth less than 16.35 cr in the last 7 years will be allotted zero marks, though bidder	10

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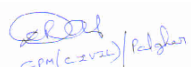
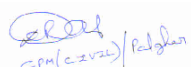

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TABLE-B: Criterion of Profile and Track record of Bidder		Maximum Marks
will considered qualified if bidder satisfy other qualifying criteria.		
b. The Bidder/ at least one member of Joint Venture or Consortium should have a direct experience of direct communication with the landholders of linear infrastructure projects. Necessary documents from employer shall be produced in RFP for assisting employer in acquiring land by deploying sufficient and quality ground staff.		20
c. 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.		05
d. 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		10
e. 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.		5
f. 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.		10
Total		60

TABLE-C: Qualification and experience of Key Personnel involved in the Project		
Role	Criteria/ Expectations	Maximum Marks
Project Director	To have at-least 15 years of Communication Management Experience. Expertise in planning campaigns, consulting, dealing with issues of IEC, leading teams would be preferred.	5
Project Lead	To have experience of direct communication with Landholders. Expertise in dealing with issues of communication, handling teams and ground activities.	3
Design Team	To have at-least 5 years of experience in designing tools for various stakeholders. Expertise in Rural communication, campaign designs.	2
Total		10

Signature of Bidder


Signature of NHSRCL Authority

3.15 Financial Offer Evaluation

- (1) Financial Bids (Envelope C) of Eligible Bidders only (Bidders that Qualify the Technical Evaluation criteria) would be opened as per the schedule, in the presence of the bidders or their representatives who choose to attend.
- (2) The Lowest Financial bid shall be awarded 100 marks and others would be awarded in relative proportion. Financial Score for a bidder will be calculated using following formula:

$$\text{Combined Score (Y)} = (\text{Quote of Lowest Bidder}) / (\text{Quote of Bid being Evaluated}) * 100$$

3.16 Final Selection of the bidder

Final Bid Score (S) of the bidder will be evaluated using following formula. Bidder having the highest Bid Score (S), shall be the highest evaluated bidder and would be the preferred bidder for this bid.

Sr.	Evaluation	Score	Weightage	Weighted Score
1	Technical	X	70%	70% * X
2	Commercial	Y	30%	30% * Y
3	Final Bid Score (S)	$S = 70 \% * (X) + 30 \% * (Y)$		

Final Bid Score (S): $70\% * (\text{Technical Score of the Bidder}) + 30\% * (\text{Quote of Lowest Bidder} / \text{Quote of Bid being Evaluated}) * 100$

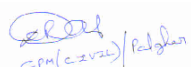
3.17 Financial/ Price Bids

The Agency are required to quote a lump sum fee (as % above/below or At PAR the estimated cost mentioned in the Bill of Quantiles) including all the statutory taxes & duties except GST which will be paid/ reimbursed extra as per actual on submission of proof of payment. The financial bid shall be quoted for the consultancy services in the prescribed format given in Annexure C.

3.18 Duties and Taxes

All duties, taxes and other levies payable by the bidders in respect of the transaction between the bidders and their vendors/sub-suppliers shall be included in the bid price and no claim on this behalf will be entertained by NHSRCL. All taxes, duties and levies (including statutory tax except GST which will be paid extra as per actual on verification of vouchers) in respect of the transaction between NHSRCL and bidders shall be included in the bid price. GST will be paid along with on account bill as applicable, however on completion of quarter for GST returns, actual GST will be reconciled and necessary payments/deductions will be carried out. However, final bill will be passed only after verification of vouchers for all payments.

Signature of Bidder


Signature of NHSRCL Authority

3.19 Validity of Proposal

The proposal shall be kept valid for a period of Ninety (90) days from the stipulated last date for receipt of proposals as mentioned. The overall offer including key personnel proposed for the assignment and the quoted prices shall remain unchanged during the period of validity of bids and duration of Contract.

3.20 Negotiations

- (1) The first ranked Bidder (the "Selected Bidder") may, if necessary, be invited for negotiations. The negotiations shall be either for reducing the price of the Tender, or for re-confirming the obligations of the Agency, and discussing the deployment of Key Personnel, proposed methodology and work plan. NHSRCL will also examine the CVs of all Other Professional Personnel and those not found suitable shall have to be replaced by the bidder to the satisfaction of NHSRCL. If the negotiation with the Selected Bidder fails, the Tender shall be cancelled and NHSRCL will re-invite the Tender if required.

3.21 Disqualification

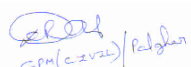
The Bid from the bidders is liable to be disqualified in the following cases:

- (1) Bid not submitted in accordance with the bid document.
- (2) The bidder qualifies the bid with his own conditions.
- (3) During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
- (4) Bid is received in incomplete form
- (5) Bid is received after due date and time
- (6) Bid is not accompanied by all requisite supporting documents
- (7) Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- (8) Financial Bid is enclosed with the same envelope as technical Bid
- (9) The successful bidder fails to enter into a contract within 30 working days of the date of notice of award of contract or within such extended period, as fixed by NHSRCL.
- (10) Non fulfilling of any condition / term by bidder

3.22 Award of Contract

- (1) Letter of Acceptance (LOA) will be issued to successful bidder.
- (2) **Execution of Agreement:** After acknowledgement of the LOA as aforesaid by the successful bidder, it shall execute the Agreement within 30 days. The Selected bidder shall not be entitled to seek any deviation in the Agreement.

Signature of Bidder


Signature of NHSRCL Authority

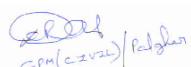
3.23 Performance Security

- (1) The successful bidder will have to submit Performance Security of **5%** of Total bid amount within 15 days from the date of issue of Letter of Acceptance (LOA) and before execution of the service agreement, in the form of a Bank Guarantee from a Nationalised/Scheduled Bank in acceptable form.
- (2) The Performance Security will remain with Employer till the completion of period of the services. This security shall be initially valid upto the stipulated date of completion plus 90 days beyond that. In case, the time for completion of work gets extended, the validity of Bank guarantee shall be extended to cover such extended time for completion of work plus 90 days.
- (3) In case the successful Bidder fails to submit the requisite Performance Security within **30** days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The bidder shall be debarred from participating in re-tender for that work. If the failed contractor is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm

3.24 NHSRCL's right to accept any Bid and to reject any or all proposals

NHSRCL reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids received at any time prior to award of contract without assigning any reason. NHSRCL will not be responsible for any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the grounds for NHSRCL's action.

