



National High Speed Rail Corporation Limited (NHSRCL)

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

Letter of Invitation

Date: 27.01.2022

LOI No: MAHSR-R-1-PS

Client: National High Speed Rail Corporation Limited (NHSRCL)

Country: India

JICA Loan Agreement No: ID-P277 & ID-P279

Project Name: Project for Construction of Mumbai-Ahmedabad High Speed Rail

Assignment Name: Preliminary Survey regarding Rolling Stock and General Inspection Train for the Project for Construction of Mumbai-Ahmedabad High Speed Rail.

(1) The Government of India has received a loan from Japan International Cooperation Agency (JICA) towards the cost of the Project for Construction of Mumbai – Ahmedabad High Speed Rail. It is intended that part of the proceeds of this loan will be applied to eligible payments under this Contract for the service as described in the title.

(2) The Government of India through National High Speed Rail Corporation Limited (NHSRCL) (herein after referred to as Client) now invites sealed Proposals from eligible Consultants to provide the consultancy services under the above consulting services assignment as described in the title.

Selection process of the Consultant will be conducted in accordance with JICA's **Option B**, Quality and Cost Based Selection, Section I," of the Standard Request for Proposals under Japanese ODA Loans for Selection of Consultants (Version 2.1) published by JICA in October 2019.

(3) Selection of Consultant will be conducted through procedures in accordance with the applicable Guidelines for the Employment of Consultants under Japanese ODA Loans.

A. The Eligible Nationality of the Consultant(s) for consulting services required for preliminary survey services to be financed out of the proceeds of the Loan shall be the following:

(a) Japan in the case of the prime consultant; and

(b) All countries and areas in the case of the sub-consultant(s).

B. With regard to (A) above, in case where the prime consultant is a joint venture/consortium, such joint venture/consortium will be eligible provided that the



nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or India and that the total share of services of Japanese partners in the joint venture/consortium is more than fifty percent (50%) of the Contract Amount.

C. With regard to (A) and (B) above,

- (a) The prime consultant or, in the case of prime consultant being a joint venture/consortium, the lead partner and other partners regarded as the Japanese partners shall be nationals of Japan and/or juridical persons incorporated and registered in Japan, have their appropriate facilities for producing or providing the goods or services in Japan, and actually conduct their business there (hereinafter referred to as the “**Japanese Company**”).
 - (b) Notwithstanding (a) above, a juridical person incorporated in a country or area other than Japan that satisfies all of the following conditions can be regarded as the Japanese Company, if:
 - (i) It is a subsidiary included in the scope of consolidation and factored into the aggregated accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances; and
 - (ii) It is registered in the country or area where it was incorporated, has its appropriate facilities for providing consulting services or services there, and actually conducts its business therein.
- (4) Only the single Japanese entity/ Japanese partner of a joint venture/consortium, that fulfils the requirements of Clause (3) above, can purchase the Request for Proposal Documents, provided those single Japanese entity/Japanese partner (of a joint venture/consortium) has satisfactorily carried out—designing activities of Shinkansen* Car Body in the capacity of either sole basis or joint basis with any other firms between 1st January 2011 and the Proposal submission deadline.
- *Note: Shinkansen is used as the term symbolizing Japanese typical Train Set for high speed operation.
- (5) In order to establish compliance to the requirements of Clause (3) and (4) above, the intending Consultants shall be required to submit the intending Consultant’s Information Form and Self-Certification (Appendix 2 to LOI), along with the attachments specified in the Form.
- (6) Intending Consultants may obtain further information at the office of:



Director (Rolling Stock)
National High Speed Rail Corporation Limited (NHSRCL)
2nd Floor, Asia Bhawan,
Road No.205, Sector-9, Dwarka,
New Delhi – 110077, India
Tel: +91-11-28070000
Fax: +91-11-28070250.
E-mail: r1packagetender@nhsrcl.in

(7) ‘Agreement on Non-Disclosure Obligation’ is attached herewith as ‘Appendix 1 to LOI’ and is required to be strictly followed.

