

# Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise)

## ADDENDUM NO. 6 DATED 11.03.2016

### ADDENDUM/AMENDMENTS TO THE REQUEST FOR PROPOSALS FOR

### “PROJECT MANAGEMENT CONSULTANCY SERVICES FOR CONSTRUCTION OF DOUBLE LINE ELECTRIFIED (2X25KV) RAILWAY TRACK COMPLETE WITH SIGNALING & TELECOMMUNICATION SYSTEM AND RELATED INFRASTRUCTURE FOR KHURJA – DADRI SECTION (Approx. 46 kms) OF EASTERN DEDICTED FREIGHT CORRIDOR PROJECT”

#### RFP No.: HQ/EN/Procurement/PMC/KRJ- DER dated 30.10.2015

Following Amendments are hereby made to the RFP Document, dated 30.10.2015 for submission of Proposal for Project Management Consultancy services for Khurja - Dadri section of Eastern Dedicated Freight Corridor project 1, in accordance with ITC 13 as follows:

SN	Reference to			Amendments in the RFP Document
	RFP Document (Part/ Section etc.)	Paragraph or Clause No.	Page No.	
1.	Part – 1 Section - 7 Terms of Reference	Paragraph 6.0 (b), 3 <sup>rd</sup> row, 3 <sup>rd</sup> column of the table	63	Replace the content of the cell with “Chief Design and Construction Engineer”.
2..	Part – 1 Section - 7 Terms of Reference	Paragraph 3.2 (b)	54	Replace the Word “do” with “supervise” in 8 <sup>th</sup> line.

3.	Part-1 Section-7 Terms of Reference Annexure-I	(B) (1) Table at the end	80- 81	<b>Replace</b> the word ‘7’ with ‘4’ in the column 1, row 5 of table. <b>Replace</b> the word ‘8’ with ‘5’ in the column 1, row 5 of table.
4.	Part-1 Section-4 Form FIN-4	Line below Table B	42	<b>Replace</b> the words ‘INR 25 Million.’ with ‘INR 10 Million.’
5.	Part-1 Section-7 Terms of Reference,	Table sl. no. 19, 2 <sup>nd</sup> column	73	<b>Delete</b> the words ‘and 19’ in third line.
6.	Part-II, Section 8 -III, Special Conditions of Contract	GCC Clause 20	120	<b>Add sub clause 20.1 (i)</b> <b>“20.1 (i) Deficiency in Service:</b> The following shall constitute deficiency in service but the list is not exhaustive. <b>(A) Deficiencies in the services leading to termination:</b> (a) Acting in collusion with contractor in making remarks on variation statement, fixation of rates of new items, etc. (b) Certifying substandard work for payment. (c) Certifying payment for work in excess of the work actually executed. <b>(B) Deficiency in service leading to penalties:</b> (a) Errors in variation statements. (b) Not keeping proper records regarding quality control, inspection, rejection/ rectification of work etc. (c) Refusing to give reasons for decisions when called for by the client. (d) Not ensuring safety of work endangering public life/ train movement on adjacent IR track. (e) Certifying payment for works not yet executed. (f) Not exercising required check on permanent/ temporary works. (g) Permitting subletting of any part/ major works without authorization. (h) Frequent replacement of Personnel/ Professionals of the consultant..

7.	Part-II, Section 8 -III, Special Conditions of Contract	GCC Clause 30.2	121	<b>In the last line</b> “, and at the same rate of remuneration” is deleted and replaced with “for evaluated positions under category A and B. For all other positions in case of replacement of experts’ minimum qualification and experience requirement as included in the contract for C, D, E & F will be applicable.”
8.	Part-II, Section 8 -III, Special Conditions of Contract	GCC Clause 33.2	121	<b>Add new sub clause</b> “33.2 (a) – In case of experts under category F, there will not be any impact on remuneration rate payable to the expert replaced. 33.2 (b) – In case of experts under category A, B, C, D & E if there is a replacement of expert for the first time there will not be any impact on remuneration rate payable to the expert. However, in case of subsequent replacement of experts under category A, B, C, D & E the remuneration rate will be limited to 90% of remuneration rate payable otherwise. However, if replaced experts remains in service for a continuous period of six months or more, the billable monthly remuneration rate to be paid to the expert for further period shall be restored to the billable monthly remuneration rate which would have been payable to his predecessor.”
9.	Part-II, Section 8 -III, Special Conditions of Contract	GCC Clause 42.3 para (2)	122	<b>Replace</b> the word ‘ <b>Appendix D</b> ’ with ‘ <b>Appendix C</b> ’ in second and ninth lines.
10.	Part-II, Section 8 - III, Special Conditions of Contract	GCC Clause 45	124	<b>Add new sub clause 45.1(g)</b> “Deficiencies in the Services on the part of the consultant may attract penalty, upto a maximum cumulative amount of 2.5% of contract price and/or debarment etc., by the client. Before imposing penalty a show cause will be issued by client and if satisfactory response of the Consultant is not received within 15 days, penalty of amount of 0.01% of the contract amount will be imposed for the first incidence and for subsequent incidence amount of penalty will be 0.02% of contract amount. Imposition of penalty will not restrict the other rights of client as provided in the contract for termination, arbitration etc.”
11.	Part – 1, Section - 7 , Terms of Reference	Paragraph 3.1	53- 54	<b>At the end add following :</b> “PMC shall review Electrical Drawings, Designs and Specifications as per provision of DB Contract.

12	Part – 1, Section - 7 , Terms of Reference	Paragraph 7.11	77	<b>Delete the following from 2<sup>nd</sup> para:</b> “The following types of road transport shall be arranged in CST works contract package of 302 and system works contract package 105 for use of PMC.”
13	Part-II, Section 8 -III, Special Conditions of Contract	SCC Clause 45.1 (a) Para (1)	124	<b>Add following at the end of Para (1):</b> “In case instalment of advance payment is more than the payable amount in the statement, The balance amount shall be recovered from next statement.”
14	Part-II, Section 8 -II, Special Conditions of Contract	GCC Clause 45.1 (c)	124	<b>Add following at the end of GCC Clause:</b> “Reason of add or subtract will be provided in case it is asked by the consultant.”
15	Part-1 Section-7 Terms of Reference	Paragraph 6.0 (b) Note below table	64	<b>Add new note no. 4.</b> “4. For key expert category A, separate key expert is to be deployed for each position.”