Signature of Bidder


Signature of NHSRCL Authority

4 TERMS OF REFERENCE (TOR)

4.1 General

NHSRCL (the “Employer”) is implementing 508 Km long Mumbai-Ahmedabad High Speed Rail Project (hereinafter called as Project) starting from Bandra Kurla Complex in Maharashtra and terminating at Sabarmati in Gujarat.

For supervision of project works, four site offices have been established at Mumbai, Palghar, Vadodara, Surat, and Ahmedabad headed by Chief Project Manager (CPM).

NHSRCL intends to appoint an agency for Communication Planning and Public Relation Management Activities (CPMA) for the Employer in specific districts of Maharashtra i.e Palghar for successful implementation of project.

4.2 Objective of the Assignment

The primary objective of Communication Planning and Public Relation Management Activities (CPMA) is to handle communication with various stakeholders like land owners, government officials, people’s representatives, opinion makers, media, etc. which need to be communicated properly about the project on a regular basis.

4.3 CPMA Engagement Plan

It is envisaged to engage the Agency initially for a period of 12 months to assist NHSRCL in achieving its vision and objective of CPMA, which can be extended further for a period of 6 month based on performance and mutual agreement.

CPMA will have two components:

(1) Centralized support to NHSRCL:

CPMA will have its personnel deployed to NHSRCL. These personnel will operate from the Agency’s office. Whenever required by NHSRCL, they will be available at NHSRCL’s office. The composition of the expected personnel is mentioned in formats for financial proposal. NHSRCL will entrust CPMA various projects for the responsibilities mentioned in ToR.

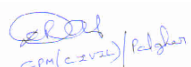
(2) Ground Activities:

For the projects entrusted to CPMA, CPMA would draw a detailed activity plan in consultation with NHSRCL. It will execute the plan in the project benefitted area.

4.4 Scope of Services

The Communication Planning and Public Relations Management Activities (CPMA) Agency (“the Agency”) shall need to create the communication matrix involving all the stakeholders of the projects. The Agency shall define a way and manner to communicate with these stakeholders. The Agency shall handle the communication on the digital platform and also produce audiovisual material in the form of films, animations etc. The Agency shall establish a mechanism and system to reach the stakeholders.

Signature of Bidder


Signature of NHSRCL Authority

The Agency shall act as a single window of communication for NHSRCL. The Agency shall coordinate with all other communication agencies related to the projects if any.

The Agency shall also document success stories and Case studies for dissemination as well as internal analysis for NHSRCL.

The Agency is expected to communicate the details of project and its offering/benefits from the GoM/GoI to the stakeholders in an effective manner and communicate back to NHSRCL the pain points or responses of the stakeholders.

The scope of work of Agency shall broadly include but not limited to following:

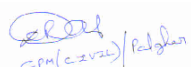
- (1) To design a communication plan for effective project execution creating positive sentiment towards the project. The plan will include audiences to be addressed, channels to reach the audiences, method of communication, briefing of the tools to be generated.
- (2) The Agency will act as an apex body for all the communication related to various projects of NHSRCL.
- (3) To develop and design communication tools required for all the stakeholders.
- (4) To create audio-visual tools like films and/or animation etc.
- (5) To establish digital platform for the Project. To create material to be hosted on that website and manage the website. This platform will consist of documents, animations, films, FAQs etc.
- (6) To create presentations for internal communication for NHSRCL.
- (7) To conduct workshops and orient other agencies if any.
- (8) To design orientation programmes for the people's representatives and coordinate those programmes.
- (9) To monitor the meetings to be conducted at tahsil level or district levels or state level.
- (10) To document stories of success and special case studies related to project execution as well as land pooling in printed as well as audiovisual form.
- (11) The agency is also required to demarcate land boundary identified using RCC pillars and do other allied civil works if required for the same as per instruction of the Engineer-in-Charge.

4.5 Deliverables:

At the end of the consultancy, the Agency shall deliver to NHSRCL the following:

- (1) The team for ground communications and at the Agency's office

Signature of Bidder


Signature of NHSRCL Authority

- (2) The master plan of communication and the communication strategies for the project.
- (3) Establishment of digital platform with installed relevant assets on the same and its maintenance.
- (4) Communication tools designed and produced for ground interaction as well as for other stakeholders.
- (5) Films about the projects.
- (6) Animations related to the projects.
- (7) Monthly visits to all the districts that are covered in the projects.
- (8) Conducting weekly/ monthly tehsil, district meetings related to the project
- (9) Coordination of meetings with government officials and people's representatives.
- (10) Case studies including success stories.
- (11) Quarterly review meetings with NHRCL.
- (12) Co-ordination with print, electronic media etc.
- (13) Details/measurement of demarcation of land boundary and other allied civil work (if any) as per BOQ.

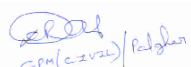
4.6 Time frame for deliverables

SI	Milestones	Time of Completion
1	Issuance of Letter of Award / Contract Signing	T
2	Submission of Public Relations strategy plan	T+ 15 days
3	Other deliverables	As per targets set in the Contract/ work order by NHRCL from time to time
4	Monthly reports	

4.7 Responsibilities of NHRCL

- (1) NHRCL would provide adequate sitting arrangement, whenever required electricity, drinking water, Network, Internet and other necessary arrangement for the Agency at NHRCL Site Headquarter & Project Districts and Tahsil offices, wherever possible. However agency should have adequate infrastructure arrangement for their staff for effective working.

Signature of Bidder

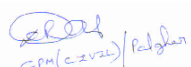

Signature of NHRCL Authority

- (2) NHSRCL will provide necessary permission that the Agency shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the services.
- (3) NHSRCL shall communicate clear directions and guidance to its stakeholders, allied offices and all other organizations as may be deemed necessary for extension of cooperation, sharing of information and all necessary assistance to the CPMA for successful completion of its responsibilities.

