

DEDICATED FREIGHT CORPORATION OF INDIA LIMITED [DFCCIL]

(A Govt of India Enterprise)

Addendum no-3 dated 25-08-2020

- a) **NIT no-2020/HQ/EN/PWC/Future Corridor/RFP/DPR dated 16-03-2020 with**
b) Corrigendum no-1 dated 20-03-2020, uploaded on www.tenderwizard.com/dfccil & on DFCCIL website
c) Corrigendum no-2 dated 27-03-2020, uploaded on www.tenderwizard.com/dfccil & on DFCCIL website
d) Notification dated 04-05-2020 uploaded on DFCCIL Website
e) Notification dated 11-05-2020 uploaded on Tender Wizard & DFCCIL Website regarding holding of pre-Proposal conference on 20-05-2020 through Video conference [VC]
- i. **RFP No.-2020/HQ/EN/PWC/Future Corridor/RFP/DPR/Package-1** dated 04-05-2020; for Package-1[hereafter referred to as “RFP-1”] with Addendum no-1 dated 26-06-2020 & Addendum no-2 dated 05-08-2020.

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Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
1		Sub Para 1.17 of ‘General Conditions’ ‘Notice inviting Proposal [NIT-on line]	10	In the second line, the text [within bracket], in italics “ <i>(on or before the date of pre-Bid meeting)</i> ” shall be replaced with the following text; “ <i>(on, before or after the date of pre-Bid meeting till the deadline as stipulated under ITC Sub Clause 13.1[Clarification and Amendment of the RFP])-Section-2</i> ”
2	202 212 242	Sub Para-no-3.(a) [Technical Eligibility Criteria]-Section-3-[Evaluation and Qualification criteria]	57-58	In the seventh & eighth columns of Fourth [Package-1+Package-3] & Fifth [Package-2+Package-3] Rows, Delete the Text “25%” [Seventh Column] and “Minimum 40%” [Eighth column].
3	10 143	GCC sub Clause 17.1.(a)[Force Majeure]	208-209	Insert a new SCC sub Clause 17.1 [Force Majeure], as under; In the GCC sub Clause 17.1, replace the Text “ but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies” with the following text; “but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm,

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				flood or other adverse weather conditions, <u>epidemic/Pandemic, as declared by Government of India</u>, strikes, lockouts <u>[other than the one caused by Consultant personnel]</u> lockdown, as declared by Government of India or legally appointed Govt. Authorities, imposing restriction of free movement or other industrial action confiscation or any other action by Government agencies”.
4		SCC sub Clause 20.1.(i).(i) [Deficiency of Services]	221	In the first line of SCC sub Clause 20.1.(i).(i), the Text “Non deployment or delayed of” shall be read as under; “Non deployment or delayed deployment of ”
5	14	Terms of Reference[TOR] sub Para 24	166	Insert a new TOR Sub Para 24, as under; “No Services and facilities shall be provided by the Client”
6	14	SCC sub Clause 35[Services, Facilities and Property of the Client]	223 [GCC-215]	Inert a new SCC sub Clause 35 a under; “Delete the GCC Sub Clause-35”
7	20	ITC sub Clause 1(m)[Joint Venture] BDS-Section-2	34	Supplement the existing ITC Sub Clause 1(m) with text, as under; “In terms of definition of “local content” as appended under Para 2 of Annexure-P-1 to BDS, the “Local Content” shall mean the portion of Consultant total inputs for the implementation of the Services [As defined under GCC sub Clause 1.1.(t)], be it (i) Manpower including Experts/Professionals and Labour, (ii) Machine/Equipment/Transport Facilities ,(iii) Material including Consumables (iv) Software to be sourced from Local supplier i.e. Indian Firms [based in India], expressed in percentage terms of Accepted contract Amount. Consultant shall give a solemn, duly notarised, Undertaking [signed by each Member of the JV/Consortium] to the Client, as Annexure-CU-1 to “Technical Proposal submission Form-TECH-1” with the following content; We, the Consultant [<i>Mention the Name of the Consultant</i>], do ,hereby, solemnly, undertake to be in strict compliance with the relevant /applicable Provisions of the Annexure-P-1 to BDS [Ministry of Commerce and Industry (Department of Industrial Policy and Promotion-Public Procurement section) Order no-P-45021/2/2017-PP(BE-II) dated 28-05-2018], at all the times during the Total completion period [as referred in SCC sub Clause 14.1].

