



NATIONAL HIGH-SPEED RAIL CORPORATION LTD

(A Joint Venture of Government of India and Participating State Governments)

REQUEST FOR PROPOSAL

for

SETTING UP OF

**ACONEX Document Management System Services (Cloud-based)
FOR MUMBAI-AHMEDABAD HIGH SPEED RAIL PROJECT**

Tender No.: NHSRCL/CO/CONTRACT/DMS/2018/10

OCTOBER 2018

NATIONAL HIGH-SPEED RAIL CORPORATION LTD.

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

DWARKA, NEW DELHI – 110 077



CONTENTS

SECTION 1 INVITATION FOR BIDS	4
SECTION 2 INSTRUCTIONS TO BIDDERS	7
1 INTRODUCTION	8
1.1 BACKGROUND:	8
1.2 SELECTION OF BIDDERS:	8
1.3 EXAMINATION OF BID DOCUMENTS:	9
1.4 JOINT BID:	9
1.5 FRAUD AND CORRUPTION:	9
1.6 ONLY ONE BID:	9
1.7 BID VALIDITY	9
2 CLARIFICATIONS AND AMENDMENTS TO TENDER DOCUMENT	10
2.1 PRE-BID MEETING:	10
2.2 CLARIFICATIONS:	10
2.3 ADDENDUM:	10
3 PREPARATION OF THE BID	10
3.1 COMPONENTS:	10
3.2 LANGUAGE:	10
4 THE BID DOCUMENT	11
4.5 BID CONTENT:	12
5 SUBMISSION, RECEIPT AND OPENING OF BIDS	12
5.1 SUBMISSION OF FULLY RESPONSIVE BIDDERS:	12
5.2 SUBMISSION OF BIDS:	13
5.3 DEADLINE FOR SUBMISSION OF BIDS:	13
5.4 BID SECURITY:	13
5.5 MODIFICATIONS AND WITHDRAWAL OF BIDS:	14
5.6 OPENING OF BIDS:	14
5.7 BID EVALUATION	15
6 NEGOTIATIONS	18
7 CONFIDENTIALITY	18
8 AWARD OF CONTRACT	18
9 NOTIFICATION OF AWARD	19
10 CONTRACT PERFORMANCE SECURITY	19
11 PURCHASE PREFERENCE/ PREFERENCE TO MAKE IN INDIA/ STARTUP	19
12 DATE FOR COMMENCEMENT OF WORK	20
13 TIME OF COMPLETION:	20
14 GOVERNING LAWS:	20
ANNEXURE-1 (SECTION 2) DATA SHEET	21
ATTACHMENT 1 TO DATA SHEET	22
SECTION 3 BID FORMS	23
SECTION 4: SCOPE OF SERVICES	47
1 SCOPE OF SERVICES	48
1.1 GENERAL	48
1.2 BASIC MODULES OF THE SYSTEM	48
1.2.1 DRAWING COORDINATION & DOCUMENT MANAGEMENT SYSTEM:	48

1.2.2	COLLABORATION SYSTEM	49
1.2.3	WORKFLOW MANAGEMENT	50
1.2.4	SOFTWARE SUPPORT	50
1.2.5	TRAINING:	51
1.2.6	TRAINING INFRASTRUCTURE:	51
1.2.7	EMPLOYMENT OF ENGINEERS, DEVELOPERS, CONSULTANTS, TRAINERS ETC:	52
1.2.8	TIME SCHEDULE (WITHIN 2 MONTH FOR ISSUE OF LOA)	52
1.2.9	AMC	52
1.3	TECHNICAL SPECIFICATIONS OF THE SYSTEM	53
1.4	MANPOWER REQUIREMENT	58
1.5	HOSTING, OPERATION AND MAINTENANCE	61
1.5.1	MINIMUM TECHNICAL SPECIFICATIONS OF DC/DR SITES	61
1.5.2	SIZING CONSIDERATIONS	62
1.5.3	GENERAL CONDITIONS	62
1.5.4	OPERATION AND MAINTENANCE	62
1.5.5	BACKUP AND PREVENTIVE MAINTENANCE	63
1.5.6	PRODUCT UPGRADES	64
1.6	PAYMENT MILESTONE	64
1.7	PAYMENT TERMS	64
SECTION 5: CONDITIONS OF CONTRACT		66

SECTION 1 INVITATION FOR BIDS

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED**COMPETITIVE BIDDING INVITATION FOR BIDS****Bid Notice No. NHSRCL/CO/CONTRACT/DMS2018/10****Date: 24/10/2018**

1. National High Speed Rail Corporation Limited (NHSRCL), a Joint Venture of Government of India and Participating State Governments, having its Corporate Office at Asia Bhawan 2nd Floor, Sector 9, Dwarka, Delhi -110077, incorporated under the provisions of Companies Act, 2013, invites open bids under single stage System for **Setting Up of ACONEX Document Management System services (Cloud based)** for NHSRCL at its Corporate Office, New Delhi and Site Offices at Mumbai, Ahmedabad, Surat and Vadodara.

Sl. No.	Name of Work	Bid Security*	Contract Period	Cost of Bidding Document
1	<p>Setting Up of ACONEX Document Management System (Cloud based) at NHSRCL offices at Delhi, Mumbai, Surat, Vadodara & Ahmedabad.</p> <p>License shall be for 40 (Forty) users including Annual Technical Support (Software update and Product support) for 36 months</p>	<p>INR 2,00,000/- (Rupees Two Lakhs only)</p> <p>(BG, Demand Draft, Banker's Cheque)</p>	36 months	<p>INR 5,900/- (including GST @18%)</p>

*Bid Security is exempted for those Bidders who fulfil the criteria of Purchase Preference Policy for Micro and Small Enterprises (MSEs)/ Start-up business as referred in Clause 11 of Section 2: Instructions to Bidders (ITB). The concerned Bidder shall submit the details as stated in the Clause 11 of Section 2: ITB in the office of the authority at the address mentioned below and before the time and date stipulated below.

2. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the Instruction to Bidders of bid document.
3. **Bidding documents:** The interested Bidders may purchase the bidding documents from the address in Sl. No. 9 below from **25/10/2018 10:00 Hrs to 15/11/2018 (upto 15:00 hrs)** on any working day on making payment of non-refundable cost of **INR 5,900/-** (Rupees Five Thousand Nine Hundred only) by a crossed Demand Draft drawn on any Scheduled bank payable at New Delhi drawn in favor of National High Speed Rail Corporation Limited, New Delhi.

4. Bidding Documents can also be down loaded from NHRCL website <http://www.nhsrcl.in> and from Govt. e-procurement portal (CPP) viz, <http://www.eprocure.gov.in> from **25/10/2018 10:00 Hrs to 15.11.2018 15:00 Hrs**. The bids can be submitted on the down loaded document along with a separate demand draft of **INR 5,900/-** towards the cost of bidding documents at the time of tendering in a separate envelope marked “cost of Bidding documents” failing which the offer will be summarily rejected.
5. Please note that, the tenderer can contact this office on any working day. It will be the responsibility of the bidder who is submitting the bid on downloaded bidding documents to check and see any addendum/Corrigendum issued in this regard from the above websites from time to time and ensure submission of bid along with all Addendum/Corrigendum.”
6. Bids must be accompanied by a bid security **INR 2,00,000** (Rupees Two Lakhs only) in any one of the forms as specified at **section 5.4** of section 2 (Instruction to Bidders) in the bidding documents and shall have to be valid for **30 days** beyond the validity of the bid.
7. **Pre-Bid Meeting:** No Pre-Bid meeting is proposed
8. **Date of Receipt and opening of Bids:** The completed Bids must be dropped in the nominated tender box or delivered to the address below not later than **1500 Hrs** on **15/11/2018**. Bids will be opened at **1530 Hrs** on the same day in the presence of Bidders who choose to be present. NHRCL will not be responsible for any delays in receiving the Bidding documents by the Bidder or receipt of Bids by NHRCL.
9. **Address for Communication:** Interested eligible Bidders may obtain further information from the following address:

GENERAL MANAGER /Contract
National High-Speed Rail Corporation Limited,
Room No. 234 ,2nd Floor Asia Bhawan, Sector-9,
Dwarka, Delhi-110077
Tel. No.: 011 -28070001/02/03/04
Email ID – dmstender@nhsrcl.in
10. National High Speed Rail Corporation Limited reserves the right to cancel the tender before submission/ opening of tender, postpone the tender submission / opening date and to accept/ reject any or all tenders without assigning any reasons thereof.

SECTION 2 INSTRUCTIONS TO BIDDERS

INSTRUCTION TO BIDDERS (ITB)**1 INTRODUCTION****1.1 Background:**

- 1.1.1** National High-Speed Rail Corporation Limited is a Joint Sector Enterprise created with a joint venture of Central Government and State Government of participating states, and has been vested with the responsibility of implementing High Speed Rail Project.

1.2 Selection of Bidders:

- 1.2.1** National High-Speed Rail Corporation Limited (NHSRCL), hereinafter called the Employer, will select Bidder/firm/organization, called the 'Bidder' for Supply, Installation and Maintenance for 36 months of 'ACONEX Document Management System (Cloud Based)' for 40 users at the Corporate Office, New Delhi and site offices at Mumbai, Surat, Ahmedabad and Vadodara amongst the eligible bidder who have submitted their bids in response to Request for bid document against 'Invitation for Bids' (IFB), a copy of which is placed in Section 1, in accordance with the method of selection specified in these 'Instruction to Bidders in Section 2.