4.8 Responsibilities of Agency

- (1) The Agency shall be responsible for meeting all tax liabilities arising out of the Contract. The Income Tax etc., as applicable shall be deducted at source from the payment to the Agency as per the law in force.
- (2) The Agency shall indemnify NHSRCL for any loss or damage which may be caused to NHSRCL due to deficiency in service.
- (3) All costs, charges and expenses of and incidental to drawing, engrossing and completing the agreement in duplicate including stamp duty and registration charges shall be borne and paid by the Agency. The registration of the Agreement shall be the sole responsibility of the Agency.
- (4) The Agency shall insure his workmen, staff, equipment, etc. No additional burden should fall on the NHSRCL due to absence of insurance, if any. The Agency shall provide certified true copies of insurance policies of the Corporation. The insurance policies should be kept valid through the entire period of the contract including extension, if any.
- (5) The Agency shall keep accurate and systematic accounts and records in respect of the services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant monies received from the NHSRCL and payments made to its staff and other costs.
- (6) The Agency shall provide Key Personnel as mentioned in the eligibility criteria. The Agency shall follow and abide by all rules and regulations under the Labour legislation applicable. Under no circumstances, the Agency's employees will be deemed as employees of the Corporation. The Agency shall alone be responsible for all the liability as regards his employees.

Signature of Bidder


Signature of NHSRCL Authority

5 BID FORMS

Annexure A: Envelope A Formats

Envelope 'A' Submission Covering Letter

(To be printed on Bidder Company's Letter Head and Signed by Authorized Signatory)

No.

Date:

To:

The Chief Project Manager,
NHSRCL, Mumbai

Sub: Request for Proposal for Appointment Of Agency For Communication Planning And Public Relations Management Activities (CPMA), Demarcation Of Land Boundary and Other Allied Civil Works.

Ref: RFP No.: _____ **Dated** _____

Dear Sir,

We, the undersigned, having read and examined in detail all the bidding documents do hereby propose to provide our services as specified in the RFP. We attach hereto our responses to the requirements of Envelope A as required by the RFP.

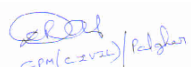
We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to NHSRCL, New Delhi is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its shortlisting process.

1. Bidder Information:

In case of Single Bidder:

Particulars	Bidder
Name of the Organization	
Type of Organization (Pvt. Ltd/ Public Ltd/ Proprietary etc.)	
Country of Registered Office	
Address of Registered Office	
Company Registration Details	
Date of Registration	
PAN	
TAN	
GST No.	
No. of years of Operation	
Authorized Signatory Name	
Authorized Signatory Designation	
Authorized Signatory Contact Details	

Signature of Bidder


Signature of NHSRCL Authority

In Case of Joint Venture/Consortium:

Member 1:

Particulars	Bidder Information
Name of the Organization	
Type of Organization (Pvt. Ltd/ Public Ltd/ Proprietary etc.)	
Country of Registered Office	
Address of Registered Office	
Company Registration Details	
Date of Registration	
PAN	
TAN	
GST No.	
No. of years of Operation	
Authorized Signatory Name	
Authorized Signatory Designation	
Authorized Signatory Contact Details	

Member 2:

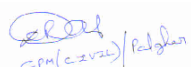
Particulars	Bidder Information
Name of the Organization	
Type of Organization (Pvt. Ltd/ Public Ltd/ Proprietary etc.)	
Country of Registered Office	
Address of Registered Office	
Company Registration Details	
Date of Registration	
PAN	
TAN	
GST No.	
No. of years of Operation	
Authorized Signatory Name	
Authorized Signatory Designation	
Authorized Signatory Contact Details	

In case of Joint Ventures/Consortiums:

Payment to be made in Favour of:

Particulars	Bidder
Name of the Organization	
PAN	
GST No.	

Signature of Bidder


Signature of NHSRCL Authority

2. Envelope 'A' Checklist

S No	Pre-requisite	Document Proof	Compliance (Yes/No)
1.	Tender Fees	Receipt	
2.	Earnest Money Deposit	Receipt	
3.	Eligibility Criteria Checklist		
3.a	The Bidder should be registered in India	registration certificate	
3.b	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, Company Letter Head Declaration	
3.c	The Bidder/ members of the consortium shall be eligible only if he / they jointly fulfil Eligibility Criteria of having received total contractual payments in the previous three financial years and the current financial year upto date of opening tender, at least 150% of the advertised value of tender.	Attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc.	
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 8.712 Cr. In the last 7 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	Work Order/ Completion Certificate/Self	

Signature of Bidder


Signature of NHSRCL Authority

	created at least 10 animation films for GoM/Gol of which at least five should be on social issues related to infrastructure project.	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.	Work Order/ Completion Certificate/Self Certification (With supporting documents)	
3.j	The Bidder/ at least one member of Joint Venture should have a fully operational office in Mumbai.	Self-Declaration on letter head	
3.k	The Bidder/ any member of Joint Venture shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.	Self Declaration on letter head	
3.l	The Bidder/ any member of Joint Venture should not be blacklisted/ banned by any State/ Central Government Organizations as on date of submission of bid.	Self Declaration on letter head	

Thanking you,

(Signature)

Name:

Designation:

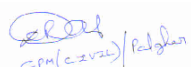
Seal:

Date:

Place:

Business Address:

Signature of Bidder


Signature of NHSRCL Authority

Annexure B: Envelope B Formats

(To be printed on Bidder Company's Letter Head and Signed by Authorized Signatory)

No.

Date:

To:

The Chief Project Manager,
NHSRCL, Mumbai

Subject: Request for Proposal for Appointment Of Agency For Communication Planning And Public Relations Management Activities (CPMA), Demarcation Of Land Boundary and Other Allied Civil Works

Envelope 'B' Submission Covering Letter

Ref: RFP No.: _____ Dated _____

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the aforementioned Project.

We attach hereto our response Technical Proposal as required by the RFP.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to NHSRCL is true, accurate, verifiable and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead NHSRCL in its evaluation and selection process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the evaluation and selection process, we are liable to be dismissed from the selection process or be terminated during the Contract, if selected to sign and execute the Contract.

We agree to abide by this Bid for a period of 90 days from the date of submission of bids at NHSRCL.

We agree that you are not bound to accept any Bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization/ joint venture/ consortium to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of <Month and Year>

(Signature)

(In the capacity of) (Name)

Duly authorized to sign the Bid for and on behalf of:

(Name and Address of Company/Joint Venture/Consortium)

Seal/Stamp of Bidder/ All members of Joint Venture/Consortium

Signature of Bidder


Signature of NHSRCL Authority

Annexure C: Envelope C Formats

<< To be printed on Bidder Company's Letter Head and Signed by Authorized Signatory>>

To:
Chief Project Manager
NHSRCL, Palghar

Dear Sirs:

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [____], and our proposal.