If the intending Consultant agrees to the ‘Agreement on Non-Disclosure Obligation’, the intending Consultant may apply for the purchase of the Request for Proposal Documents on submission of a written application along with duly filled and signed intending Consultant’s Information Form and Self-Certification (Appendix 2 to LOI). The application shall be signed by the same representative who is authorized to sign the intending Consultant’s Information Form and Self-Certification (Appendix 2 to LOI). The application shall specify on the company’s letterhead, name & address of the intending Consultant, email address and contact details, etc. Further, in case of purchase of the Request for Proposal Documents as per Sub-Clause (A) below, the application shall also specify the details of the person authorized to obtain the Request for Proposal Documents from NHSRCL’s office.

The application for the purchase of the Request for Proposal Documents, along with intending Consultant’s Information Form and Self-Certification (Appendix 2 to LOI) shall be sent at the Client’s address/email given at the Para (6) above, by courier/email with pdf attachment, so as to reach NHSRCL at least 16 days in advance of the intended date of purchase of the Request for Proposal Documents.

Based on the details provided by the intending Consultant, preliminary screening to assess compliance to the requirements of Clause (3) and (4) above shall be done, and the Request for Proposal Documents will be issued to only those intending Consultants who are considered complying to these requirements. However, evaluation of the Proposals shall be done as detailed in the Request for Proposal Documents.

NHSRCL shall notify the intending Consultants, who are eligible to purchase the Request for Proposal Documents, to submit the duly filled ‘Agreement on Non-Disclosure Obligation’ (Appendix 1 to LOI) and pay the non-refundable fee for the purchase of the Request for Proposal Documents.

The intending Consultants who are so notified by NHSRCL, may purchase the complete set of Request for Proposal Documents, by submitting the duly filled and signed ‘Agreement on Non-Disclosure Obligation’ (Appendix 1 to LOI) by courier/email with pdf attachment at the Client’s address/email given at the Para (6) above, and paying the non-refundable fee for the purchase of the Request for Proposal Documents as follows:



- A. The Request for Proposal Documents may be purchased both in hard and soft copy formats upon payment of a non-refundable fee of INR 35,000.00/- (Indian Rupees Thirty-Five Thousand only) including GST in the form of Demand Draft or Banker's Cheque, payable at Delhi from any Nationalised or Scheduled bank or any Japanese bank having corresponding arrangements with such a bank in India in favour of "National High Speed Rail Corporation Limited".
- B. Alternatively, the complete set of Request for Proposal Documents, in soft copy format only may be purchased upon payment of a non-refundable fee of INR 35,000.00 (Indian Rupee Thirty-Five Thousand only) including GST in the form of online remittance to NHRCL. After remittance, the eligible Consultant will be required to submit a request through email to r1packagetender@nhrcl.in along with proof of payment. After successful remittance, a link for downloading Request for Proposal Documents shall be shared with the Consultant. NHRCL account details for online remittance are given below:

Account Name - National High Speed Rail Corporation Limited,
Bank – ICICI Bank, Plot No 16, Sector 20, Dwarka, New Delhi-110075
Account No - 235705000494
IFSC Code- ICIC0002357
MICR – 110229227

The Request for Proposal Documents shall be available for sale at NHRCL's office as mentioned in Para (6) above, from 10:00 hrs to 17:00 hrs on all the working days from 31.01.2022 to 17.05.2022. Alternatively, the Request for Proposal Documents shall also be available for downloading through the link after payment as mentioned in para above.

All communication from/ to the intending Consultant regarding the purchase of the Request for Proposal Documents shall be on the email address mentioned in intending Consultant's Information Form and Self-Certification (Appendix 2 to LOI).

- (8) The provisions in the Instructions to Consultants(ITC) and in the General Conditions of Contract are the provisions of the Standard Request for Proposals under Japanese ODA Loans for Selection of Consultants (Version 2.1) published by JICA in October 2019.
- (9) Proposals must be delivered to Director (Rolling Stock) at the address as given in DS ITC 12.7 on or before 15:00 hrs on 18.05.2022.
- (10) Only the Technical Proposal will be opened in the presence of Consultants' representatives who choose to attend at 15:30 hrs on 18.05.2022 at the office of:

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



- (11) Interested eligible Consultants, who purchased the Request for Proposal Documents beforehand, are invited to attend a Pre-Proposal Conference to be held on 08.03.2022 at 1100 hrs.