1.2.2 Eligibility and Qualification Criteria:

- I. A Bidder may be a natural person, private entity, government-owned entity, or any combination of them with a formal intent to enter into an agreement. The bidder must ensure to submit the following:
Submit Power of Attorney authorizing the signatory of the bid to commit the bidder
- II. The eligibility of the firm will be adjudged based on the minimum qualification criteria as detailed in Para 5.7(Bid Evaluation).
- III. **Responsiveness:** The firm should have submitted the bids in accordance with the guidelines in the Instructions to Bidders and it should meet the required response as per check list given in **Attachment 1** to data sheet (**Annexure 1, Section 2**)
- IV. The Bidder shall be disqualified if:
 - (a) The bidder or any of its constituents has been blacklisted/ banned business dealings for all Government Departments or by Ministry of Railways or by NHSRCL at any time till finalization of bids, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produced.
 - (b) The bidder or any of its constituents has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of bids or thereafter till finalization of bids.
 - (c) The bidder is found ineligible by the Employer.

- (d) The bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared poor performer.
- (e) The Bidder shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Proforma given in Form-12. Non-submission of an affidavit by the bidder shall result in summary rejection of his bid.

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

1.3 Examination of Bid Documents:

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

1.4 Joint Bid:

Not permitted

1.5 Fraud and Corruption:

- a) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
- (i) Employer will reject a bid for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- (ii) Employer will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, and the assignments awarded by Employer.

1.6 Only one bid:

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

1.7 Bid Validity

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

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

2 CLARIFICATIONS AND AMENDMENTS TO TENDER DOCUMENT

2.1 Pre-bid Meeting:

There shall be no pre-bid meeting.

2.2 Clarifications:

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

2.3 Addendum:

- 2.3.1** At any time prior to the submission of Bids, the Employer may, whether at its own initiative, or in response to a clarification requested by a firm, amend the bid by issuing an addendum. The addendum shall be sent to only those bidders who have purchased the Document, at any time prior to issue of addendum. Addendum shall also be uploaded on NHSRCL [website http://www.nhsrcl.in](http://www.nhsrcl.in), and Govt. e-procurement portal (CPP) viz, <http://www.eprocure.gov.in> for others. To give bidders reasonable time in which to take an amendment into account in their Bids, the Employer may at its discretion, if the amendment is substantial, extend the deadline for the bid submission.

3 PREPARATION OF THE BID

3.1 Components:

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

3.2 Language:

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

4 THE BID DOCUMENT

4.1 General:

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

4.2 Bid:

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

4.3 Documents Comprising Bid Format

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

Particulars		Remarks
i)	Bid submission Form	Form 1
ii)	Power of Attorney	Form 2
iii)	Bidder's Information Sheet	Form 3
iv)	Detail of Experience	Form 4
v)	Firms Audited Balance Sheets for last 3 financial years	Form-5 (duly certified by Chartered Accountant)
vi)	Form of Bid Security	Form 6 or any mode as per para 5.4 of ITB
vii)	Form of Performance Security	Form 7
viii)	Project implementation methodology	Form 8
ix)	Functional Requirement Compliance	Form 9
x)	Manpower deployment proposed	Form-10
xi)	Schedule of Quantities (BOQ)	Form 11
xii)	Affidavit	Form 12
xiii)	Proof of payment of Bid document fee and Bid Security.	In a separate envelope superscribed "cost of Bid document" and Bid Security

4.3.2 The Bids must be submitted in hard copy.

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

- Form 1 in Section 3, forming the covering letter for bid.
- Forms 11 shown in Section 3 relate to the costs of **Setting up of Document Management System as per scope of services**
- Form 11 specifies the proposed cost(s) and the figures provided therein will be read out aloud at the public opening of Price Schedules.
- Forms 1 and 11 should be typed on the Bidders' Letter Head exactly in the same format of the forms.

- (v) In Form 1, an undertaking is to be given that, in preparation and submission of information, Bidders have:
- Not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the Bid documents; and
 - Agreed to allow NHRCL, at its option, to inspect and audit all accounts, documents, and records relating to the Bidder's bids and to the performance of the ensuing Bidder's Contract.

4.4 Bid Prices

The amount stated in Form 11 in Section 3, shall be the bid price. The rates shall be offered in the enclosed "Bill of Quantity (BOQ)". Bidder must quote rates in absolute numerical values (both in figures and words) against the BOQ item.

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

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

4.5 Bid Content:

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

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

5 SUBMISSION, RECEIPT AND OPENING OF BIDS

5.1 Submission of Fully Responsive Bidders:

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

5.1.2 The Bidders shall submit the bids ensuring the following:

- (i) The bid document issued by the Employer in full duly initialled on all pages by the authorized signatory shall be enclosed and shall form part of bid.
- (ii) The authorized signatory of the Bidder shall initial all pages of the hard copy of the Technical and Price Schedule.
- (iii) All the corrigenda/addenda issued pursuant to clause 2.3 must be serially enclosed with the bid duly initialled on all pages which forms part of the bid document.

- (iv) Technical and Price Schedules shall be submitted in single sealed envelope in accordance with clause 5.2.
- (v) Proof of having paid the cost of Bid documents and the Bid Security shall be enclosed in a separate envelope in the packet.
- (vi) The bid shall be in single copy
- (vii) Undertakings/Affidavits as per requirement of bid document.

5.1.3 Bids (both Technical and Price Schedules shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidders themselves or to evidence provision of a price discount) which discount will be applied in the manner specified in Clause 5.7.2.2 (iii). The person(s) who signed the Bid document must initial any such corrections, interlineations or overwriting.

5.2 Submission of Bids:

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

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

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

5.2.3 The envelope must be addressed as below.

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

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

5.4 Bid Security:

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

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

OR

- (ii) an unconditional Bank Guarantee in the prescribed form given in Section 3, Form 6, from the banks acceptable to the Employer as mentioned below:

- (a) a Scheduled Bank in India
- (b) a Foreign Bank having their operations in India or
- (c) a Foreign bank which does not have operations in India is required to provide a Counter Guarantee by State Bank of India.

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

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

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

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

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

- (i) if a bidder withdraws its bid during the period of bid validity;
- (ii) if Bidder fails to accept Arithmetic Corrections as per Para 5.7.2.2 (ii);
- (iii) in case of a successful Bidder, if the Bidder fails to:
 - (a) Furnish Performance Security in accordance with clause 13 of Conditions of Contract.
- (iv) if any tampering or changes are made in the bid document;
- (v) if the Bidder violates any other provision of bid document.

5.5 Modifications and Withdrawal of Bids:

5.5.1 Modification, substitution or written notice of withdrawal of the bid is received by the Employer in a sealed envelope prior to the deadline prescribed for submission of bids. The Bidder may modify or withdraw its bid after submission, provided that the

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

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

5.6 Opening of Bids:

5.6.1 Opening of Technical Bids

- (i) The Employer will open the bids at the time and place specified in the ITB Data Sheet. Bidder's representatives may attend the opening, and those who are present shall sign a register evidencing their attendance.
 - (ii) No bid shall be rejected at the bid opening stage, except for late bids, which shall be returned unopened to the Bidder pursuant to clause 5.3
 - (iii) The envelope containing bids of modifications or withdrawal of Bidders will first be opened. In case of withdrawals, the name of the Bidder and the details of withdrawal will be noted in the Register. Further opening of sealed envelopes/packets of such a Bidder will be stopped. The unopened envelopes/packets will be returned to the Bidder.
 - (iv) In case of modifications the name of the Bidder and the details of modifications will first be noted in the Register.
- 5.6.1.1 The Bidder's names, bid of withdrawal or modification and the presence or absence of (a) Proof of payment of Cost of "Bid Documents and (b) Bid Security, and such other details as the Employer may consider appropriate, will be announced at the opening.
- 5.6.1.2 The details of withdrawals, proof of payment of cost of bid document, bid security, modifications, details contained in the bids of the various bidders will be examined by the nominated Tender Committee.