We are willing to carry out the work at _____ % above/below/At PAR percent (should be written in figures and words) of the estimated rates mentioned in the Bill of Quantities.

Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all taxes except Goods & Services Tax (GST) which shall be paid extra as applicable.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal i.e, [_____ Date].

We undertake that, 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".

Annexure C includes the substance of our Financial Proposal, and is inclusive of applicable taxes and duties except Goods & Services Tax (GST) which shall be paid extra as applicable.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorised Representative of the firm)

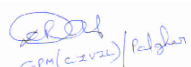
Name:

Designation:

Name of the firm

Address

Signature of Bidder


Signature of NHSRCL Authority

Annexure C Formats of Financial Proposal

SUMMARY OF COSTS/ BILL OF QUANTITIES

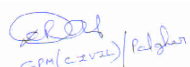
SCHEDULE-(‘A’)

Table (1)		CONSULTING MANPOWER COST			
Role	Deployment Per Month	Unit	Qty	Unit Rate	Total
				(Rs. Lakhs)	Amount (Rs. Lakhs))
(i) Project Director	Full Time	Man month	12	2.85	34.2
Full time Project Director services are considered.					
(ii) Project Lead	Full Time	Man month	24	2.28	54.72
Project lead will be responsible for all ground activity.					
(iii) Design Team (05)	20 days	Per Month	12	4.56	54.72
A communication planner, seasoned copywriter, two senior designers and a DTP operator will be hired. Services of Design team is assumed to be for 20 days on a month					
(iv) Project Staff	Full Time	Man month	48	1.14	54.72
Project staff is required for various office activities including coordination .					
(v)	Administrative Cost (machines, communication etc.)	Per Month	12	0.6	7.2
TOTAL				TOTAL	205.56

Quoted Rates for schedule-(‘A’), table-‘1’ in terms of %age above (+)/ at par/ below (-) on cumulative tender value in figures:	
Quoted Rates for schedule-(‘A’), table-(1) in terms of %age above (+)/ at par/ below (-) on cumulative tender value in words:	
(The tenderer should quote at par/ percentage above / percentage below on the above tender value.)	
Total Quoted Amount for schedule-‘A’, table-(‘1’) in INR in figures:	
Total Quoted Amount for schedule-‘A’, table-‘1’ in INR in words:	

(Rates & Amounts should be quoted in words and in figures.)

Signature of Bidder


Signature of NHSRCL Authority

Note:

- The bidder shall quote rates as per the above schedule on the BOQ only. Rates quoted else where in the tender document shall not be considered for evaluation.
- The rates shall include cost of the activities including wages, all allowances and benefits payment towards entitled medical and annual leave, EPF contributions, insurance (as applicable), as per conditions of contract.
- The Contractor shall be fully responsible for Compliance of all labour laws and including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.
- The amount is inclusive of all taxes excluding Goods and Service Tax. The same shall be payable extra to the Agency as per applicable laws.

Schedule-‘A’

Table – (2)					
Activity/ Item/ Service	Details	Unit	Qty	Rate	Total Amount
				(INR) Lakhs	(INR) Lakhs
(i) Ground Communication	Team of 10 ground communicators, 4 supervisors, 1 manger, 3 support staff and (including salary, travel, per diem, communications, administration & insurance)	Per team/month	84	6.84	574.56
(ii)PR	Organising media conferences, creating & dissemination of media release, handling the activity at tahsil, district as well as State level (excluding out of pocket and event expenditure)	Per month	12	7.98	95.76
For a close association with the reporters and stringers a team of skilled personnel is required to be placed in project area for conducting meetings, building rapport with media etc.					
(iii)Digital Platform	Management of the content, keeping portal live, addressing querries,	Per month	12	3.42	41.04
A team of three specialists exclusive required for maintaining and updating website and portal					

Signature of Bidder


Signature of NHSRCL Authority

(iv) Social Media Publicity	Popularising website, increasing traffic	Per month	12	3	36.00
In order to publicize website and project, special interventions, strategy and cost of paying social media(face book etc)					
Total					747.36

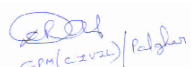
Quoted Rates for schedule-(‘A’), table-‘2’ in terms of %age above (+)/ at par/ below (-) on cumulative tender value in figures:	
Quoted Rates for schedule-(‘A’), table-(‘2’) in terms of %age above (+)/ at par/ below (-) on cumulative tender value in words:	
(The tenderer should quote at par/ percentage above / percentage below on the above tender value.)	
Total Quoted Amount for schedule-‘A’, table-(‘2’) in INR in figures:	
Total Quoted Amount for schedule-‘A’, table-(‘2’) in INR in words:	

(Rates & Amounts should be quoted in words and in figures.)

Note:

- The bidder shall quote rates as per the above schedule on the BOQ only. Rates quoted else where in the tender document shall not be considered for evaluation.
- The rates shall include cost of the activities including wages, all allowances and benefits payment towards entitled medical and annual leave, EPF contributions, insurance (as applicable), as per conditions of contract.
- The Contractor shall be fully responsible for Compliance of all labour laws and including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.
- The amount is inclusive of all taxes excluding Goods and Service Tax. The same shall be payable extra to the Agency as per applicable laws.