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				In substantiation, the Consultant agrees to give details of the “Local Content” in each of the Progress Reports [Ref-Sub Para-22.(d) of TOR-Section-7] and in the monthly Statement with Cover invoice (for Payment under SCC sub Clause 41 & 41.2.2), submitted in terms of Note-I[regarding Payment to Consultant(Ref-SCC Sub Clause 41 & 41.2.2.) to Annexure-1 to TOR (Appendix-A)], to reflect compliance with the requirement of the Local content.”
8	366	TOR-Section-7 sub Para 3.6.21.1 & TOR sub Para 3.6.21.2	144	Delete the Sub Para 3.6.21.1 Delete the Sub Para 3.6.21.2.
9		GCC Sub Clause 1.1(t) [Services]	207	Insert a new SCC sub Clause 1.1(t) as under; “Supplement the sub Clause as under Services shall include any Work which is necessary to satisfy the Key Deliverables [Ref-Annexure-1 to Terms of Reference (TOR-Appendix-A)].”
10	22 203 300 354	ITC Sub Clause 6.1 BDS[Eligibility]-Section-2	35	Substitute the ITC sub Clause 6.1 BDS[Eligibility] with the following; In the second and third line of ITC sub Clause 6.1, replace the remaining text after the text “...from all countries to offer Consulting services for the proposed Project” with the following text; “In terms of Annex-III [Model Clause, Certificate to be inserted in tenders etc.] of Ministry of Finance [MOF]-Department of Expenditure-Public procurement division OM no-F. No.6/18/2019-PPD dated 23-07-2020 and subject to ‘Exclusion from restrictions, vide Finance [MOF]-Department of Expenditure-Public procurement division ‘Order (Public Procurement no.2) bearing no-F. No.6/18/2019-PPD dated 23-07-2020’ , following shall constitute a binding stipulation; (i) Any bidder from a Country which shares a land Border with India will be eligible to bid in this Tender only if the Bidder is registered with the Competent Authority. (ii) Bidder (Including the term ‘Tenderer’, Consultant or Service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint Venture (as defined under ITC sub Clause 1(m) above), every Artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any Agency Branch or Office controlled by such person, participating in a Procurement process. (iii) “Bidder from a country which shares a land border with India” for the

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				<p>purpose of this Order means. -</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>(iv) The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation— <ol style="list-style-type: none"> “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company; “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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				<p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>VI. The successful Consultant shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p>Supplement the ITC sub Clause 6.1 BDS as under;</p> <p>“Consultant shall give a solemn, duly notarised, Undertaking [signed by each Member of the JV/Consortium] to the Client, as Annexure-CU-2 to “Technical Proposal submission Form-TECH-1” with the following content;</p> <p>We, the Consultant [<i>Mention the Name of the Consultant</i>], do ,hereby, solemnly, undertake that;</p> <p>(i) The Consultant i.e. all the Constituent Members of the Consultant JV/Consortium [<i>strike out the inapplicable</i>] and all the Consultant’s Sub Consultants are in strict compliance with the Provisions as contained in ITC sub Clause 6.1 BDS [Eligibility];</p> <p>(ii) Consultant have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries,' Consultant certifies that this Consultant is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. Consultant, hereby, certifies that this Consultant fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”</p>

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				<p>The Consultant is cognizant of and so agrees to the fact that in case , any part of the above undertaking is not, found to be / established to be, correct during the period from submission of the Consultant's Proposal and up to the end of the Total completion period [as referred in SCC sub Clause 14.1], the Consultant's Proposal, prior to award of the Contract , shall be rejected and after award of the contract , It shall result in 'Termination by Client' of the Contract under GCC sub Clause 19.(a) without any contingent liability on the Client's Part."</p> <p>Further, Supplement the ITC sub Clause 6.1 BDS as under;</p> <p>Entity(ies) [Affiliates/Subsidiaries] associated with the Consultant[single entity] / Consultant in a JV or Consortium/Association [Lead member and constituent members-Ref- ITC sub Clause 1.(m) BDS] with their Sub Consultants are not permitted to use the credentials of their Respective Parent company [Not a Party to the Consultant] to meet the experience eligibility criteria [Technical Eligibility Criteria-Para-3] unless;</p> <p>(i) The aforesaid entity [Affiliate/Subsidiary] associated with Consultant, participates in the Tender [as a part of the Consultant] as JV / Consortium with its Parent company with each member (Affiliate or Parent Company) having minimum 25 % Participation in such a JV or Consortium or;</p> <p>(ii) The Experience of a Parent company [Not a Party to the Consultant] for satisfaction of Technical eligibility criteria can be utilised by way of submitting a Parent company Guarantee in a format [attached as Annexure-Addm-3-4 to this Addendum no-3]</p>
11	28	2.(a) & 2.(b) of supplementary requirement below Form EE-1 [3.(a), 3.(b), 3.(c) & 3.(d)] – Experience eligibility	68	<p>In the 11th column [Document to be submitted] of 2.(a) & 2.(b), substitute the text- <i>"Invoice Copy showing purchase of three software licenses during the last seven years [i.e. period under consideration from 30-01-2013 up to 29-01-2020]"</i> with the following text;</p> <p>"Invoice Copy showing purchase & subsequent renewal of three software licenses which are, currently, active"</p>