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

5.7 Bid Evaluation**5.7.1 System of Evaluation of Bids.**

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

5.7.1.1 Minimum Qualification Criteria

Criteria Requirement	Compliance Requirements	Documents Submission Requirements
	Single Entity	
4. Average Annual Financial Turnover		
Minimum average annual turnover of INR 1.00 Crs (Rupees One Crore) in the last three financial years based on audited balance sheet or payment certificate. NOTE: In the event that the audited accounts for the latest concluded Financial Year are not available, the Bidder shall furnish information pertaining to the last	must meet requirement	Form 5

Criteria Requirement	Compliance Requirements	Documents Submission Requirements
	Single Entity	
three financial years after ignoring the latest concluded financial year. In case the bidder submits audited financial information for the last four or more years, only the figures for the latest three years shall be considered for evaluation.		
B. Contracts of Similar size and nature:		
<p>1) The Bidder (an Original Equipment Manufacturer (OEM) or an Authorized Channel/ Business /Service partner/ System Integrator of OEM) should have completed the “Similar Works” of following value in the last 5 years before the deadline for submission of the bids:</p> <p>I. one order/ contract, with value of at least Rs. 56 lakhs</p> <p>OR</p> <p>II. two orders/ contracts, with value of at least 42 lakhs each</p> <p>OR</p> <p>III. three orders/ contracts, with value of at least 28 lakhs each</p> <p>and</p> <p>2) Bidder should have completed one work of supply, installation and on-site support of any software solution to any Indian Government organization of value equal to or more than Rs. 20 Lakhs during the last five years ending 31st October, 2018.</p> <p>Note:</p> <p>1) “Similar work” shall mean the supply and implementation of Project Management/ Document/ Content Management software. The work should have been completed within this period irrespective of date of start.</p>	must meet requirement	Form 4

Criteria Requirement	Compliance Requirements	Documents Submission Requirements
	Single Entity	
C. OEM Authorisation		
The bidder must provide authorization from OEM for ACONEX DMS software. Documentary evidence for the same must be submitted along with the bid.	must meet requirement	-

5.7.2 Evaluation of Price Schedule

5.7.2.1 Price Schedule will be reviewed to ensure that -

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

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

- (i) Bids containing financial information will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Bid will be increased by application of the highest unit cost and quantity of the omitted item as provided amongst the other submitted Bids.
- (ii) The Employer shall correct arithmetical errors on the following basis:
 - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

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

6 NEGOTIATIONS

- 6.1** Normally Negotiations are not allowed. However, if required, negotiations will be held at the address indicated in the Data Sheet. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.
- 6.2** The bidder must note that during negotiation, rates of items of BOQ can only be reduced and not increased by the bidder. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.
- 6.3** Should NHSRCL decide to negotiate with view to bring down the rates, the bidder called for negotiation should furnish the following form of declaration before the commencement of negotiation.
- “I _____ do declare that in the event of failure of contemplated negotiations relating to Tender No. _____ dated _____ my original tender shall remain open for acceptance on its original terms and conditions.”
- 6.4** The financial negotiations will generally relate to the unit rates in Price Schedule.

7 CONFIDENTIALITY

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

8 AWARD OF CONTRACT

- 8.1** The Employer reserves the right to accept or reject any bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all bids submitted and specifically, bid securities shall be promptly returned to the Bidders.
- 8.2** The Employer shall award the Contract to the bidder whose bid is substantially responsive to the Bid Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the lowest evaluated and after successful negotiations, if any, subject to ITB 8.3 below.
- 8.3** The Employer has the right to review at any time prior to award of contract that the qualification criteria, as specified in ITB 1.2.2, are still being met by the Bidder whose offer has been determined to be the lowest evaluated Bids. A Bid shall be rejected if the qualification criteria, as specified in ITB 1.2.2, are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Employer shall proceed to the next lowest evaluated Bids to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

9 NOTIFICATION OF AWARD

- 9.1** After completion of negotiations (if any), prior to the expiration of bid validity, the Employer will notify the successful Bidder in writing in form of Purchase Order (P.O.) or Letter of Award (LOA) through registered letter, fax and/or e-mail that its bid has been accepted by the Competent Authority at NHRCL's Corporate Office.
- 9.2** The notification of award will constitute the formation of contract.
- 9.3** Upon the successful bidder's furnishing of the performance security, pursuant to clause 13 of Conditions of Contract, the Employer will promptly notify the other Bidders who submitted Bids that they were unsuccessful and will discharge their Bid Security, pursuant to clause 5.4.2.
- 9.4** Within seven (07) days of receipt of the Letter of award, the successful bidder shall sign and date the Purchase Order/Letter of award and return it to the Employer. By mutual agreement, the contract signature date may be postponed by up to thirty (30) days.

10 CONTRACT PERFORMANCE SECURITY

- 10.1** Within 10 days of the receipt of notification of award, the successful Bidder shall furnish a contract performance security equivalent to an amount of 5% of the value of accepted Contract amount in accordance with Conditions of Contract.

11 PURCHASE PREFERENCE/ PREFERENCE TO MAKE IN INDIA/ STARTUP

- 11.1** Purchase/Price Preference will be extended to the MSMEs under the Public Procurement Policy for MSMEs formulated under the Micro, Small and Medium Enterprises Development Act, 2006 and instructions issued by Government of India from time to time. Bidders who would like to avail the benefit of MSME should clearly mention the same and submit all the documentary evidences to substantiate their claim along with tender itself. Such MSE registered bidders shall be exempted from payment of Bid Security.
- 11.2** All bidders registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other bidders.
- 11.3** If bidder being considered for the award of work is non-MSE bidder, then in such a case purchase preference facility shall not be applicable for the bid as the work cannot be split. The total work shall be offered to the bidder who is determined as the bidder to be considered for the award of work in accordance with the stipulation in Cl. 5.7 of Section-2, irrespective of their registration status and the benefit to MSEs shall be limited to exemption from submission of bid security only.
- 11.4** All Startups (Whether Micro & Small Enterprises or otherwise) are exempted from bid securities subject to their meeting of quality and technical specifications. Startup means any entity recognised as Startup by Department of Industrial Policy and Promotions (DIPP), Ministry of Commerce and Industry, India.

12 DATE FOR COMMENCEMENT OF WORK

As indicated in Data Sheet.

13 TIME OF COMPLETION:

As indicated in Data Sheet.

14 GOVERNING LAWS:

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

Annexure-1 (Section 2) DATA SHEET

Clause Ref.	Item	Data
1.2	Selection of Bidders.	Eligibility and minimum qualification criteria and least cost selection method
1.2.1	Name of the Employer	National High-Speed Rail Corporation Limited
1.6	Validity of the Bids	90 days from the deadline of submission of bid
2.1	Pre-bid Meeting: time, date and venue	No Pre-Bid meeting is proposed.
2.2	Name and Address of the Employer where the correspondence concerning this Request for Bid is to be sent:	General Manager/Contract, National High-Speed Rail Corporation Limited, 2 nd Floor, Asia Bhawan, Sector-9, Dwarka, Delhi-110077 Tel: 011-28070225 Email: dmstender@nhsrcl.in
4.4.2	Local Taxation	The Bidder is liable to pay all taxes as applicable.
5.1.2(v)	Cost of Bid Documents	Rs.5,900/- (Rupees Five Thousand Nine Hundred only)
5.2	Address of Employer where Bidder must submit the bid in sealed cover.	General Manager/Contract, National High-Speed Rail Corporation Limited, 2 nd Floor, Asia Bhawan, Sector-9, Dwarka, Delhi-110077
5.3	Deadline for Submission of Bids	1500 hrs on 15/11/2018
5.4	Bid Security	INR 2,00,000/-
5.4.1	Bid Security	The bid security shall be valid for 30 days beyond the validity of the bid.
5.5	Opening of Bids	1530 hours on 15/11/2018
12	Expected date for commencement of work	Within 15 days of PO/LOA.
13	Expected period of completion of work	System Installation and stabilisation to be completed in 60 days from the issue date of PO/LOA. System maintenance shall be for a period of 36months.
14	Jurisdiction of Courts	Delhi

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

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

S. No.	Item	Required Response
1	Has the Bidder Paid the Bid Document Cost?	Yes
2	Is Bid Security furnished?	Yes
3	Is the Bid received prior to Deadline?	Yes
4	Is the Price Schedule/ Bill of Quantities available?	Yes
5	Has the bidder submitted P.O.A.?	Yes
6	Submitted audited Balance Sheets for last 3 financial years?	Yes
7	Is the Bidder authorized licence holder of OEM for Aconex Document Management System Software?	Yes
8	Has the firm submitted detailed information in Form 3?	
9	Has the firm submitted data regarding experience in Form 4?	Yes
10	Has the firm submitted audited financial data for last 3 financial years in Form 5?	Yes
11	Is the Bidder involved in any fraud and corrupt practices?	No
12	Has the bidder submitted the Project implementation methodology	Yes
13	Has the bidder submitted the functional compliance requirement	Yes
14	Has the bidder submitted the Non-disclosure agreement	Yes

SECTION 3 BID FORMS

Form No	Description	Page
Form - 1	Bid Submission Form	
Form - 2	Format for Power of Attorney for Authorised Signatory for Single Entity	
Form - 3	Bidder's Information Sheet	
Form - 4	Details of Experience	
Form - 5	Firm's Financial Data for last 3 years	
Form - 6	Form for Bid Security – Bank Guarantee	
Form - 7	Form of Contract Performance Security (Bank Guarantee)	
Form - 8	Project Implementation Methodology	
Form - 9	Functional Requirement Compliance	
Form - 10	Manpower Deployment Proposed	
Form - 11	Schedule of Quantities (BOQ)	
Form - 12	Format for Affidavit to be submitted by Bidder along with the bid	

FORM -1

BID SUBMISSION FORM

(On letter head of the BIDDER)

From:

.....

.....

