

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED (NHSRCL)

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

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

Addendum/Corrigendum No.2**Name of Work: MANPOWER SUPPORT FOR PROJECT PLANNING AND MONITORING SERVICES****Tender Ref No. NHSRCL/CO/PLG/PMS/2025/01 dated 09 Jan 2025**

Sl no.	Refer Para no.	Original/ As existing	Revised
1.	Clause 3.0 of NOTICE INVITING TENDER	3.0 Bids must be accompanied by a Tender Security/EMD of Rs. 48,07,250/- (Rupees Forty-Eight Lakh Seven Thousand Two Hundred Fifty only) in form of irrevocable BG/ FDR/ TDR and shall have to be valid for 45 days beyond the validity of the bid. The Tender Security/ EMD must be issued by a scheduled Bank based in India or from a branch in India of a scheduled foreign Bank. Any form of Tender Security/ EMD from Cooperative Banks is not allowed. Bank Guarantee not valid for a period as cited above, will not be considered as a valid EMD/ Tender Security instrument. The B.G. must be made invokable at any branch in Delhi/ NCR of the issuing Bank.	3.0 Bids must be accompanied by a Tender Security/EMD of Rs. 48,07,250/- (Rupees Forty-Eight Lakh Seven Thousand Two Hundred Fifty only) in form of irrevocable BG and shall have to be valid for 45 days beyond the validity of the bid. The Tender Security/ EMD must be issued by a scheduled Bank based in India or from a branch in India of a scheduled foreign Bank. Any form of Tender Security/ EMD from Cooperative Banks is not allowed. Bank Guarantee not valid for a period as cited above, will not be considered as a valid EMD/ Tender Security instrument.
2.	Clause 10.6 b) SUBMISSION OF BIDS INSTRUCTIONS TO BIDDERS	<p>b) The bidders shall submit photocopy of current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSEs shall also submit a copy of “Entrepreneur’s Memorandum (Part – II)” of the concerned District Centre where the unit is established. The MSEs must also indicate the terminal validity date of their registration.</p> <p>c) Such MSE registered firms shall be exempted from payment of Tender document cost and payment of Tender Security.</p>	<p>b) The eligible bidders shall submit a copy of valid and up-to-date Udyam Registration Certificate along with its Annexure i.e. inclusive of all the pages showing the Udyam Registration Number category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, the category of the enterprise, investment in plant and machinery, turnover and unit(s) details of the bidder. current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs. The MSEs must also indicate the terminal validity date of their registration.</p> <p>c) Subject to Clause 13.1 (h), such MSE registered firms shall be exempted from payment of Tender document cost and payment of Tender Security.</p>

3.	<p>Clause 13.1 h) EARNEST MONEY DEPOSIT (TENDER SECURITY) INSTRUCTIONS TO BIDDERS</p>	<p>In case the bidder is registered as a vendor under the category of Micro, Small and Medium Enterprises (MSME), he must state his Udyog Aadhar Memorandum (UAM) number. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by NHRCL as a valid bid. If later, it is discovered from the submitted documents that bidder is not exempted from payment of cost of tender and/or EMD, his bid shall be treated as non-responsive.</p>	<p>In case the bidder is registered as a vendor under the category of Micro, Small and Medium Enterprises (MSME), the bidder must provide a valid and up-to-date Udyam Registration Certificate stating his valid Udyog Registration Number in accordance with the requirement set forth in Clause 10.6 (b) and (c) of this Tender Document. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by NHRCL as a valid bid. If later, it is discovered from the submitted documents that bidder is not exempted from payment of cost of tender and/or EMD, his bid shall be treated as nonresponsive.</p>
4.	<p>Clause 13.3 Return of Earnest Money Deposit: Instructions to Bidder</p>	<p>13.3 Return of Earnest Money Deposit:</p> <p>a) The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after issue of the Letter of Acceptance (LOA) by the successful tenderer or finalization of tender. Bidder is required to submit Form 6 for refund of Tender Security, if the same has been submitted in the form of Demand Draft/ Pay Order or by RTGS/NEFT/ IMPS.</p> <p>b) The Earnest Money Deposit of the successful bidder shall be dealt as under: The Earnest Money Deposit (EMD) of the successful Bidder will be retained by NHRCL as part of security for the due and faithful fulfilment of the contract by the Agency.</p>	<p>13.3 Return of Earnest Money Deposit:</p> <p>a) The Earnest Money Deposit of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after issue of the Letter of Acceptance (LOA) to the successful bidder.</p> <p>b) The Earnest Money Deposit of the successful bidder shall be returned upon submission of Performance Security in accordance with Sub-Clause 6.1 of the GCC and signing of the Contract Agreement.</p>
5.	<p>Annexure 1 of ITB General</p>	<p>1.3 The bidder will be required to meet the minimum eligibility requirements as stipulated in Clause 2 in order to become eligible for evaluation of Technical Bid. Financial bids of only those bidders will be opened who score minimum 75 Points in Technical Evaluation. For final evaluation, weightages of Technical and Financial scores will be 70% & 30% respectively. The Agency achieving the highest combined weightage score will be awarded the work.</p>	<p>1.3 The bidder will be required to meet the minimum eligibility requirements as stipulated in Clause 2 in order to become eligible for evaluation of Technical Bid. Financial bids of only those bidders will be opened who score minimum 75 Points in Technical Evaluation. For final evaluation, weightages of Technical and Financial scores will be 75% & 25% respectively. The Agency achieving the highest combined weightage score will be awarded the work.</p>
6.	<p>Annexure I of ITB 3. Evaluation of Technical Proposal (CQCBS)</p>	<p>—</p>	<p>A new para has been added below the table under clause 3.2 Annexure I of ITB.</p>