Signature of Bidder


Signature of NHSRCL Authority

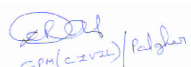
Schedule-‘A’ Table- (3)

Activity/Item/Service	Details	Unit	Qty	Rate	Estimated Amount
				(INR) Lakhs	(INR) Lakhs
(i)Success Stories	Print as well as films	Per success story	10	2.28	22.8
(ii)AV Films	Duration 10 minutes on HD, Voice over, original music, including incidental as well as talent cost	per film	1	5.7	5.7
(iii)Animation Films	Duration 10 minutes 3D, Voice over, original music, including incidental as well as talent cost	per film	1	11.4	11.4
(iv)Animation Films	Duration 10 minutes 2D, Voice over, original music, including incidental as well as talent cost	One film	2	9.12	18.24
(v)Demarcation Pillars	Supplying and erection of Pre-cast RCC M20 pillars of 150x150x900mm at site for demarcation of High Speed Rail corridor boundary at the spacing of 50m center to centre or at change of alignment or as directed by NHSRCL with marking of chainage etc on the post with approved quality of paint as per drawings given by NHSRCL. The - location of fixing pillars has to be worked out by the Agency as per Joint Measurement Sheets (Land Plan showing land to be acquired on revenue map). The pillars should project 400mm above the ground level. The Pillars will have 4nos-6mm Dia main bars with stirrups of 6mm dia at 200mm c/c spacing. The rate is including all tools & plants, transportation, labor etc if required.	Per 100 Nos.	55	1.25	68.75
					126.89

Quoted Rates for schedule-('A'), table-('3') in terms of %age above (+)/ at par/ below (-) on cumulative tender value in figures:	
Quoted Rates for schedule-('A'), table-('3') in terms of %age above (+)/ at par/ below (-) on cumulative tender value in words:	
(The tenderer should quote at par/ percentage above / percentage below on the above tender value.)	
Total Quoted Amount for schedule-('A'), table-('3') in INR in figures:	
Total Quoted Amount for schedule-('A'), table-('3') in INR in words:	

(Rates & Amounts should be quoted in words and in figures.)

Signature of Bidder


Signature of NHSRCL Authority

Note:

- The bidder shall quote rates as per the above schedule on the BOQ only. Rates quoted else where in the tender document shall not be considered for evaluation.
- The rates shall include cost of the activities including wages, all allowances and benefits payment towards entitled medical and annual leave, EPF contributions, insurance (as applicable), as per conditions of contract.
- The Contractor shall be fully responsible for Compliance of all labour laws and including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.
- The amount is inclusive of all taxes excluding Goods and Service Tax. The same shall be payable extra to the Agency as per applicable laws.

Sch-B (OTHER CIVIL WORKS)

S.No	Description of work	Estimated Cost Rs. Lakh	Contractors quote At par/Above /Below
(i)	Any Other Item of USSR-2011 of Western Railway within the scope of work.	10.00	
	Sub Total	10.00	
GRAND TOTAL (Sch A+Sch B)		1089.81	

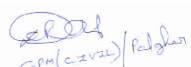
Quoted Rates for schedule-('B') in terms of %age above (+)/ at par/ below (-) on cumulative tender value in figures:	
Quoted Rates for schedule-('B') in terms of %age above (+)/ at par/ below (-) on cumulative tender value in words:	
(The tenderer should quote at par/ percentage above / percentage below on the above tender value.)	
Total Quoted Amount for schedule-'B' in INR in figures:	
Total Quoted Amount for schedule-'B' in INR in words:	

(Rates & Amounts should be quoted in words and in figures.)

Note:

- The bidder shall quote rates as per the above schedule on the BOQ only. Rates quoted else where in the tender document shall not be considered for evaluation.

Signature of Bidder

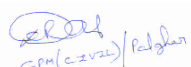

Signature of NHSRCL Authority

- The rates shall include cost of the activities including wages, all allowances and benefits payment towards entitled medical and annual leave, EPF contributions, insurance (as applicable), as per conditions of contract.
- The Contractor shall be fully responsible for Compliance of all labour laws and including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.
- The amount is inclusive of all taxes excluding Goods and Service Tax. The same shall be payable extra to the Agency as per applicable laws.

Summary

<u>Sl. No.</u>	<u>Description of work (Schedule)</u>	<u>Estimated Cost in Rs. Lakh</u>	<u>Contractors offer in % above/Below</u>	<u>Amount after Contractors Quote</u>
(i)	Schedule-(‘A’), Table-(‘1’)	205.56		
(ii)	Schedule-(‘A’), Table-(‘2’)	747.36		
(iii)	Schedule-(‘A’), Table-(‘3’)	126.89		
(iv)	Schedule-(‘B’)	10.00		
Total:		1089.81		

Signature of Bidder


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Annexure D: Format for Bank Guarantee for Performance Security

(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 Agency], hereinafter called the Agency, for the work of [Insert Name of Work], vide Letter of Award No. [Insert Letter of Award No.].

AND

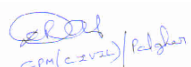
WHEREAS, the Agency is required to furnish performance security for the sum of [Insert Value of Performance Security required], calculated @ 5% of the contract value in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

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 Agency, agreed to give guarantee for performance security as hereinafter contained:

1. 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 Agency 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 Agency 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.

Signature of Bidder


Signature of NHSRCL Authority

6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Agency.
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 Agency, 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 it's 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 warrantee 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 Agency in favour of the Employer is available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.
14. Notwithstanding anything contained herein:
 - a. Our liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____ only)
 - b. This Bank Guarantee shall be valid upto _____
 - c. We are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date which is 3 months after date mentioned at (b) above).
15. The Bank agrees to extend this guarantee for a period as requested by the beneficiary in writing. Such request for extension is to be presented by Employer to the Bank before the expiry of the validity of the existing guarantee.

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:

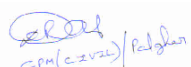
1. All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

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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.

Signature of Bidder


Signature of NHSRCL Authority

6 GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country as they may be issued and in force from time to time;
- (b) "Bidder" shall mean any person or persons, firm or company who has submitted his offer/bid for the work.
- (c) "Client" or "Employer" means the executing agency that signs the Contract for the Services with the selected Agency.
- (d) "Contract" shall mean and include the terms and conditions of Contract, Letter of Acceptance, the offer/bid, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the successful bidder by the Corporation and any other document forming part of the contract;
- (e) "Contractor" or "Agency" shall mean the person or persons, firm or company who has been awarded the contract for services for NHSRCL CPMA.
- (f) "Corporation" or "NHSRCL" shall mean National High Speed Rail Corporation Ltd., a Joint Sector company of Government of India and Participating States.
- (g) "Deliverable" shall mean and include detailed project report, project specific progress reports, dashboards, documents, fortnightly Track progress reports, etc.
- (h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (i) "Foreign currency" means any currency other than the currency of the Government of India;
- (j) "GC" means these General Conditions of Contract;
- (k) "Government" means the Government of India and Government of Maharashtra as the case may be;
- (l) "Local currency" means the currency of the Government;
- (m) "Managing Director" or "MD" shall mean the Managing Director of the Corporation and shall include his successors and assigns.
- (n) "Personnel" means persons hired by the Agency as employees and assigned to the performance of the Services or any part thereof;
- (o) "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (p) "Party" means the Client or the Agency, as the case may be, and Parties means both of them;
- (q) "Services" means the work to be performed by the Agency pursuant to this

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Contract for the purposes of implementation of Communication Planning & Public Relation Activities (CPMA) as defined in the contract.