To:

The General Manager (Contract),
National High Speed Rail Corporation Limited

Dear Sir,

Sub: Setting Up of Aconex Document Management System Services (Cloud based) for 40 users at NHSRCL Corporate Office, New Delhi and site offices at Mumbai, Ahmedabad, Surat and Vadodara

Ref: NHSRCL/CO/CONTRACT/DMS/2018/10 dated ----.10.2018

1. Having examined the completeness of bid documents, studied the terms and conditions of contract stipulated in the bid documents we, the undersigned offer to **Set up ACONEX Document Management System Services (Cloud based) for 40 Users for NHSRCL corporate office at New Delhi and site offices at Mumbai, Ahmedabad, Surat and Vadodara and maintenance for 36 months** for the implementation of the above services.
2. We undertake, if our bid is accepted, to:
 - (i) Furnish performance security within 10 (Ten) days of issue date of PO/LOA.
3. I/We undertake that:
 - (i) In competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988 (as amended from time to time)".
4. We certify that in preparation and submission of information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the bid documents.
5. Our proposal is valid for 90 days beyond the date of opening of bid and will be binding on us.



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

Yours faithfully,

.....

Signature of authorised signatory of Bidder

(Seal)

Address:

.....

.....

Enclosures: As per ITB.

FORM 2

FORMAT FOR POWER OF ATTORNEY FOR
AUTHORISED SIGNATORY OF SINGLE ENTITY

POWER OF ATTORNEY*

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

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

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

Dated this the day of 2018

.....
(Signature of authorised Signatory)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

***Notes:**

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

FORM 3**BIDDER'S INFORMATION SHEET**

Bidder's Information	
Bidder's legal name	
Bidder's country and year of constitution	
Bidder's year of Registration in India, if not constituted in India	
Bidder's legal address in country of constitution and as Registered in India	
Details of Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Valid documentary proof of GST registration number and the details of income tax registration (PAN)	

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

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

Form 4**DETAILS OF EXPERIENCE**

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

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

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

OEM Authorization Form (In Case of OEM Experience shown for Projects)

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

FORM 5**FIRM'S AUDITED FINANCIAL DATA FOR LAST 3 FINANCIAL YEARS:**

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

Note:

1. Please provide Audited Balance Sheets/Profit & Loss Accounts in support of Information given above. In the event that the audited accounts for the latest Financial Year (Financial year immediately preceding current financial year in which the bid is being opened) are not available, the Bidder shall furnish information pertaining to last three financial years after ignoring the latest financial year.
2. Form 5 should be certified by Chartered Accountant.

FORM - 6

BID SECURITY
BANK GUARANTEE

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

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

Beneficiary: NATIONAL HIGH SPEED RAIL CORPORATON LIMITED

Date:

Bid Security No.:

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of *[Insert Value of Proposal Security required]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Consultant or Bank. The demand made by the Employer shall be final, conclusive and binding on the Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

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

Date

Place.....

.....

[Signature of Authorized person of Bank]

[Name in Block letters]

[Designation].....

[P/Attorney]No.....

Witness:

1 Signature

Name & Address & Seal

Bank's Seal

[P/Attorney]No.....

2 Signature

Name & address & Seal

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

PROJECT IMPLEMENTATION METHODOLOGY

The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

- a) The Overall approach to the Project
- b) Details of Proposed Document/Content Management Solution
- c) A detailed description of the solution and solution approach
- d) Implementation Methodology and Deployment Architecture
- e) Strength of the Bidder to provide services including examples or case-studies of similar work (Supply and Implementation of Document/Content Management)
- f) Project Organization and Management Plan
- g) Extent of compliance with the specifications mentioned in the scope of work in the section 4.0 and Form 8 of Section 3 of the Bid document
- h) Document Management Plan– Bidder's approach to communications among stakeholders.
- i) Change management methodology
- j) The performance benchmark for the offered solution & services
- k) The constraints, essentials and necessities if any for installation & commissioning of system
- l) Implementation plan– Bidder's approach to implement the project
- m) Risk Management Plan – Bidder's approach to identify, respond/ manage and mitigate risks
- n) Quality Control plan - Bidder's approach to ensure quality of work and deliverables
- o) Escalation matrix during contract period
- p) Disaster Recovery Plan

Note:

- a. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.
- b. Inadequate information shall lead to disqualification of the bid.

FORM - 8

FUNCTIONAL REQUIREMENT COMPLIANCE

The proposed system should be compliant to the following requirements.

Document/Content Management Requirements Compliance

Setting up of Document Management System Services (Cloud based) for Mumbai-Ahmedabad High Speed Rail Project

Sr. No.	Functional Requirement	Available out of the box	Customisation required	Remarks
A-1	The key feature of the System			
	1) The system should be cloud based with no initial hardware requirement in user's premises.			
	2) The system should cater to at least 40 full use users which can be later on scale up to 60.			
	3) The system will be a centralized repository for all Documents, Drawings, Reports, and Manuals etc across the project.			
	4) System should allow version controlling of the documents with both minor and major versions.			
	5) Able to support the content of multiple formats. The content to be classified based on NHSRCL.			
	6) Specific review and approval process for each classified content based on NHSRCL requirement.			
	7) Should be able to make a full text, index and parametric search.			

Sr. No.	Functional Requirement	Available out of the box	Customisation required	Remarks
	8) Should have version control & revision management.			
	9) Should be able to track status of the document throughout the life cycle.			
	10) Should support integrate with other enterprise systems such as ERP, project management systems, Engineering design tools, document collaboration tools			
	11) System should allow search based on different parameters like file name, folder name, project name, index field& Wild card search.			
	12) Should enable integrating with productivity tools like users mail box.			
	13) Should be highly available, fault tolerant, no data/ NHRCL content loss when failed.			
	14) Should be highly responsive for user actions.			
	15) System shall provide the standard hierarchy structure allow users and groups of users to manage and organize their documents.			
	16) Should support multiple devices (IOS, Android, and Windows)/ channels (web, mobile etc).			
	17) Should be able to access/export all traceability on user's actions at any time.			

Sr. No.	Functional Requirement	Available out of the box	Customisation required	Remarks
	18) Should be able to provide tools to automatically attach file templates to newly created MS document.			
	19) The Management console must be able to administer the following: <ul style="list-style-type: none"> o Adding / deleting users. o Adding / deleting authentication mechanisms. o Policies o Administering logs. 			
	20) Should provide the capability to associate access rules with restricted objects and users, group, roles and domains.			
	21) Should provide policy based content and access control.			
	22) Should provide users with a collaborative, internet based interface interface that is universally accessible, easy to use and easily adaptable to the requirements of sharing the documents and managing project correspondence.			
	23) Should be able to retrieve search and upload documents securely and seamlessly.			
	24) Should have integrated discussion forum for each content created inviting participants, subscription of discussion, summarize the			

Sr. No.	Functional Requirement	Available out of the box	Customisation required	Remarks
	discussion with time stamp as *.pdf and *.csv file			
	25) Should have an integrated on-line viewer with mark-up capabilities to handle common Drawing 2D CAD files formats.			
	26) Should be able to view, upload / download access and provide integrated commenting / redlining capabilities.			
	27) Should be able to uniquely identify each document with numbering.			
	28) Should be able to create content structure to link all the related content. Should able to show affected related items when one on the document in the structure being modified.			
	29) When superseding documents, previous versions will not be deleted.			
	30) Should have Check in /Check out or locking of files to eliminate simultaneous edits and duplicate work.			
	31) Should have complete audit log on who did what and when.			
	32) Should be able to store-mail communication and able to track.			
	33) OEM of solution to provide Web Supporting during all days			

Sr. No.	Functional Requirement	Available out of the box	Customisation required	Remarks
	34) Implementer / Service company should provide both on-site and Web Support for the entire solution.			
	35) *DWG and similar file types have to be published automatically on Check-in and available for collaboration.			
	36) Online / Web Based Markup Facility should be available for *DWG and similar file.			
	37) The service provider will have to provide on-site unlimited training to all the users.			
	38) There should be no limitation on data storage capacity on the above cloud based system.			

FORM - 9**KEY MANPOWER DEPLOYMENT DETAILS**

S No.	Proposed Position	Name of the Resource	Proposed Role	Highest Qualification	Total Experience (in years)	Total Relevant Experience for the proposed position (in years)
1	Project Manager					
2	Functional Lead (Document Management)					
3	Technical Lead (Document/Content Management)					

FORM - 10

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

[Refer Clause 8 of Conditions of Contract]

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

From:

Name and Address of the Bank....

.....

To:

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

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

AND

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

AND

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

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 Consultant or Bank. The demand made by the Employer shall be final, conclusive and binding on the Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The Bank Guarantee shall be unconditional and irrevocable.
6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Bidder, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
8. This guarantee is valid and effective from the date of 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 totaling 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 Contractor 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.
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.

FORM 11

(On letter head of the Bidder)

SCHEDULE OF QUANTITIES**IFB NO: NHSRCL/CO/Contract/DMS/2018/10**

Setting Up of ACONEX Document Management System (Cloud based) for offices of NHSRCL at the Corporate Office, New Delhi and site offices at Mumbai, Surat, Vadodara and Ahmedabad.