The Pre-Proposal Conference will be held through Video Conference (VC).

The Consultants who wish to join the VC shall be required to send a request email (along with necessary details such as name and address of the Consultant, name, designation & email id of the person(s) who shall attend the meeting), at email mentioned at para (6) above, at least 2 working days in advance of the date of pre-proposal conference. Client shall send the link for VC. Client reserves the right to restrict the number of links per Consultant based on the total requests received. Client reserves the right to reject any request received after the deadline of such requests stated above.

Participation in this Pre-Proposal Conference is not mandatory.

- (12) Courts in Delhi alone shall have the jurisdiction to entertain any application or other proceedings in accordance with Laws in India, in respect of anything arising under this Request for Proposal.

S/d
Director (Rolling Stock),
National High Speed Rail Corporation Limited,
2nd Floor, Asia Bhawan,
Road No.205, Sector-9, Dwarka,
New Delhi – 110077, INDIA.



APPENDIX 1 to LOI

AGREEMENT ON NON-DISCLOSURE OBLIGATION

This Agreement on Non-Disclosure Obligation (hereinafter referred to as “this Agreement”) is made by National High Speed Rail Corporation Limited (herein after referred to as NHSRCL) and the firm, who has made the payment towards cost of Request for Proposal Documents vide memo no.dated.....for the purchasing of Request for Proposal Documents (hereinafter called as Invitee). Here after the Invitee and NHSRCL shall be collectively referred as the “Parties” and individually referred to as a “Party” in reference to this agreement.

1.0 Purpose

The purpose of this Agreement of “Non-Disclosure Obligation” is for the Invitee to be able to properly manage and maintain the confidentiality of the information provided or disclosed by the NHSRCL for Mumbai-Ahmedabad High Speed Railway Corridor (hereinafter referred to as “the Projects”).

2.0 Definitions

The following terms as used in this Agreement are defined as follows:

2.1 “Confidential Information” shall mean:

- (i) the terms and conditions of this Agreement and
- (ii) as provided by the NHSRCL, in connection with or relating to the Projects, to the Invitee, any information related to the Projects (such as, but not limited to, technical documents and technical data, business documents, drawings and commercial data) including written information, oral information and information contained in any form of media or device, that is clearly identified by the NHSRCL as confidential information at the time of its disclosure.

2.2 Notwithstanding anything else contained in this Agreement, the Confidential Information shall not include any information:

- (a) that is, at the time of its disclosure, possessed by the Invitee without owing any confidentiality obligation;
- (b) with regard to the technology or knowledge that is independently developed by the Invitee with no relation to any Confidential Information;
- (c) that is properly acquired by the Invitee from a third party without owing any confidentiality obligation and such third party is not in breach of any confidentiality obligation relating to such information;



- (d) that the NHSRCL, by prior written consent, permits the disclosure of (subject to the terms and conditions of such consent from the NHSRCL);
- (e) that is disclosed by the NHSRCL to a third party without imposing any confidentiality obligation thereon; or
- (f) that subsequently becomes publicly known for a reason other than that attributable, directly or indirectly, to the Invitee after its disclosure.

3.0 Confidentiality

3.1 The Invitee shall be obligated to keep the Confidential Information in confidence with the care of a good manager and shall not disclose or divulge the Confidential Information to any third party. Upon the discovery of any breach of this Agreement or the improper disclosure or misuse of the Confidential Information, the Invitee shall notify the NHSRCL and shall take all necessary actions to prevent any further breach, improper disclosure or misuse, including by causing the persons to whom the Invitee disclosed Confidential Information to agree and adhere to non-disclosure terms similar to those set forth in this Agreement.