- (r) Fee shall mean the consideration payable to the successful bidder under the contract.
- (s) "Successful Bidder" shall mean the bidder to whom the Corporation intends to award the Contract.
- (t) "Third Party" means any person or entity other than the Government, the Client, the Agency.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Agency. The Agency, subject to this Contract, shall have complete charge of Personnel employed by the Agency for performing the Services and shall be fully responsible for the Services performed by the personnel/ on their behalf. NHSRCL shall in no way be responsible or liable for any act, omission, commission by any personnel of the Agency.

1.3 Parties to The Contract:

The parties to the contract shall be the NHSRCL and the successful Bidder whose offer/bid is accepted by the Corporation.

1.3.1 The person signing the offer/bid or any other document forming the part of contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be in all matters pertaining to the contract. If it is found that the person concerned has no such authority, the Corporation may, without prejudice to any other civil/criminal remedies, terminate the contract and hold the signatory and/or the firm liable for all costs and damages on account of such termination. The Corporation shall entertain no claim from the firm for such termination.

1.3.2 Notices or any other action to be taken on behalf of the Corporation may be given/ taken by the Competent Officer duly authorized for the purpose on its behalf.

1.4 PERIOD OF CONTRACT:

The period of contract will be 12 months from the date of issue of Letter of Acceptance.

1.5 INTERPRETATION:

Words importing persons or parties shall include firms, Corporations and any organization having legal entity.

1.6 SINGULAR AND PLURAL:

Words importing the singular only shall also include the plural and vice versa where the context so requires.

1.7 NOTICES, CONSENTS, APPROVALS, CERTIFICATES & DECISIONS:

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Where in the contract, provision is made for giving or issue of any notice or consent or approval or certificate or decision by any person, unless otherwise specified, such notice, consent, approval, certificate or decision shall be in writing and the words “notify” “Certify” or “Decide” shall be construed accordingly. Any such consent, approval, certificate or decision shall not be unreasonably withheld or delayed.

1.8 OFFICER-IN-CHARGE:

The Corporation may appoint any person at its discretion as Officer-in-Charge of the work and authorize him to exercise such power on behalf of the Corporation.

1.9 ASSIGNMENT AND SUBLETTING:

The Contractor shall not sublet, underlet, transfer, assign the contract or assign or transfer in any way the right granted under the contract to any person or persons or firm or agency or company nor shall he create any interest of any third person.

1.10 Contract Document:

1.10.1 Language:

The language of the Contract is English.

1.10.2 Law:

The Contract shall be governed and construed in accordance with the law of India. No suit or other proceedings relating to performance or breach of contract shall be filed or taken in any Court of Law except Principal Court of Ordinary Civil Jurisdiction at Mumbai which shall have exclusive jurisdiction to the exclusion of any outside court.

1.10.3 Priority of Contract Documents:

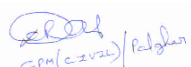
The several documents forming the Contract shall be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Officer-in-Charge who shall issue to the Contractor necessary instructions thereon and in such event, unless otherwise provided in the contract, the priority of the documents forming the contract shall be as follows:

- a) The Contract Agreement
- b) The Letter of Acceptance
- c) The Contractor's offer/bid
- d) The Terms of Reference
- e) The Conditions of Contract (General Conditions and Special Conditions)
- f) Any other document forming part of the contract.

1.11 Table of Contents and Headings

The table of contents, headings or sub-headings in this agreement are for convenience for reference only and shall not be used in, and shall not limit, alter or affect the construction and interpretation of this Contract.

Signature of Bidder


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1.12 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Agency may be taken or executed by the officials duly authorized in that respect.

1.13 Performance Security:

- 1.13.1 The Agency shall obtain and provide to the Corporation as security for due and proper fulfilment of the contract, a Performance Security amount equivalent to 5% of the total value of the contract within fifteen (15) days from the date of issue of Letter of Acceptance. Such security shall be in the form of a Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee in the prescribed by NHSRCL, of a nationalized/ Scheduled bank in India. The bank guarantee shall be valid for period of contract plus additional 90 Days thereafter and is encashable at Mumbai
- 1.13.2 The performance security shall be refundable to the Agency within two (2) months after the expiry of the contract period upon full and satisfactory compliance by the Agency with all the obligations and requirements under this contract, provided there is no claim of the Corporation against the Agency and after a specific written request is received from the Agency.
- 1.13.3 The Corporation shall be at liberty without any further consent from the Agency than the consent which is implied by the execution of the agreement to use/realise the said deposit or any part thereof towards the fulfilment of payments and satisfaction of any and every sum which may be due by the Agency to the Corporation or any local/competent authorities and the Agency shall on demand by the Corporation deposit with the Corporation a fresh demand draft to make good the original amount. In such case the Agency shall be required to pay to the Corporation compound interest at @ 15% per annum on the used/ realised amount of performance security for the period from the due date of the payment till the date the performance security is fully recouped (both days inclusive) by the Agency.
- 1.13.4 The claims under performance security shall be made by the Corporation after notifying the Agency stating the nature of the default in which respect the claim is made.
- 1.13.5 In the event of Performance Security being found insufficient or the same has been wholly forfeited, the balance or the total sum recoverable as the case may be shall be deducted from any sum due to the Agency or which at any time thereafter may become due to the Agency under this or any other tenders/contract with the Corporation including any EMD paid by them for any other tenders/contract. Should that sum also not be sufficient to cover the full amount recoverable, the Agency shall forthwith pay to the Corporation on demand the remaining balance dues.
- 1.13.6 Upon the full and satisfactory compliance by the Agency with all obligations and requirements under this contract, the Performance Security or such part thereof as shall not be liable to be forfeited or appropriated as aforesaid shall be refunded to the Agency.

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1.14 Taxes and Duties

Unless otherwise specified in the contract, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Client's notice to the Agency instructing the Agency to begin carrying out the Services.