	3.2 Note (Page # 34)		*The cut-off date for determining eligibility criteria such as relevant experience of the Agency, Corporate Support, Key Resources etc. for technical evaluation purpose shall be 28 days before the last date of bid submission.
		<p>Note:</p> <p>IV. **Relevant experience means experience of Planning, Scheduling, Monitoring & Cost Estimation work of linear projects (Railway/ Metro/ Regional Rail/ High Speed Rail). A project (completed / ongoing) will be considered for relevant experience only if the duration of the assignment is minimum of 6 months.</p>	<p>Note:</p> <p>IV. **Relevant experience means experience of Planning, Scheduling, Monitoring or Cost Estimation work of linear projects (Railway/ Metro/ Regional Rail/ High Speed Rail). For evaluation of Firm's relevant experience, value of top five completed/ substantially projects/ Packages work (Consultancy/ Project Management or allied services) awarded to the Firm in last 5 years will be considered. A project (completed / ongoing) will be considered for relevant experience only if the duration of the assignment is minimum of 6 months.</p>
7.	Annexure 1 of ITB 5.0 Overall Evaluation of the bidder and Weightage:	<p>The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.70, and C (Financial Proposal) = 0.30 Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; C = the weight given to the Financial Proposal; T + C = 1): $S = S_t \times T + S_f \times C$. The Agency achieving the highest combined weightage score will be awarded the work.</p>	<p>The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.75, and C (Financial Proposal) = 0.25 Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; C = the weight given to the Financial Proposal; T + C = 1): $S = S_t \times T + S_f \times C$. The Agency achieving the highest combined weightage score will be awarded the work.</p>
8.	<ul style="list-style-type: none"> i) Clause 3.0 of NIT ii) Clause 13.0 Earnest Money Deposit (Tender Security) iii) Clause 18.2 of ITT iv) Form 2A of Annexures / Performa v) Form 10 of Annexures / Performa vi) Note of Form 12 of Annexures / Performa 	—	Any mention of Joint Venture, JV and/ or Consortium should be treated as DELETED in these clauses.
9.	Form-6 of Annexures / Performa, Section VI	FORM 6 Details of Bank Account for refund of Tender Security/EMD	Deleted

10.	Form-11 of Annexures / Performa, Section VI	FORM 11 TECHNICAL PROPOSAL STANDARD FORMS	Revised the FORM 11, TECHNICAL PROPOSAL – STANDARD FORMS is attached as Annexure 1.
11.	Clause 2.7 of GCC Modifications	2.7 Modifications The terms and conditions of this Contract including the Scope of Services can be modified only by written agreement between the Parties	2.7 Modifications Any modification of the terms and conditions of this Contract may be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.
12.	Clause 2.9.4 of GCC EXTENSION OF TIME	2.9.4 EXTENSION OF TIME If the Agency has been delayed or impeded in the performance of any of its obligations under this Contract by any reason not pertaining to the Agency, the contract term as set forth in Appendix to Tender shall be extended by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Agency shall be made accordingly.	2.9.4 EXTENSION OF TIME Any period which a party shall, pursuant to this Contract, require to Complete any action shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.
13.	Clause 4.0 e) of GCC Termination by the Client	e) If as result of force majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or	Deleted
14.	Clause 4.0 g) of GCC Termination by the Client	g) If the Client in its sole discretion and for any reason whatsoever decides to terminate the contract.	Deleted
15.	Clause 5.7 of GCC Indemnity and Insurance	The Agency (a) shall take out and maintain at own cost but on terms and conditions approved by the Client/Employer, insurance against the risks, and for the coverage, as specified in the hereunder, and (b) at the Client's request, shall provide evidence to the Client, showing that such insurance has been taken out and maintained and that the current premiums have been paid. (a) The Agency shall indemnify, protect and defend at Agency's own expense the Client, its agents and employees from and against any and all actions, claims, losses or damages arising out of Agency's failure to exercise the skill and care required under Clause GCC 5.1.2 hereof, provided, however; (b) In addition to any liability Agency may have under the above Agency shall, at its own cost and expense, upon request of Client, re- perform the services in the event of Agency's failure to exercise the skill and care required under Clause GCC 5.1.2 hereof.	The Agency (a) shall take out and maintain at own cost but on terms and conditions approved by the Client/Employer, insurance against the risks, and for the coverage, as specified in the hereunder, and (b) at the Client's request, shall provide evidence to the Client, showing that such insurance has been taken out and maintained and that the current premiums have been paid. Insurance to be taken out by the Agency: 1. Workmen Compensation: To all individuals employed by the Agency on all works to be performed under this Agreement with limits of liability as per Workmen Compensation Act. Such insurance shall cover all of the Agency's personnel and shall include an 'Indemnity to Principals' clause."