Item No.	Item Descriptions	Unit	Quantity	Rate (Rs.)		Amount (Rs.)		Remarks
				In Figures	In Words	In Figures	In Words	
A-1	Setting up of ACONEX Document Management System services (Cloud based) for 40 users for Mumbai-Ahmedabad High Speed Rail Project for use by NHSRCL offices at New Delhi, Mumbai, Surat, Vadodara and Ahmedabad	No.	1					<i>Refer Section-4: Scope of Services for details</i>
A-2	Quarterly Charges for providing & maintaining system for 36 months for 40 users. The quarterly payment will start after installation & completion of system. Payment will be released after completion of every Quarter.	Per quarter	12					
Total Quoted Amount in Words (-----)								
A-3	Rate only Item for additional 10 users per month	No.	1					
Note: The rates shall be inclusive of all taxes, duties etc. except Goods and Services Tax (GST) which shall be reimbursed at actuals on proof of payment.								

Authorised Signatory

Name

Address.....

Seal.....



FORM 12

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER
ALONGWITH THE BID**

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

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

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

SEAL AND SIGNATURE OF THE BIDDER

Verification:

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

SEAL AND SIGNATURE OF THE BIDDER

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

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

Attestation before Magistrate/Public Notary

SECTION 4: SCOPE OF SERVICES

SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

1 Scope of Services

1.1 General

NHSRCL requires the successful Bidder to implement a Document/Content Management System solution at NHSRCL to manage and track the Project. The scope of work is broadly described as setting up Document Management System services (Cloud based) for Mumbai-Ahmedabad High Speed Rail Project for NHSRCL.

The selected bidder shall perform the following is the brief scope of activities where

- 1) Procurement of license, Supply, Installation, Configuration and Customization, Implementation, Integration, commissioning, Training and support of Document/Content Management and Collaboration solution for 40 users for NHSRCL's Delhi, Mumbai, Surat, Ahmedabad and Vadodara project Offices
- 2) Hosting, Application Support, Operations and Maintenance of the solution including all Licenses (Tool, hardware and software) required for a period of 3 years on Cloud Hosting Model. The Hosting, Application Support and O&M may be *extendable upto 5 years* if required by NHSRCL post completion of 3 years.
- 3) Training and Capacity building for all NHSRCL officials/users on the system(s) implemented.
- 4) The supply shall be as per the Technical Specifications and instructions of the Employer Representative.
- 5) Contractor shall commission the system at NHSRCL's Delhi, Mumbai, Surat, Vadodra, Ahmedabad project Offices and give a brief demonstration/training of its implemented drawing and document management solution use to NHSRCL's nominated representatives regarding basic operations and controls.
- 6) The Contractor shall provide all user manuals in soft forms.

1.2 Basic Modules of the System

1.2.1 Drawing Coordination & Document Management System:

Drawing coordination & Document management solution should enable transparent exchange of information between parties on continuous & real-time basis.

Drawing coordination is a continuous process throughout the lifecycle. The drawing exchange happens between the parties should be governed by the contract terms. Information security is of paramount importance as leaked information between competing players may lead to penalty & reputation. File naming, file storage areas

approval workflows for each type of content, metadata collection have to be standardized. All the information exchange should be traced back the progress against actual and report it to the concerned. It should be possible to define any exceptions to the pre-defined process so that such deviation can be reported for corrective actions.

The system should be scalable, secured, and flexible to tailor as per custom requirements. The solution should be enabled on the end user devices like smartphones (IOS, Android, Windows, tablets (IOS) laptops or desktops.

The solution should support automated integration between source & target systems. The source systems can provide the document feed through a shared folder/ file feed or through manual upload. The drawing could get rejected with notification if the document is not compliant to the policies, procedures and set of pre-defined rules. The successful uploads will have a dynamic workflow defined. Every stage of workflow steps should have the ability to handle time bound notifications & reminders along with handling exceptions if there are any. Any failed documents flow needs to be resend by the sender or handled by the business admin. The workflow may involve multiple parties for reviews/ approvals. The observations from the workflow participants should be captured in a tool so that it can be addressed through a set of actions. Upon successful execution of workflow, the content have to be placed in the appropriate location drawing management system along with set of metadata. The drawing coordination system should allow quick document search.

Drawing Coordination tool should support visualization of engineering drawing created out of varieties of tools that owner / operators and contractors companies may use. In fact, any changes on the design should create an automated workflow for approval & publishing the changed design model.

The content collected during the development lifecycle should be able to get linked to the systems used during the operations. For example engineering specification document, manuals, Standard operating procedures, etc for system should be made available to maintenance engineers who would use systems like ERP, PM system.

1.2.2 Collaboration System

1. System should help the align plan, resources, delivery and approval of contents required for the submission.
2. For automating the generation and dispatch of all correspondences.
3. The system shall have the work flow capability to route the notes / responses / files for approval electronically. The routing can be either sequential or adhoc.
4. Enabling the enforcement of the protocols, delegation of the authority in a controlled and transparent manner.
5. To create correspondences with unique number for reference.

6. To enable collaborative drafting of the correspondences by validating facts and taking inputs from all concerned.
7. Ensure that all correspondences and their responses are available in the central searchable web-based repository for future use including for claim settlement etc.
8. Able to subscribe to the content delivery & management.

1.2.3 Workflow Management

The System should include automatic workflow process with predefined rules, which will comprise of information as due dated, participants, documents status etc.

Features of workflow management

1. Workflow management system should be build using Business Process Management framework.
2. Workflow management system shall support inbuilt Graphical workflow designer for modeling complex Business Process using drag and drop facilities.
3. Create as many customizable / tailor made workflows as needed by NHSRCL.
4. Automatically associate content with relevant workflow.
5. System should have inbuilt Rule Engine for defining rules.
6. Allow for as many stops as required.
7. Allow serial or parallel steps or combination of both.
8. Manage due dates, participants
9. Manage transition from one workflow step to another and send notifications to the relevant users
10. Manage the possible changes in document status, and document right according to set rules.
11. Workflow management system shall be able to keep track of the work item status the date /time the jobs are started and ended, the creation and archival date of the documents.

1.2.4 Software Support

1. Software OEM should provide guidelines for customizing and implementing solutions.
2. Contractor to provide support for products and applicable third-party applications via the following release vehicles:

- Maintenance releases
 - Temporary Patches
3. OEM Support Desk Availability during working hours, 6 days a week (excluding Sunday)
 4. Support Desk response Time 2 hours
 5. Access to Helpdesk 24x7.
 6. Proactive Support Alerts.

1.2.5 Training:

- a) Training for the implemented drawing and document management system. Separate course to be conducted at Delhi, Mumbai, Ahmedabad, Vadodara and Surat offices:
- b) Following are the details of the training
 - Basic (Standard) Course Outline -2 day
- c) Unlimited online training as per user's requirement to be provided at Delhi, Mumbai, Surat, Vadodara, Ahmedabad project office.
- d) Detailed training to the document controller shall be imparted to enable them to exercise administration responsibilities.
- e) The bidder is required to conduct training sessions for all relevant stakeholders before UAT and Go-Live of the Proposed solution
- f) The bidder is required to submit a detailed schedule for training for Employer's approval
- g) The bidder is required to follow Train the Trainer model for all training and capacity building activities.
- h) The Bidder shall conduct refresher trainings at regular intervals for NHSRCL post stabilization of systems at no additional cost.

1.2.6 Training Infrastructure:

The required infrastructure for training (including provision of class room, computers, LCD projectors, boards etc and excluding the required software) shall be arranged & provided by NHSRCL.

Training schedule will be finalized in consultation with NHSRCL Team.

Three master copies of documents / manuals should be provided in soft copies in each of training session shall be provided to NHSRCL. NHSRCL shall be free to copy /duplicate/reproduce the same for their internal use.

The cost of all the items/services detailed above for training is deemed to be included in the quoted cost for this item & nothing extra (i.e. over & above the accepted rate (Schedule of Item rates & Quantities').

1.2.7 Employment of Engineers, Developers, Consultants, Trainers etc:

The Implementer shall employ sufficient number of Engineers and Trainers etc to give the deliverables as per the time schedule.

1.2.8 Time Schedule (Within 2 Month for issue of LOA)

- The supply, installation, licensing and commissioning of software will be completed within 15 days from the date of issue of letter of acceptance.
- Training should be imparted in 15 days.
- Fine tuning of System based on feedback -30 days should be carried out parallel with training.
- Training to user and administration should be imparted in next 15 days

1.2.9 AMC

All software support or required support to ensure satisfactory performance of document management system for contract period is inclusive. No separate payment will be entertained for this.