3.2 Notwithstanding Section 3.1 above, the Invitee may disclose Confidential Information: (i) to the extent necessary, to (a) the Invitee’s officers and employees (hereinafter collectively referred to as the “Employees”) who need to know such Confidential Information for purposes of the Projects, (b) lawyers, advisors and other specialists owing confidentiality obligations under applicable laws, regulations or agreements and who are engaged by the Invitee to render services in connection with the Projects, (c) potential members participating in proposals of the Projects and (ii) in accordance with applicable laws, rules and regulations, and any mandatory order by a court with jurisdiction or other public agency with jurisdiction; provided, however, that, if, and legally permitted to do so, the Invitee shall promptly notify the NHSRCL and take reasonable steps to assist the NHSRCL in contesting such order or otherwise in protecting the NHSRCL’s rights prior to disclosure, to minimize the Confidential Information which is disclosed to follow such order.

3.3 The Invitee shall impose upon all of the Employees who have or have had access to the Confidential Information, confidentiality obligations which continue after such Employee’s retirement/resignation/leave from the Invitee’s company, equivalent to those of the Invitee under this Agreement and shall ensure such Employees comply therewith. The Invitee shall be jointly and severally responsible with such Employees (including former Employees) for any breach of such confidentiality obligations by such Employees (including former Employees).

3.4 The Invitee shall insert the relevant clause in their agreement/contract to impose the same obligation as stipulated in this Agreement to other members, consultants, sub consultants, manufactures etc. participating for such proposals.

4.0 Intellectual Property Rights

The Parties have expressly understood and agreed that all rights, including but not



limited to those rights for property and intellectual property rights (including but not limited to patent rights, design rights, copyrights, trade secret rights and all other intellectual and industrial property rights of any sort throughout the world, the same shall apply hereinafter), regarding Confidential Information or any other information mutually shared among the Parties will remain the exclusive property rights of the respective property rights holder.

5.0 No Warrants

The Invitee has expressly understood and agreed that neither NHSRCL nor the Invitee have any obligation under or by virtue of this Agreement to enter into furnishing, trading, development, or technology licensing agreement, or any other agreement, from or to the Invitee any products, services, or any technologies.

6.0 Export Control

In the event that sample products or technology including Confidential Information is exported to India or any other country or provided to a resident in country by the Invitee, the Parties hereby confirm and agree on the need to adhere to the laws and regulations of such and other countries and perform any necessary procedures, including obtaining export permits.

7.0 Damages

Each Party agrees to indemnify, save and hold harmless the other Parties from and against any and all losses, liabilities, expenses (including, legal fees and costs), claims, liens, damages or the like (limited to common direct damages actually incurred) incurred by the other Parties as a result of any breach of any provision of this Agreement.

8.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

9.0 Jurisdiction

The Parties will submit any disputes arising from or in connection with this Agreement that cannot be solved by good faith consultation among the Parties to the exclusive jurisdiction of Courts of Delhi for the court of first instance.

10.0 Term

10.1. The effective term of this Agreement shall run for a six (6) year period from the date hereof, and thereafter automatically extended for successive period of one (1) year each, unless each Party shall have otherwise notified to the other Parties in writing at least one (1) month prior to the expiry of this Agreement or any extension thereof.

10.2. Notwithstanding the above, the obligations of the Invitee in relation to the Confidential Information shall survive after the termination of this Agreement.

10.3. Upon the termination of this Agreement, or at any time prior thereto upon the



written request of the NHSRCL, the Invitee shall cease all use of and shall promptly return to the NHSRCL (at the expense of the Invitee), or shall promptly destroy in accordance with the reasonable instructions of the NHSRCL, all of the Confidential Information it received that is in tangible or electronic/digital form (including but not limited to originals, all summaries, copies and excerpts). In the event of its destroying, the Invitee shall destroy such Confidential Information by the way of non-reusable.

11.0 Miscellaneous

11.1. This Agreement is the entire agreement between the Parties as to the subject matter hereof and supersedes any and all previous agreements, whether oral or written, as to its subject matter. It may be modified only by the written agreement of the Parties.