			<p>Professional Liability:</p> <p>(a) The Agency shall indemnify, protect and defend at Agency's own expense the Client, its agents and employees from and against any and all actions, claims, losses or damages, liabilities, Costs and expenses caused by the negligent acts, errors or omissions of the Agency or of those for whom the Agency is legally liable which arise out of the Agency's performance of its professional services under this agreement.</p> <p>(b) In addition to the above Agency shall, at its own cost and expense, upon request of Client, re-perform the services in the event of Agency's failure to exercise the skill and care required under Clause GCC 5.1.2 hereof.</p>
16.	<p>Clause 6.2 of GCC Security Deposit/ Retention Money</p>	<p>6.2 Security Deposit/ Retention Money</p> <p>The Earnest Money deposited by the Contractor with his Bid will be retained by the NHSRCL as part of security for the due and faithful fulfilment of the contract by the Contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by ten percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the NHSRCL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 5% of the total value of the contract.</p> <p>6.2.1 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:</p> <ol style="list-style-type: none"> 1) Security Deposit for work should be 5% of the contract value, 2) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered. 3) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting Security Deposits shall be accepted. 4) The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after 21 days of issue of Performance Certificate. 5) No interest will be payable upon the Earnest Money and Security Deposit 	<p>6.2 Security Deposit/ Retention Money</p> <p>Deduction from "On Account" bills shall be made @10% of the bill amount towards Security Deposit/ Retention Money until the total amount so retained reaches 5% of the total value of the contract.</p> <p>The security deposit/ retention money shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after 21 days of issue of Performance Certificate.</p>

		or amounts payable to the Contractor under the Contract.	
17.	Clause 7.4 of GCC	<p>7.4 Change of Personnel</p> <p>a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel identified by name in the Contract. If, for any reason beyond the reasonable control of the agency, it becomes necessary to replace any of the Personnel, the agency shall forthwith provide as a replacement a person of equivalent or better qualification.</p> <p>b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the agency shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>c) Any substitution under 7.4 (a) or 7.4 (b), shall ordinarily be limited to not more than 30% of total no. of named Key Personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the Client.</p> <p>d) Replacement of first 10% of total no. of named Key personnel will be subject to reduction of remuneration. The remuneration is to be reduced, by 5% of the remuneration which would have been paid to the original personal, from the date of replacement till completion of Contract.</p> <p>e) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten percent) and for the third 10% replacement such reduction may be equal to 15% (fifteen percentage).</p>	<p>7.4 Change of Personnel</p> <p>a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel (i.e. Project Control Expert, Project Scheduling & Monitoring Expert, Task Force Leader and Senior Consultant). If, for any reason beyond the reasonable control of the agency, it becomes necessary to replace any of the Personnel, the agency shall forthwith provide as a replacement a person of equivalent or better qualification.</p> <p>b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the agency shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>c) Any substitution under 7.4 (a) or 7.4 (b), shall ordinarily be limited to not more than 3, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the Client.</p> <p>d) First replacement of any of the Key personnel for any position will be subject to reduction of remuneration. The remuneration is to be reduced, by 5% of the remuneration which would have been paid to the original personal, from the date of replacement till completion of Contract.</p> <p>e) In case of the 2nd replacement of any of the Key personnel for any position, the reduction in remuneration will be equal to 10% (ten percent) and for the 3rd replacement such reduction may be equal to 15% (fifteen percentage).</p>