1.3 Technical Specifications of the System

Sr. No.	Item Descriptions	Unit	Quantity	Remarks
A-1	<p>Setting up Document Management System services (Cloud based) for Mumbai-Ahmedabad High Speed Rail Project for NHSRCL.</p> <p>The system should be the single source of truth for NHSRCL. It should hold the final set of content related to projects while it supports prior workflows towards producing final set of delivery. The system should hold the Content in an organized manner with proper taxonomy/ classification definition. These contents would have been created within the NHSRCL entity or received from other external parties. The system should be web based and user friendly. It should be capable of supporting number of users.</p> <p>The key features of the system should be:</p> <ol style="list-style-type: none"> 1) The system should be cloud based with no initial hardware requirement in user's premises. 2) The system should cater to at least 40 full use users which can be later on scale up to 60. 3) The system will be a centralized repository for all Documents, Drawings, Reports, and Manuals etc across the project. 4) System should allow version controlling of the documents with both minor and major versions. 	No.	1	Refer A-1 of BOQ

Sr. No.	Item Descriptions	Unit	Quantity	Remarks
	<p>5) Able to support the content of multiple formats. The content to be classified based on NHSRCL.</p> <p>6) Specific review and approval process for each classified content based on NHSRCL requirement.</p> <p>7) Should be able to make a full text, index and parametric search.</p> <p>8) Should have version control & revision management.</p> <p>9) Should be able to track status of the document throughout the life cycle.</p> <p>10) Should support integrate with other enterprise systems such as ERP, project management systems, Engineering design tools, document collaboration tools.</p> <p>11) System should allow search based on different parameters like file name, folder name, project name, index field& Wild card search.</p> <p>12) Should enable integrating with productivity tools like users mail box.</p> <p>13) Should be highly available, fault tolerant, no data/ NHSRCL content loss when failed.</p> <p>14) Should be highly responsive for user actions.</p> <p>15) System shall provide the standard hierarchy structure allow users and groups of users to manage and organize their documents.</p> <p>16) Should support multiple devices (IOS, Android, and Windows)/ channels (web, mobile etc).</p>			

Sr. No.	Item Descriptions	Unit	Quantity	Remarks
	<p>17) Should be able to access/export all traceability on user's actions at any time.</p> <p>18) Should be able to provide tools to automatically attach file templates to newly created MS document.</p> <p>19) The Management console must be able to administer the following:</p> <ul style="list-style-type: none"> ○ Adding / deleting users. ○ Adding / deleting authentication mechanisms. ○ Policies ○ Administering logs. <p>20) Should provide the capability to associate access rules with restricted objects and users, group, roles and domains.</p> <p>21) Should provide policy based content and access control.</p> <p>22) Should provide users with a collaborative, internet based interface interface that is universally accessible, easy to use and easily adaptable to the requirements of sharing the documents and managing project correspondence.</p> <p>23) Should be able to retrieve search and upload documents securely and seamlessly.</p> <p>24) Should have integrated discussion forum for each content created inviting participants, subscription of discussion, summarize the discussion with time stamp as *.pdf and *.csv file</p>			

Sr. No.	Item Descriptions	Unit	Quantity	Remarks
	<p>25) Should have an integrated on-line viewer with mark-up capabilities to handle common Drawing 2D CAD files formats.</p> <p>26) Should be able to view, upload / download access and provide integrated commenting / redlining capabilities.</p> <p>27) Should be able to uniquely identify each document with numbering.</p> <p>28) Should be able to create content structure to link all the related content. Should able to show affected related items when one on the document in the structure being modified.</p> <p>29) When superseding documents, previous versions will not be deleted.</p> <p>30) Should have Check in /Check out or locking of files to eliminate simultaneous edits and duplicate work.</p> <p>31) Should have complete audit log on who did what and when.</p> <p>32) Should be able to store-mail communication and able to track.</p> <p>33) OEM of solution to provide Web Supporting during on all working days and it should be completed contract.</p> <p>34) Implementer / Service company should provide both on-site and Web Support for the entire solution.</p> <p>35) *DWG and similar file types have to be published automatically on Check-in and available for collaboration.</p>			

Sr. No.	Item Descriptions	Unit	Quantity	Remarks
	<p>36) Online / Web Based Markup Facility should be available for *DWG and similar file.</p> <p>37) The service provider will have to provide on-site unlimited training to all the users.</p> <p>38) There should be no limitation on data storage capacity on the above cloud based system.</p>			
A-2	Quarterly Charges for Providing & maintaining system for 40 users. The quarterly payment will start after installment & completion of system. Payment will be released after successful completion of services every Quarter.	Per quarter	12	Refer A-2 of BOQ

1.4 Manpower Requirement

- The contractor shall be required to deploy a dedicated Project Team for Proposed solution.
- The Project Manager would head the Project Team. The Project Manager would be a single point contact for NHSRCL during the period of the contract and should be present for discussions, important meetings and should act as one point contact for NHSRCL.
- The Project Team for Implementation Stage shall be responsible for the entire design, development and commissioning of the project till 2-month post Go-Live.
- Contractor shall ensure team which would be available at NHSRCL premises as required for smooth implementation and operation of the project.
- The qualifications of key resources is detailed below.

Table: Manpower Qualifications

Manpower	Responsibility	Minimum Qualifications
Project Manager	<ul style="list-style-type: none"> Manages the strategic aspects of the project Understand all business and functional requirements Manage all aspects of project including planning, execution and financial management. Monitor performance & efficiency of various Teams and Resources Understand all business and functional requirements, and be a bridge between the client and the project execution team. Develop and manage detailed project plan in discussion with the department, and ensure completion of all milestones as per timelines. 	<ul style="list-style-type: none"> Minimum Education: MCA/ B.Tech / B.E. Total Exp: At least 8 yrs. Languages known (Read, Write and Speak): Hindi, English Should have operating knowledge of computers and networking Prior project management experience of at least handling three (3) large and complex projects in Infrastructure Excellent writing, communication, time management and multi-tasking skills Project Experience of leading projects on DMS as mentioned in the tender document.

Table: Manpower Qualifications		
Manpower	Responsibility	Minimum Qualifications
	<ul style="list-style-type: none"> Secure acceptance and approval of deliverables from the Stakeholders. Responsible for communication, including status reporting, risk management, escalation of issues that cannot be resolved in the team, and, in general, making sure the project is delivered in budget, on schedule, and within scope. 	
Functional Lead (Document/ Content Management)	Responsible for overall functional requirements, functional design and deployment of the project	<ul style="list-style-type: none"> Minimum Education: MCA/ B.Tech / B.E. Total Exp: At least 6 yrs. Languages known (Read, Write and Speak): Hindi, English Should have operating knowledge of computers and networking Should have experience in implementation of Document Management and Collaboration solution for Infrastructure projects Should have experience in integration projects with Project Management/ERP Should have worked on at least three (3) projects on Document Management and collaboration as mentioned in the Bid Document Excellent writing, communication, time management and multi-tasking

Table: Manpower Qualifications

Manpower	Responsibility	Minimum Qualifications
		skills
Technical Lead (Document/ Content Management)	<ul style="list-style-type: none"> Responsible for overall ownership of the complete solution Overall technical lead responsible for technical planning, design and deployment Lead integration of initiatives and related services 	<ul style="list-style-type: none"> Minimum Education: MCA/ B.Tech/ B.E. Total Exp: At least 6 yrs. Languages known (Read, Write and Speak): Hindi, English Should have operating knowledge of computers and networking Excellent writing, communication, time management and multi-tasking skills Should have experience in core implementation of Document Management and Collaboration solution Should have experience in at least three (3) projects of Document/ Content Management and collaboration

1.5 Hosting, Operation and Maintenance

The Bidder should propose Hosting services on a cloud based server model. It is the responsibility of the selected bidder to get the Hosting done in a data centre which confirms to the conditions mentioned below and provide services accordingly.

1.5.1 Minimum Technical Specifications of DC/DR sites

- 24x7x365 days Network Operation Centre for monitoring and management of systems including database and web server.
- The uptime of the data centre shall be 99.98% and Cloud Platform availability should be 99.95% uptime. The Cloud platform should have the facility to check online usage reports.
- Data Centre should be ISO 27001 with well-planned and structured escalation procedures and operations framework. It should be focused on DC business and strong Managed Services.
- The bidder shall Procure, Install, Configure and maintain licensed software required for proper hosting of website with latest anti-virus with all critical updates to be installed in the cloud server.
- The bidder shall notify the client for new Cloud server and other system software patch updates; Client / application provider has to test the patches for application compatibility and intimate bidder to roll-out the same. Major patching / update which requires system downtime has to be informed well in advance and should be undertaken only after NHSRCL's confirmation.
- The service provider should have a Disaster Recovery Server in a different Seismic Zone - a dedicated server with 50% of the configuration as the primary server with a suitable replication tool license and replication management.
- The bidder should provide adequate security framework and infrastructure to ensure the security of the application hosted in DC and DR. Fire wall with IPS, IDS for both primary and DR servers should be provisioned.
- A DR drill is required to be conducted in every quarter of the year.
- Bidder should provide Monitoring and Managed Services for Cloud infrastructure. The monitoring and managed services should include vCPU, Memory, Storage and Network utilization. Such utilization report should be sent to NHSRCL every quarter.
- Bidder should have a governance structure in place to report to NHSRCL's team on daily, weekly and monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status and provide web-based monitoring tools for Website user hits, traffic, bandwidth etc. The firm should provide monitoring alerts on a real-time basis on web based console via SMS and via email for firewall / Bandwidth usage.

- SMS/email based alert for scheduled/unscheduled server downtime and maintenance activities.
- Service provider should do 24X7X365 security monitoring of NHSRCL's website to detect attacks and alert about suspicious events that may lead to breach of security.
- Cloud Server Downtime – The Bidder should provide alerts on cloud Server downtime via SMS and Email. System generated monthly downtime reports should also be provided.
- Vulnerability testing on a quarterly basis. Reporting of the same on a quarterly basis.
- All Security Requirements like HTML/ SQL Injections, application of Stored Procedures etc. should be taken care of.