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12	162 192 284 349	Technical Eligibility criteria [Form-EE-1]-Key Task-3.(a)	57-58	<p>In the content of Technical Eligibility criteria 3.(a) , replace the text “<i>Aerial LIDAR survey work including data processing for any linear project in India carried out for Railways, NHAI, CPWD, MES, State PWD or any other Central / State for at least –km</i>” with the following text;</p> <p>“Aerial LIDAR survey work including data processing for any linear / areal project in India carried out for Railways, NHAI, CPWD, MES, State PWD or any other Central / State for at least –km or square km”</p> <p>Add a note [Note-1] below the Key Task-3.(a) prior to key Task-3.(b);</p> <p>“Note-1-In Case Consultant opts to engage a sub Consultant that sub consultant shall be required to fulfil the Technical Eligibility criteria, stipulated above and detailed hereunder in a Clarificatory note [under “\$-Sub Consultant means-]”</p> <p>In the Technical eligibility criteria Para 3.(a), Replace the first four columns of the Table appended below the Technical Eligibility Para 3.(a)</p>

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12 contd..		Technical Eligibility criteria [Form-EE-1]-Key Task-3.(a)	57-58				
				Package#	New DFC	Criteria	Package#
						Requirement for one Package# [Ref Table , below]	Requirement For One or more Packages#
				Package-1	East-Coast – 1115 km	100 kms-- Length (Linear Project) or 30 square km – area (areal Project)	100Km – Package-1 30 square km –area (areal Project)
				Package-2	East-West- 1868 kms	200 kms-Length (Linear Project) or 60 square km – area (areal Project)	Package-1+Package-2 250 km-Length (Linear Project) or 75 square km –area (areal Project)
				Package-3	North South-975 km	100 kms-Length (Linear Project) or 30 square km – area (areal Project)	-Package-1+Package- 2+Package-3 350 kms-Length (Linear Project) or 105 square km area(areal Project)
				-	-	-	Package-1+Package-3 150 kms-Length (Linear Project) or 45 square km-area (areal project)
				-	-	-	Package-2+Package-3 250 Kms-Length (Linear Project) or 75 square km –area (areal Project)