<p>18.</p>	<p>GCC/ Section VII</p>		<p>(New Clause) 2.10 Extension of Time:</p> <p>(a) In case, services under this Contract are required beyond the Contract period specified under Clause 2.5 of GCC or the Agency has delayed or impeded in the performance of any of its obligations under this Contract by any of the reasons specified in paragraphs (i) through (ii) of this Clause 2.10 (a), the contract period as set forth in Clause GCC 2.5 shall be extended reasonably with an appropriate adjustment in the Contract Price.</p> <ul style="list-style-type: none"> i. Any modifications or variations pursuant to Clause GCC 2.7; or ii. Any other matter mentioned in this Contract as giving rise to an entitlement to an extension of the contract term. <p>(b) Except where otherwise provided elsewhere in this Contract, the Agency shall submit to the Client a request for an extension of the contract term, together with particulars of the event or circumstance justifying such extension, as soon as reasonably practicable after the occurrence of such event or circumstance. As soon as reasonably practicable after the receipt of such request and supporting particulars, the Client shall extend the Contract period as deemed reasonable.</p>
<p>19.</p>	<p>GCC/ Section VII</p>	<p>—</p>	<p>(New Clause) 5.12 Limitation of Liability</p> <ul style="list-style-type: none"> a) The total liability of the Agency to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-clause shall not limit the liability of the Agency b) under any provisions of the Contract which expressly impose a greater liability, c) in cases of fraud, willful misconduct or illegal or unlawful acts. or d) in cases of acts or omissions of the Agency which are contrary to the most elementary rules

			of diligence which a conscientious Agency would have followed in similar circumstances.
20.	GCC/ Section VII		<p>(New Clause)</p> <p>9.6 In the event of the Employer:</p> <ol style="list-style-type: none"> a) failing to pay the Agency, without reasonable cause, the amount due within 56 days after the expiry of the time stated in payment terms 9.5 of GCC, within which payment has to be made, subject to any deduction that the Employer is entitled to make under the Contract, or b) becoming bankrupt or, being a Company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, <p>Then, the Agency may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Agency to do so and in that case, the Agency may terminate the Contract after issue of 14 days notice to the Employer.</p> <p>In this case, the Employer shall return the Performance Security, if not invoked and shall pay the Agency the due amount for the served period.</p>
21.	<p>Key Dates</p> <p>Notice Inviting Tender,</p> <p>Appendix to Tender</p>	<ul style="list-style-type: none"> • Submission of Tenders shall be closed on e-tendering website of NHSRCL at 15:00 hrs. on [06/02/2025] after which no tender shall be accepted. • The bids will be opened on 07.02.2025 at 15:00 Hrs. 	<ul style="list-style-type: none"> • Submission of Tenders shall be closed on e-tendering website of NHSRCL at 15:00 hrs. on [17/02/2025] after which no tender shall be accepted. • The bids will be opened on 18.02.2025 at 15:00 Hrs.

Note:

This corrigendum forms an integral part of the Tender Document, and all prospective bidders are requested to take note of this amendment accordingly.

TECHNICAL PROPOSAL – STANDARD FORMS**FORMAT FOR CV OF PROJECT CONTROL EXPERT / PROJECT SCHEDULING AND MONITORING EXPERT / TASK FORCE LEADER / SENIOR CONSULTANT PERSONNEL DURING ASSIGNMENT***Proposed Position:**Name of Personnel:**Date of Birth:**Nationality:**Joining Date in Bidder's Organization:**Summary of Experience:*

Qualification/Experience	Relevant Details
1. Educational qualifications	
2. No. Of years of experience <i>Employment Record: (Starting with present position, list in reverse order every employment held.)</i>	
3. Experience in International Project a. Name of the Project b. Type of Project (Railway/ Metro/ Regional Rail/ High Speed Rail/ Non- Railway) c. Designation d. Location where the Candidate was stationed e. Joining Date on the Project f. Leaving Date from the Project g. Duration worked on the Project h. Details of Assignment	
4. Professional certifications such as Project Management Professional (PMP), Program Management Professional (PgMP), or an equivalent certification from recognized national or international institutes of repute, including but not limited to the Project Management Institute (PMI) or AACE International etc. Alternatively, a Post Graduate Diploma in Construction Management or a Master of Business Administration (MBA) in Construction Management, or an equivalent qualification. (only for project scheduling and monitoring expert)	

5. Value of top five Projects handled (excluding GST) (in respective currencies)			
SN	Name of Project/ Package	Value of Project/ Package (in respective currencies)	Date of Joining in the Project/ Package [dd/mm/YYYY]
1			
2			
3			
4			
5			
Note:- The above Infra Project are those for which Consultancy services was provided in which employee was working.			

Languages:

(Indicate proficiency in speaking, reading and writing English & each other language by "excellent", "good", "fair")

Language	Speaking	Reading	Writing

Certification:

I am willing to work on the Project and I will be available for entire duration of the Project assignment as required. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Professional)

Place

Date

(Signature and name of the Authorised Signatory of the Applicant)

Note :

- Bidder shall upload documentary evidence in support of experience claimed in International Project by the Candidate substantiating details sought in SI No. 3 of the above table. Documentary evidence can be in the form of Appointment Letter, Posting Order, Work Experience Certificate etc.