1.5.2 Sizing Considerations

S. No.	Parameter	Size
1	Total number of potential users for Document Management	The users (internal and external) could be around 40 nos.
2	Total Number of concurrent users	100% users

1.5.3 General Conditions

- It is the responsibility of the bidders to quote for and provide all the hardware and software for meeting all the requirements of the bid document.
- The Vendor, in the event of NHSRCL deciding to discontinue with the services of the Vendor, either during or after the Maintenance Period will transfer the data to the server of the other Vendor or any other location chosen by NHSRCL and will provide all necessary help to both NHSRCL and the new vendor in doing the same. The Vendor will erase the data after transferring the same.

1.5.4 Operation and Maintenance

The Successful bidder shall maintain and Support the solutions for a period of 3 years (36 months) after the successful operational acceptance which would start after first Go-Live of the Document/ Content management solution. It shall include:

- 3 years (36 months) maintenance of the solutions.
- Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.
- Providing all software updates and patches released by the OEM, update and patch management, resolution of any issues/problems with the solution etc.
- Deploy adequate facilities management personnel to maintain the software as per the

service level requirements including servicing/updation.

- Any UI/ UX change shall be considered as part of the maintenance activity. However in case the application goes under a service layer / business layer change, then the same may be considered as part of the Change Request.
- Maintenance and up keeping of any upgrades of the solution shall be a part of the ongoing maintenance period.
- Employer may continue the services and extend the term of the contract depending upon the performance of the Bidder. However, in case the Employer wishes to engage a new Agency for support/maintenance or any other enhancements, the Bidder should give the handover to the new Agency appointed by Employer within a period of 2 months with all necessary documentation and project understanding.

1.5.5 Backup and Preventive Maintenance

The Contractor shall provide for backup management services (conduct regular backups and restoration (if required), of critical data and systems. The activities shall include:

- Backup of operating system, database and application as per stipulated policies. The selected bidder shall back up all the data at regular interval as required by Employer on their Server.
- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by NHSRCL or in case of upgrades and configuration changes to the system.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
- On-going support for file and Folder restoration requests.
- The Implementation Agency should define and indicate the preventive maintenance schedule and procedure. Any special tools/ instruments/ equipment's required carrying out the preventive and break down maintenance of the system offered should be clearly indicated and offered to department by the selected bidder at no extra cost.
- The average CPU utilization of the environment (application and database servers) must never go beyond 70%. Should a breach in CPU utilization occur, the environment needs to be optimized and/ or upgraded to bring the level of CPU utilization below the 70% mark

1.5.6 Product Upgrades

The selected bidder shall provide NHSRCL with all new versions, releases, and updates to all the Software provided during the Operations and maintenance period without any additional cost.

1.6 Payment Milestone

S.No	Milestone	Payment	Remarks
1	Setting up of Document Management System for NHSRCL's use on Cloud	100% of Quoted Price in "A1" Bill of Quantities - consolidated Cost Summary (Form -11)	<ul style="list-style-type: none"> • Proof of License Purchased and Supplied to NHSRCL (OEM Certificate) • Successful setting up of the document management system and verification by the NHSRC's representative of the conformity of the Goods/ Products / Services / Solutions supplied as per the agreed specifications and deliverables • Go live of the system
2	Hosting, Operation & Maintenance Support	To be paid in 12 equal Quarterly instalments (every three months) during the O&M for 3 years (36 months) As per Quoted Price in "A2" of Bill of Quantities - consolidated Cost Summary (Form -11)	<ul style="list-style-type: none"> • Hosting, Operation and maintenance period shall start Post Stabilization. Hoisting, Support, Maintenance fees as quoted in the financial bid will be paid on Quarterly basis on completion of each quarter and submission of Quarterly Progress reports and verification by Employer's representative. In case of hosting services is started or stopped during mid- year, the pro rata amount will be paid.

1.7 Payment Terms

- The payment shall be made after installations of the system at the locations advised by Employer and demonstration of the same. The Supplier shall submit Tax Invoice with supporting documentation, duly verified by Employer's representative. The payment will be made only for approved & accepted works/supply as per specifications. The measurement will be done as per actual work/services provided done based on Bill of

quantities.

- b) The Contractor's request(s) for payment shall be made to the NHSRCL in writing, accompanied by an invoice describing, as appropriate, the Goods/ Products/ Services/ Solutions delivered and the Services performed, and upon fulfilment of other obligations stipulated in the contract.
- c) Payment shall be made only after the positive satisfactory installation and testing report by NHSRCL's Official at every stage that is
 - I. Pre-Dispatch testing of Goods/Products/Services/Solutions at the NHSRCL's premises
 - II. Conforming the Quality of delivered Data
 - III. User Acceptance Testing (UAT) after successful Deployment & Commissioning
- d) The payment will be made only for approved and accepted works as per specifications and based on the Bill of Quantities.
- e) The Payments, certified and approved after standard deductions t source as per prevailing regulations, shall be made promptly by NHSRCL within thirty (30) days after submission of the invoice, only after quality inspection and verification by NHSRCL's representative of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications.
- f) Payment shall be made in Indian Rupees by Cheque drawn on nationalized Bank in the name of Contractor or through Electronic Clearing System (ECS)/ online payment mode. The Contractor shall furnish his Banker's details in addition to his own bank account details.
- g) The price quoted by the Bidder shall be fixed during the Bidder's performance of the contract including the taxes, duties, levies etc. (except Goods and Services Tax (GST) which shall be paid at prevalent rates).
- h) The penalty, if any shall be calculated and deducted from the immediate payment due.
- i) The Contractor, in the event of NHSRCL deciding to discontinue with the services of the Bidder, either during or after the Maintenance Period will transfer the data to the server of the other service provider or any other location chosen by NHSRCL and will provide all necessary help to both NHSRCL and the new service provider in doing the same. The Contractor will erase the data after transferring the same.

SECTION 5: CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) **"Employer"** means the NATIONAL HIGH SPEED RAIL CORPORATION LIMITED (NHSRCL) acting through its Managing Director or any other authorised officer and shall include their legal successors in title and permitted assignees.
- b) **"Engineer"** means the Project Head of National High Speed Rail Corporation Limited (Employer) or any other officer authorised by the Employer to act on his behalf and for the purpose of operating the contract.
- c) **"Contractor/ Service Provider"** means the individual, firm, Company, Corporation, Joint Venture, or Consortium whether incorporated or not, who enters into the Contract with the Employer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- d) **"Tenderer or Bidder"** means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a bid/tender.
- e) **"Scheduled Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.
- f) **"Contract"** shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, Conditions of Contract, Form of Bid, , Instructions to the Tenderers including Data Sheet, Scope of Services/ Specifications and other documents.
- g) **"Tender or Bid"** means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, Joint Venture or Consortium for the execution of the works.
- h) **"Specifications"** means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Engineer.
- i) **"Bill of Quantities (BOQ)"** means list of items of work, their quantities and rates.
- j) **"Contract Value"** means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- k) **"Approval or Approved"** means approval in writing including subsequent written confirmation of previous verbal approval.
- l) **"Defect Liability Period"** means the specified period of defects liability from the date of completion of the work as certified by the Engineer/ Employer.
- m) **"Letter of Acceptance"** means the letter from the Employer to the Contractor, conveying acceptance of the Tender.
- n) **"Month"** means the Gregorian calendar month.

- o) "Day" means the calendar day.
- p) "Time" expressed by hours of the clock shall be according to the Indian Standard time.
- q) "Tender Date" means closing date fixed for receipt of tenders as per notice inviting tender or extended by subsequent notification.
- r) "Rupees" (Rs. in abbreviation) shall mean Rupees in Indian currency.

2. SINGULAR, PLURAL & GENERAL

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

3. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Agreement
- 2) Letter of Acceptance of Tender
- 3) Addendum(s)/ Corrigendum(s), if any.
- 4) Financial Bid & Bill of Quantities
- 5) Technical Specifications and Scope of Services
- 6) Conditions of the Contract
- 7) Instructions to the Tenderers

4. COMMUNICATION & LANGUAGE OF CONTRACT

- 4.1 Communication to be in writing: All notices, communications, references and complaints by either party to the Contract shall be in writing in English. Communication from only authorized representative of the Contractor shall be entertained.
- 4.2 Language of Contract: The Contract document shall be drawn up in English.

5. LAWS GOVERNING THE CONTRACT

The Contract shall be governed by the laws in force in India.

6. SCOPE OF WORK

- 6.1 The scope of services is broadly described as Setting up of ACONEX Document Management System services (Cloud based) for Mumbai-Ahmedabad High Speed Rail Project for NHSRCL including maintenance for 36 months for 40 users.
- 6.2 The services shall be as detailed in Section-4 – 'Scope of Services and Technical Specifications'.

6.3 Scope of works is as indicated below but not limited to:

- a) Setting up ACONEX Document Management System services (Cloud based) for Mumbai-Ahmedabad High Speed Rail Project.
- b) Contractor shall commission the system at NHRCL's Delhi, Mumbai, Surat, Vadodara, Ahmedabad project Offices and give a demonstration/training of its implemented drawing and document management solution use to NHRCL's nominated representatives regarding basic operations and controls and provide support for 36 months.

7. PERIOD OF COMPLETION OF SERVICES

- 7.1 The system installation and stabilization shall be completed within 02-month w.e.f. the date of the issue date of LOA.