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12.1		Technical Eligibility criteria [Form-EE-1]-Key Task-3.(c)	58-59	<p>Add a note [Note-1] below the Key Task-3.(c) prior to key Task-3.(d);</p> <p>“Note-1-In Case Consultant opts to engage a sub Consultant that sub consultant shall be required to fulfil the Technical Eligibility criteria, stipulated above and detailed hereunder in a Clarificatory note [under “\$-Sub Consultant means-].”</p>
12.2		Technical Eligibility criteria [Form-EE-1]-Key Task-3.(d)	59-60	<p>Add a note [Note-1] below the Key Task-3.(d);</p> <p>“Note-1-In Case Consultant opts to engage a sub Consultant, that sub consultant shall be required to fulfil the Technical Eligibility criteria, stipulated above and detailed hereunder in a Clarificatory note [under “\$-Sub Consultant means-]”</p>
12.3	29 159 195 244 351 360	Technical Eligibility criteria [Form-EE-1]-Key Task-3.(b)	58	<p>In Technical Eligibility Para 3.(b), replace the text “Work of Final Location Survey(FLS)/DPR for Railway/ Metro project in India carried out for Railways or any other Central / State Government Undertaking” for at least -- km , with adopted /Finalized Alignment involving;</p> <p><i>(ii).At least 5 RKM (aggregate of Tunnels handled) of tunneling and;</i></p> <p><i>(iii). at least 01 important, 05 Major Bridges and Viaduct/ Rail Fly over in minimum Length of 01 RKM.” With the following Text ;</i></p> <p>“Work of Final Location Survey(FLS)/DPR for Railway/ Metro /National Highway Project in India carried out for Railways or any other Central / State Government Undertaking / NHAI” for at least -- km , with adopted /Finalized Alignment involving;</p> <p>(i).At least 5 RKM (aggregate of Tunnels handled) of tunneling and;</p> <p>(ii). at least 01 important Bridge [total area of waterway of more than 1000 sq. mtrs or linear waterway more than 300 meters] and / or - 05 Major Bridges [total linear waterway of 18 meters (60 ft) or more of which has clear opening of 12 meters(40ft) or more] and/or Viaduct/ Rail Fly over [RFO-Length inclusive of Approaches [start of Ramp to end of Ramp], in minimum Length totalling 01 RKM. “</p> <p>Add a note [Note-1] below the Key Task-3.(b) prior to key Task-3.(c);</p> <p>“Note-1- For Geo Technical Investigation , Consultant may opt to engage a sub Consultant;</p> <p>possessing specialised Skill & Experience, to successfully execute the Geo Technical investigation, as described under TOR-Section-7 Para 3.6.8.2 (Geo-Technical investigation) & TOR sub Para 3.6.8.3 (Geo Technical investigation for Tunnels) along with Tasks as stipulated under TOR sub Para 3.6.8.4 to 3.6.8.9 , and</p>

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				<p>having requisite equipment, either on own / lease basis [In demonstrable compliance of Requirement stipulated under sub Para 3.(a) & 3.(b) [Geo Technical investigation] of the Supplementary Requirement [Forms related with Eligibility criteria-Section-3-EQC].</p> <p>The aforesaid ‘Sub Consultant for Geo technical investigation’ shall be required to fulfil the following Technical Eligibility criteria & other requirements, as detailed hereunder in a Clarificatory note [under “\$-Sub Consultant means-]</p> <p>The statement [in the form-TECh-2B], submitted by the Sub Consultant, in compliance of the Experience requirement in terms of the item no.(iv) of the aforesaid Clarificatory note [under “\$-Sub Consultant means-], shall reflect the total Geo Technical investigation Work experience, in the last seven years [i.e. period under consideration from 30-01-2013 up to 29-01-2020].</p> <p>The aforesaid Statement shall reflect successful completion, through verifiable documentary evidence, of Geo-Technical investigation work of at least 01 important Bridge and /or- 05 major Bridges and/or Viaduct / Rail Fly over in minimum length totalling one RKM and Geo- Technical Investigation Work of Tunnel in at least 5 RKM length [aggregate of Tunnels handled]”</p>
12.4		<p>Item no-(iii) of the Clarificatory note [under “\$-Sub Consultant means-] &</p> <p>Item no-(iv) of the Clarificatory note [under “\$-Sub Consultant means-]</p>	60	<p>Supplement the item no-(iii) of the clarificatory note [\$-Consultant means] as under;</p> <p>“Sub Consultant shall be required to submit the requisite Financial information in Form-FE-1[Financial situation-General Eligibility Criteria-1.(5)] and in Form-FE-2 [Financial Eligibility Criteria-2], as appended in this RFP In Section -3 [Forms related with Eligibility criteria]</p> <p>Supplement the item no-(iv) of the Clarificatory note [\$-Consultant means] as under;</p> <p>Sub Consultant shall be required to submit a statement showing Contract wise details-;</p> <p>of the total executed Work as stipulated under eligibility criteria sub Para 3.(a), 3.(b), 3.(c) & 3.(d) [as applicable in each case and referred to, here after in this sub Para, as the ‘Work’], in the last seven years [i.e. period under consideration from 30-01-2013 up to 29-01-2020];</p> <p>In the Form-TECH-2B, as appended in this RFP in section-3.</p>