11.2. Any information disclosed to the Invitee by the NHSRCL before execution of this Agreement shall be treated subject to this Agreement.

11.3. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the right and obligations of each Party shall be construed and enforced accordingly.

11.4. No failure or delay by each Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercises of any rights, powers or privileges hereunder.

11.5. This Agreement constitutes a non-disclosure agreement only and shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to any Party the right to make commitments of any kind for or on behalf of the other Parties without the prior written consent of the other Parties.



Whereof, the parties hereto have caused this Agreement to be executed on the day, month and year specified above.

Signed by----- Signed by-----

For and on behalf of NHSRCL For and on behalf of Invitee(s)

Name:..... Name:.....

Position:..... Position:.....

Date:..... Date:.....

Company Stamp:..... Company:.....

Company Stamp:.....

(End of APPENDIX 1 to LOI)



APPENDIX 2 to LOI

INTENDING CONSULTANT’S INFORMATION FORM AND SELF-CERTIFICATION

Date: *[insert day, month, year]*

Intending Consultant’s Legal Name: *[insert full name]*

LOI No.: Package No. MAHSR-R-1-PS

[Fill out one (1) form per contract]

[The intending Consultant shall provide the following information.]

Intending Consultant’s Details
Intending Consultant’s legal name: <i>[insert full name]</i> and details of each partner <i>[insert full name]</i> in case of JV/Consortium
Intending Consultant’s actual or intended country of registration: <i>[insert country of registration]</i> and details of each member <i>[insert country of registration]</i> in case of JV/Consortium
Intending Consultant’s actual or intended year of incorporation: <i>[insert year of incorporation]</i>
Intending Consultant’s legal address in country of registration and in case of JV/Consortium provide the legal address of each member also: <i>[insert street/ number/ town or city/ country]</i>
Intending Consultant’s authorized representative information: Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>

Attached are copies of original documents of:

The written confirmation of authorization to sign on behalf of the intending Consultant in the form specifying the representative’s authority to sign the Form, which is issued by the officer having such right of the company, and JV/Consortium partners (as the case may be), showing either the name of those company or JV/Consortium with the officer’s e-mail addresses.

Details of Required Consultant’s Experience (as per Clause (4) of LOI)

(Details to be provided for single Japanese entity/Japanese partner (of a JV/Consortium) purchasing the Request for Proposal Documents)

Particulars	Information
Name	<i>[Insert name of single Japanese entity/ Japanese partner of JV/Consortium purchasing the Request for Proposal Documents]</i>
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>
Award Date	<i>[insert day, month, year, e.g. xx xxx, xxxx]</i>
Nature/Scope of works	<i>[insert nature/scope of works]</i>
Details of assignment as per Clause (4) of LOI	<i>[insert details]</i>
Completion Date	<i>[insert day, month, year, e.g., xx xxx, xxxx]</i>



Role in Contract <i>[check the appropriate box]</i>	Prime Contractor	
	Single entity <input type="checkbox"/>	JV/Consortium member <input type="checkbox"/>
Employer's/Client's Name/details:	<i>[insert full name]</i>	
Address: Telephone/fax number E-mail:	<i>[indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes] [insert E-mail address, if available]</i>	

Note: The intending Consultant may fill out single / multiple form(s) in accordance with Clause (4) of LOI.

Self-Certification of the Intending Consultant

1. We hereby declare that we are a Consultant as per Clause (3) of LOI.
2. We understand that, as per Clause (4) of LOI, one of the conditions for the purchase of the Request for Proposal Documents is that the intending Consultant should have satisfactorily carried out designing activities of Shinkansen Car Body in the capacity of either sole basis or joint basis with any other firms between 1st January 2011 and the Proposal submission deadline.
3. We hereby certify that we fulfil the requirement as mentioned in Clause (4) of LOI for the purchase of the Request for Proposal Documents.
4. We also understand that the selection criteria for evaluation of our Proposal shall be as per the conditions of the Request for Proposal Document and that the above details are only for considering the sale of the Request for Proposal Document.

Intending Consultant's Representative:

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

(End of APPENDIX 2 to LOI)