8. EXTENSION OF TIME:

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

9. VARIATION IN AGREEMENTAL QUANTITY & ITS PAYMENT

- 9.1 Modification to Contract to be in Writing:

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the NHRCL.

- 9.2 Powers of Modification to Contract:

NHRCL shall be entitled by order in writing to increase, or reduce in quantities of licenses.

10. PAYMENT TERMS

- 10.1 100% payment against supply, installation, inspection and acceptance by user department/ GM (Contract) (NHRCL).
- 10.2 The payment shall be made to the contractor after submission of their invoices/bills, verification and certification by GM/Contract (NHRCL) and on production of following:
- (i) Original Invoice with supporting documents verified by NHRCL representative
 - (ii) Prior submission of Contract Performance Security
 - (iii) Signing of Contract Agreement
- 10.3 No advance payment shall be given under any circumstances whatsoever.

- 10.4 In case NHSRCL receives any complaint regarding non-payment of wages to personnel deployed/ engaged for providing services to NHSRCL, the amount so payable to these personnel shall be recovered from agency's bill/ other dues and paid to such personnel.
- 10.5 Contractor shall comply with all tax regulations, labour laws as prevailing from time to time.
- 10.6 Signing of Purchase order/Letter of Award & Contract Agreement and submission of CPS shall be a prerequisite for release of payment. Contract Performance Security shall be submitted to NHSRCL within 10 days of the issue of Letter of Award.

11. PRICE ADJUSTMENT

- 11.1 The rates as per the accepted Bill of Quantities shall be firm and hold good till the completion of the services and no additional claims or amount shall be admissible on account of fluctuations in market rates, increase in taxes, levies etc. unless specifically provided for in the contract.

12. TERMINATION OF THE CONTRACT & PAYMENT THEREOF

- 12.1 If at any time the contractor makes any default in proceeding the work with due diligence and continue to do so even after the notice in writing or commit any default in complying any of the terms and conditions even after the notice in writing, given on that behalf by the Officer-in-Charge, NHSRCL may without prejudice to any other rights to remedy which shall have accrued or shall accrue thereafter to the Corporation, by written notice, terminate the contract as a whole or part of the Contract.
- 12.2 Notwithstanding anything contained above, NHSRCL reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 (Fifteen) days' notice without assigning any reason and without any financial consideration/implication.
- 12.3 If the contract is terminated as aforesaid, the contractor shall be paid by NHSRCL for the works executed and accepted by the NHSRCL prior to the date of termination at the rates and price provided in the contract. In the event of any dispute in regard to portion of the payment to made, the decision of NHSRCL shall be final and binding

13. CONTRACT PERFORMANCE SECURITY (CPS)

- 13.1 Within 10 days of the receipt of notification of award, the successful Bidder shall furnish a contract performance security equivalent to an amount of 5% of the value of accepted Contract amount in the form of:
- a) Cashiers or Banker's certified cheque or Bank Draft drawn on a Scheduled/ Nationalized Bank in India in favour of "NATIONAL HIGH SPEED RAIL CORPORATION LIMITED" payable at New Delhi
- or
- b) Bank Guarantee from:
- i) a Public Sector Bank located in India or
- ii) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of

Rs.100 crore or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or

- iii) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A – (A minus) or equivalent by reputed rating agency. The prescribed format will be provided at the time of award. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India.

13.2 The Contract Performance Security shall be kept valid for a period of 28 days beyond contract period and will be returned to the contractor without any interest.

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

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

14. ON SITE SUPPORT

14.1 The Contractor shall maintain the system for 36 months for all the users.

14.2 Support period shall be 36 months after the completion certificate issued by NHSRCL for system installation and stabilization.

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

15. SETTLEMENT OF DISPUTES

15.1 Amicable Settlement:

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 15.2 shall become applicable.

15.2 Arbitration

- a) In the case of dispute arising, upon or in relation to, or in connection with the contract between NHSRCL and the Successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the NHSRCL and the Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the MD, NHSRCL. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment

thereof, shall apply to these arbitration proceedings.

- b) Arbitration proceedings shall be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of the majority of arbitrators shall be final and binding upon both parties.
- d) The expenses of the arbitrators as determined by the arbitrators shall be shared equally by NHSRCL and the Contractor. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

16. TAXES AND DUTIES

The Contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed etc. (excluding Goods and Service Tax (GST) which shall be paid on production of payment proof). The contractor shall furnish GST registration number and PAN details as applicable.

The contract price shall be adjusted for any changes due to changes of rates of GST after the last date of submission of tender.

17. SOFTWARE RIGHTS

Contractor hereby grants NHSRCL license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall be:

- a) Nonexclusive.
- b) Perpetual, fully paid up and irrevocable.
- c) Valid throughout India.

18. LIQUIDATED DAMAGES:

In the event of delays attributable to the Contractor, beyond stipulated completion period, Liquidated Damages, not as a penalty, at the rate of 0.25 % of the contract value per week of delay or part thereof shall be recovered from the Contractor's dues. Such recoveries shall be limited to a maximum amount of 5% of the Contract Value.

CONTRACT FORMS

Form No. COF/1

Letter of Award

[on letterhead paper of the Employer]

Date.

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

.....

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

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

Authorized Signature:

Name and Title of Signatory:

FORM No. COF/2

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by
by.....

for and on behalf of the Employer
in the presence of

Signed

for and on behalf the Contractor
in the presence of

Witness, Name, Signature, Address, Date

FORM No. COF/3
NON - DISCLOSURE AGREEMENT

This Agreement made on this _____ day of _____, _____ (the 'Effective Date')
BETWEEN: (1) **National High Speed Rail Corporation Limited (NHSRCL)**, having its
Corporate Office at 2nd Floor, Asia Bhawan, Road No. 205, Sector-9, Dwarka, New Delhi-
110077.

AND

(2)

(hereinafter referred to, individually, as the "Party" and collectively, as the "Parties")

Background:

- i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship _____ concerning _____ the _____ (the 'Project').
- ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.
- iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement.

Now it is agreed as follows:

1. Definitions:

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

- 1.1. '**Disclosing Party**' means the Party disclosing Confidential Information to the other Party under this Agreement.
- 1.2. '**Receiving Party**' means the Party receiving Confidential Information from the other Party under this Agreement.
- 1.3. '**Confidential Information**' means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.

- 1.3.1. Such Confidential Information shall also include but shall not be limited to:
- 1.3.1.1. information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;
 - 1.3.1.2. information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;
 - 1.3.1.3. information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or
 - 1.3.1.4. notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.
- 1.3.2. Such Confidential Information shall not include any information which:
- 1.3.2.1. is, at the time of disclosure, publicly known; or
 - 1.3.2.2. becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or
 - 1.3.2.3. the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
 - 1.3.2.4. is legitimately obtained at any time by the Receiving 3 Party from a third party without restrictions in respect of disclosure or use; or
 - 1.3.2.5. the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.
- 1.4. **‘Purpose’** means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the Background section.
- 1.5. **‘Affiliate’** means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.
- 1.6. **‘Contemplated Agreement’** means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement.

2. Non-Disclosure of Confidential Information:

- 2.1. In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.
- 2.2. In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:
- 2.2.1. any loss, theft or other inadvertent disclosure of Confidential Information, and
 - 2.2.2. any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of

like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

2.3. The Receiving Party understands and agrees that:

- 2.3.1. any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;
- 2.3.2. a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

2.4. The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3. Use of Confidential Information :

The Receiving Party is entitled to use the Confidential Information but only for the Purpose.

4. Permitted Disclosure of Confidential Information:

- 4.1. The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.
- 4.2. The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out the Purpose.
- 4.3. The Receiving Party may disclose Confidential Information to its Agencies, contractors, sub-contractors, agents or similar persons and entities having a need to receive such information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.
- 4.4. Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

5. Copying and Return of Furnished Instruments:

- 5.1. The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

5.2. All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

5.3. At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6. Non-Disclosure of Negotiations:

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination of this Agreement.

7. Term and Termination:

7.1. This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retro actively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

7.2. This Agreement shall remain in force for five (5) years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

7.3. The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of five (5) years from the date of disclosure of Confidential Information.

8. Intellectual Property Rights:

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

9. Future Agreements:

Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

10. Amendments:

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

11. Severance:

If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

12. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Delhi, India.

13. General:

- 13.1. Upon 45 days written notice, the Disclosing Party may audit the use of the programs, materials, data, services, and such additional disclosed resources. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.
- 13.2. The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.
- 13.3. In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction / or any such action permissible under extant laws, in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party. IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Receiving Party in the presence of:

Signed for and on behalf of the Disclosing Party in the presence of:

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

FORM No. COF/4

Declaration of Data Security

To,
General Manager (Contracts)
NHSRCL,

Dear Sir,

We..... Who are established and reputable bidder having office at..... Do hereby certify that NHSRCL shall have absolute right on the digital data and output products processed / produced by us. We shall be responsible for security / safe custody of data during processing.

We also certify that the data will not be taken out of the NHSRCL's premises on any media. The original input data supplied to us by NHSRCL and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of NHSRCL. We shall abide by all security and general instructions issued by NHSRCL from time to time.

We also agree that any data from our computer system will be deleted in the presence of NHSRCL official after completion of the project task.

Thanking you,

Yours faithfully,