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13	191 205 244 287 302	Sub Para-3.(a), 3.(b), 3.(c) & 3.(d)- Technical Eligibility Criteria- Section-3- EQC	57-58- 59	In contents of the Para 3.(a), 3.(b), 3.(c) & 3.(d) [Technical Eligibility criteria-Ref-Form-EE-1], substitute the text “ <i>One single contract showing execution of following Works in quantum prescribed below or Two Contracts showing execution of following Works in half the quantum, as prescribed below;</i> ” with the following Text; “ One single contract showing execution of following Works in quantum prescribed below or more than one contracts not exceeding three, showing execution of aforesaid following Works in quanta, the combined equivalent of which is not less than the quantum, prescribed below ”
14	304	GCC Sub Clause 41.2.4	226	Add a new SCC sub Clause 41.2.4. “Client shall release Payment Instalments to the Bank Account, as conveyed through ‘Certification & MOU’ by the Consultant within 15 days after the Commencement of Services, in terms of SCC sub Clause 13.1[Commencement of Services]. The Payment instalment(s) shall be released to the JV account [If Consultant is a JV] or Payment of eligible portions of the Payment instalments shall be released to the Accounts of individual Constituent Members of Consortium [If Consultant is a Consortium]. The certification of the aforesaid Account shall be accompanied by a Notarised joint MOU, signed by Authorised Representative of each of the Constituent Member [in expression of unqualified agreement] to the effect that Consultant agrees to receive payment instalment in the [to be notified] Bank Account. In case of Consultant, being Consortium & opting to receive eligible portions of the payment instalments in the respective Accounts of individual Constituent members, in the aforesaid notarised MOU, the details of respective Bank Accounts of the Constituent Members shall be accurately reflected.
14.1	274	Note-I-Regarding Regarding Payment to Consultants [Ref-SCC Sub Clause 41 & 41.2.2] below Annexure-1 to Terms of Reference (TOR-Appendix-A)-Section-8-4(Appendices)	233	Insert a new Additional Note –C), before Note-1 [Regarding Payment to Consultant (Ref-SCC sub Clause no-41 & 41.2.2)], having following content, as under; The required Period [as stipulated in column no-3 (Time Schedule), above, of Annexure-1 to TOR [Appendix-A, ‘Time Schedule of Key Deliverable & Payment Schedule’- Part-IV-Section-8-4(Appendices)] shall be, suitably & fairly ,extended by the Client , subject to Consultant submitting, in writing, their request for Extension of Required Period for any ‘Deliverable’, along with relevant documentation in support and Client approving, after due scrutiny, in writing, the Consultant’s aforesaid request. In this direction, Consultant shall, upon becoming aware of any delay in Consultant submittal against ‘Key Deliverables’ [As stipulated In Column no-2 (Key Deliverables)

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				<p>of Annexure-1 to TOR(Appendix-A)] which, in Consultant's considered view is ;</p> <p>due to any Variation or modification of Scope [agreed between the Parties in terms of GCC sub Clause 16.1] and or any delay, impediment or prevention caused by or attributable to the Client;</p> <p>Give a formal request in writing with relevant documentation in support of such a request for extension of the Required period for any Deliverable. Client, upon receipt of Consultant's aforesaid request, shall fairly examine & scrutinise the Consultant's request in accordance with the Contract and convey, writing, the Client's approval or otherwise to suitable extension of the Required period for that Deliverable. The Client's aforesaid approval shall not be unreasonably delayed and shall be conveyed within a period not exceeding one month from receipt of Consultant's request along with Documents or Consultant's submission of any additional record, if requested by Client.</p> <p>In this direction, any disagreement, between the Parties, shall be settled, through the Settlement of Dispute, in terms of GCC Sub Clause No-44[Amicable Settlement] & settled, finally, through, SCC sub Clause No- 45.[Dispute Resolution].</p> <p>Supplement the 'Note-I-Regarding Regarding Payment to Consultants [Ref-SCC Sub Clause 41 & 41.2.2]' with the following Text;</p> <p>"In case of Consultant, being Consortium & opting to receive eligible portions of the payment instalments in the respective Accounts of individual Constituent members, in terms of notarised MOU submitted by the Consultant in compliance of the SCC 41.2.4, the Consultant, while preparing and submitting the each written Statement shall certify the respective weightage [in percentage terms] of the total payment instalment, in favour of each Constituent Member to facilitate the payment of thus determined eligible portion of the Payment instalment to each of the Constituent Member."</p>
15	69 307	Serial no-05 [Geo Tech Expert-Position-A-04] of Annexure-A-KE (Ref-ITC Sub Clause 21.1 Data Sheet)-Key Experts, their required Qualification and experience[Evaluated positions]	71	<p>In the 14th column [Qualification] of serial no-05 [Geo Tech expert-Position-A-04], replace the text "<i>Graduate in Civil Engineering/MSc. In Engineering Geology</i>" with the following text;</p> <p>"Graduate in Civil Engineering / Mining with M Sc in Geology or M. E/ M. Tech in Geotech"</p>
16	70 123 308	Serial no-09 [Geo-Physical Expert-Position-A-07] of Annexure-A-KE (Ref-ITC Sub Clause 21.1 Data Sheet)-Key Experts, their required Qualification and experience[Evaluated positions]	72	<p>In the 14th column [Qualification] of serial no-09 [Geo Physical Expert-Position-A-07], replace the text "<i>M.Tech./MSc. in Exploration Geophysics or Applied Geophysics</i> " with the following text;</p> <p>"Graduate of Geology/Civil engineering with Masters in Geology / Civil (Geotechnical Engineering/Rock mechanics)"</p>