2.2 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the contract.

2.3 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.5 Force Majeure

2.5.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Personnel or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both

(A) take into account at the time of the conclusion of this Contract and

Signature of Bidder


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(B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.5.3 Measures to be Taken

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.5.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall not be entitled to be reimbursed for additional costs.

2.5.6 Consultation

Not later than thirty (30) days after the Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Suspension

The Client may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of

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suspension.

2.7 Termination

2.7.1 The Client may, by not less than fifteen (15) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause, terminate this Contract:

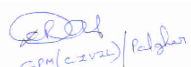
- (a) If the Agency fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within fifteen (15) days' of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Agency become (or, if the Agency consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether or voluntary; compulsory
- (b) if the Agency fail to comply with any final decision reached as a result of settlement of disputes pursuant to Clause 9 hereof;
- (c) if the Agency submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Agency know to be false;
- (d) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 The Agency may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GCC 2.7.2.

- (a) If the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause GCC 9 within forty-two (42) days after receiving written notice from the Agency that such payment is overdue.
- (b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than fifty-six (56) days.
- (c) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-two (42) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the Client of the Agency's notice specifying such breach.
- (d) If the Services are suspended by the Client for more than eighty-four (84) days for reasons other than mentioned in 2.6.

2.7.3 Cessation of Rights and Obligations

Signature of Bidder


Signature of NHSRCL Authority

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2 hereof, or upon expiration of this Contract pursuant to Clause 2.2 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued till the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of the Client to the Agency pursuant to Clause 2.7 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency, the Agency shall proceed as provided, respectively, by Clause 3.9 hereof.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7 hereof, the Client shall make the payment of remuneration to the Agency pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.

2.7.6 Disputes about Events of Termination

If the Agency disputes whether an event specified in paragraphs (a) to (d) of clause 2.7 hereof has occurred, such Party may, within forty five (45) days after receipt of notice of termination from the Employer refer the matter to Chief Project Manager, NHSRCL pursuant to clause 9 hereof, and this contract shall not be terminated on account of such event except in accordance with the terms of the resulting decision.

3. OBLIGATIONS OF THE AGENCY

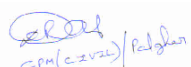
3.1 General

3.1.1 Standard of Performance

The Agency shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

3.1.2 Law Governing Services

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The Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Personnel and agents of the Agency comply with the Applicable Law. The Client shall advise Agency in writing of relevant local customs and the Agency shall after such notifications, respect such customs.

The Agency shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws, rules and regulations or any order of the Court that affect the performance of the Contract and are binding upon the Agency.

The Agency shall, in all dealings with its labour and the labour of its Sub Agency currently employed on or connected with the Contract, pay due regard to all laws and regulations pertaining to the employment of labour.

3.2 Conflict of Interests

3.2.1 Agency not to Benefit from Commissions, Discounts, etc.

The remuneration of the Agency pursuant to Clause 6 hereof shall constitute the Agency' sole remuneration in connection with this Contract or the Services and the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Agency shall use their best efforts to ensure that Personnel and agents or either of them, similarly shall not receive any such additional remuneration.

3.2.2 Agency and Affiliates not to be otherwise interested in Project

The Agency agree that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, as well as any Sub Agency and any entity affiliated with such Sub Agency, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Agency nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(ii) after the termination of this Contract, such other activities which may prejudice or otherwise affect the interest of NHSRCL.

3.3 Confidentiality

The Agency, their Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential

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information relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Agency

The Agency' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Agency

The Agency (i) shall take out and maintain, at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage of the work, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

The risks and the coverage under the insurance shall be as follows:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Agency or its Personnel or any Sub-Agency.

(b) employer's liability and workers' compensation insurance in respect of the Personnel of the Agency and of any Sub-Agency, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(c) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency's property used in the performance of the Services.

3.6 Accounting, Inspection and Auditing

The Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the basis of the Agency' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contact, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Agency' Actions requiring Client's prior Approval

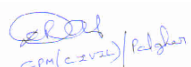
The Agency shall obtain the Client's prior approval in writing before appointing such members of the Personnel as are listed the contract

3.8 Reporting Obligations

The Agency shall submit to the Client the reports and documents specified in the contract, in the form, in the numbers and within the time periods set forth in the contract.

3.9 Documents prepared by the Agency to be the Property of the Client

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All plans, drawings, specifications, designs, reports and other documents prepared by the Agency in performing the Services shall become and remain the property of the Client, and the Agency shall not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents. Restrictions about the future use of these documents,

4. AGENCY' PERSONNEL

4.1 General

The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Agency' Key Professional are described in the contract.
- (b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional may be made by the Agency by written notice to the Client, provided that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger,
- (c) If additional work is required beyond the scope of the Services specified in the contract, the estimated periods of engagement of Key Personnel may be increased by agreement in writing between the Client and the Agency.

4.3 Approval of Personnel

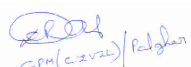
The Key Personnel listed by title as well as by name in the contract are hereby approved by the Client. In respect of other Key Personnel which the Agency propose to use in the carrying out of the Services, the Agency shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Removal and/or Replacement of Personnel

Removal and/or replacement of Personnel shall be regulated as under:

- 4.4.1 In case notice to commence services pursuant to Clause 2.1 of this Contract is not ordered by Client within 120 days of negotiations the key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem developed after contract negotiation, etc. In such a case no penalty shall be levied on the Firm or on the person concerned. The firm shall however be asked to give a replacement by an equal or better scoring person, whenever mobilization is ordered.

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4.4.2 In case notice to commence services is given within 120 days of negotiations there placement shall be as below:

- a. Replacement up to 33%: Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 5% of the monthly rate.
- b. Replacement of more than 33% and up to 50%: Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 10% of the monthly rate.
- c. Replacement beyond 50% and upto 66%. Replacement shall be by an equal or better scoring person. Reduction in remunerations for the balance period shall be @ 15% of the monthly rate.
- d. Replacement beyond 66% shall normally not be considered. However in exceptional circumstances, where it becomes absolutely essential the remunerations of the substitute shall be reduced by 50% of the original person replaced. Replacement shall be by an equal or better scoring person.

The Employer may initiate action for termination/debarment of such Agency for future projects of NHSRCL for a period of 6 months to 24 months depending upon the severity of case.

4.4.3 Replacement after original contract period is over:

There shall be no limit on the replacements and no reduction in remunerations shall be made. The replacement shall however be of equal or better score.

4.4.4 If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Employer's written request specifying the grounds therefore, forthwith provide a placement with qualifications and experience acceptable to the Employer.

4.4.5 In exceptional situations where the replacement with equivalent or better qualification is not available, replacement with lower qualifications than the originally approved may be accepted with reduction in remuneration as per the procedure prescribed below. This kind of relaxation shall however, be limited to replacement of 2 key personnel only.

- i) The new proposed personnel as a replacement has to be evaluated as per the criteria fixed at the time of evaluation of original proposal and marks/rating and then:

If the original personnel (included in the original proposal based on which the contract was awarded) is to be replaced and the new proposed personnel is having less qualification/ experience i.e. marks/rating (but fulfilling the minimum requirement as per TOR), his remuneration would be reduced by 15% over and above the stipulated conditions in the contract because of less qualified personnel.

If the original personnel (included in Contract Agreement) is to be replaced by the Agency and the new proposed personnel is having less qualification/ experience (marks/rating), then his remuneration would be decreased

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proportionally in comparison to the marks of the original personnel. This will also take into account the contract condition and if the proposed reduction is less than that stipulated in contract condition, it would be as per the contract provision.

It will be ensured that the new proposed personnel should score at least 75% of the marks of the originally approved key personnel. Both the Consulting firm and the proposed personnel should give the undertaking in the format available in Form VII of Appendix II along with the replacement CV.

- ii) The CV should be signed by personnel and the consulting firm in every page. If the CV is found incorrect at later date, the personnel accepted would be removed from the assignment and debarred from further NHSRCL's works for an appropriate period to be decided by NHSRCL and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by NHSRCL to black list the firm.

4.5 Resident Project Manager

The Agency shall ensure that at all times during the Agency's performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Agency, and Personnel with work permits and such other documents as shall be necessary to enable the Agency, or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Services, Facilities and Property of the Client

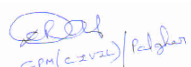
The Agency have to make all arrangements needed to carry out the activities under the contract at his own cost and risk.

5.3 Payment

In consideration of the Services performed by the Agency under this Contract, the Employer shall make to the Agency such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE AGENCY

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The fee shall be payable to the Agency as agreed under the contract.

The Employer shall cause the payment of the Agency as given in schedule of payment after the receipt & approval by the Employer of certified bills.

The Items in the Bills of Quantities are the only items against which payment will be made. The cost of any item of work not specifically described in the Bills of Quantities but required for the execution of the Contract shall be included in the unit rates for the items in the Bills of Quantities. The rates shall therefore include for all incidental and contingent expenses and risks of every kind necessary to fulfil all the obligations of the Contract.

The contractor shall be entitled to be paid from time to time, normally once monthly, by way of 'on account' invoices for the executed items indicated in the Bill of Quantities as finally approved by the Representative of Client.

Client representative shall have the power to omit from any of the Agency's requests for payment the value of any work executed or services rendered, with which he may for the time being be dissatisfied and for that purpose and for any other reason which to him may seem proper, may delete, correct or modify the sum(s) previously certified by him as being due to the Agency.

6.1 Variation in Quantities

The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. The Agency shall be bound to carry out and complete the stipulated work irrespective of variation in individual items, at the rates specified subject to variation in the value of the Contract.

6.2 Currency of Payment

(a) The payment shall be made in Indian Rupees.

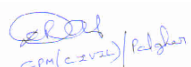
7. Responsibility for Accuracy of Project Documents

7.1 General

7.1.1 The Agency shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the NHRCL against any inaccuracy in the work which might surface during implementation of the project. The Agency will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.

7.1.2 Agency liability towards the Client

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Agency shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute.

9. SETTLEMENT OF DISPUTES

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

All differences or disputes arising out of or in connection with these presents shall be referred by the Agency to the Director (Projects), NHSRCL. The Agency shall be given reasonable opportunity to represent their case before the Director (Projects), NHSRCL whose decision shall be final and binding on the Agency.

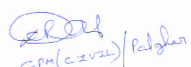
10. Liquidated Damages (LD)

Any delay by the Agency in achieving any of the activities associated with scope of work will result in a penalty of 0.5% of the total value of contract, for every week of delay or part thereof.

The maximum LD imposed on the contractor on account of above shall be limited to 10% of total contract value. However, in event of excessive delays, which shall be solely decided by Client, and Client reserves the right to terminate the contract as per clause 2.7.

These damages shall not relieve the Contractor from his obligation to complete the Services, or from any other duties, obligations or responsibilities which he may have under the Contract.

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7 SPECIAL/ ADDITIONAL CONDITIONS OF CONTRACT

1. Schedule of Payment

Table 1: (Refer Annexure C) Payment of fees will be on actual man month deployed for the project. The payment will be on a monthly basis after submission of invoice duly certified by Employer's representative for the services performed.

Table 2: (Refer Annexure C) Monthly Basis on activities carried out. The invoice needs to be supported by requisite documents/ deliverables and certifications by Employer's representative.

Table 3 : (Refer to Annexure C)

20 % - Approval concept and Script,

70 % Submission of Goods/Services to the satisfaction of NHSRCL

10 % on approval.

Schedule B: (Refer Annexure C) As per work executed actually.

NHSRCL reserves right to alter the payment schedule.

The payment shall be made upon submission by the Agency of certified monthly invoices for the scope of services performed during the month as per scope of services.

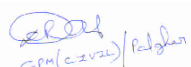
The Client shall cause the payment due to the Agency to be made within 30 (thirty) days after the receipt by the Client of duly completed bills with necessary particulars.

2. Foreclosure

NHSRCL shall have a right to foreclose the contract at any point of time for any reason whatsoever after giving one month's notice in writing to the Agency. The Agency will have no claims against Client for damages/ compensation for any loss that may be sustained by him owing to such foreclosure.

In the event of premature termination of the contract by the Agency, the Client shall have the right not only to forfeit the performance security but also claim damages suffered by the Client.

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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 :

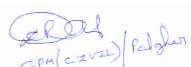
- (a) Security Deposit for each work should be 5% of the contract value,
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting 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 for civil works.**
- 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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