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16.1	30	Serial no-01 [Project Director-Position-A-01] of Annexure-A-KE (Ref-ITC Sub Clause 21.1 Data Sheet)-Key Experts, their required Qualification and experience[Evaluated positions]	70	In the 9 th -10 th line of the contents of the 15 th column [Minimum Experience] of serial no-01 [Project Director-Position-A-01], replace the text “preferably, as Team Leader ” with the following text; “preferably, as Team Leader/ In-charge / Project Coordinator ”
16.2	31 165 162.1	Serial no-06 [Sr LIDAR Expert-Position-A-05] of Annexure-A-KE (Ref-ITC Sub Clause 21.1 Data Sheet)-Key Experts, their required Qualification and experience[Evaluated positions]	71	In the 14 th column [Qualification] of serial no-06 [Sr. LiDar Expert-Position-A-05], replace the text “Graduate in Civil Engineering/ Geoinformatics /MSc Geology/ Surveying & Mapping.” with the following text; “Graduate In Civil Engg with /Masters/ M. Tech/M. Sc in Geoinformatics /Geology/ Surveying & Mapping/Remote Sensing” In the contents of the 15 th column [Minimum Experience] of serial no-06 [Sr LIDAR Expert-Position-A-05], replace the text “10 years experience in Surveying Works for Railway/Highway infrastructure projects using LiDAR” with the following text; “05 years experience in Surveying Works for Projects using using Aerial LiDAR data acquisition and processing”
16.3	31 166	Serial no-07 [LIDAR Expert-Position-A-05A] of Annexure-A-KE (Ref-ITC Sub Clause 21.1 Data Sheet)-Key Experts, their required Qualification and experience[Evaluated positions]	71	In the contents of the 15 th column [Minimum Experience] of serial no-07 [LIDAR Expert-Position-A-05A], replace the text;“05 years experience in Surveying Works for Railway/Highway infrastructure projects using LiDAR.” with the following text; “03 years experience in Surveying Works for Projects using Aerial LiDAR data acquisition and processing. ”
16.4	32 124 246	Serial no-12 [Signal & Telecom Expert-Position-A-10] of Annexure-A-KE (Ref-ITC Sub Clause 21.1 Data Sheet)-Key Experts, their required Qualification and experience[Evaluated positions]	73	In the 14 th column [Qualification] of serial no-12 [Signal & Telecom Expert-Position-A-10], replace the text “Graduate in Signalling & Telecommunication” with the following text; “ Graduate in Electronics & Communication Engineering/ Telecommunication / Electrical/ Electronic.”
16.5	167	Serial no-08 [Data Analysis Expert-Position-A-06] of Annexure-A-KE (Ref-ITC Sub Clause 21.1 Data Sheet)-Key Experts, their required Qualification and experience[Evaluated positions]	71	In the contents of the 15 th column [Minimum Experience] of serial no-08 [Data Analysis Expert-Position-A-06], replace the text; “05 Years experience in Lidar Data analysis for Railway/Highway infrastructure projects using LiDAR Trajectory Pre-processing software and Terrascan/ Terrasolid/ Point Tool or similar Post-processing software.” with the following text; “05 Years experience in LiDar Data analysis for Projects using Aerial LiDAR Trajectory Pre-processing software and Terrascan/ Terrasolid/ Point Tool or

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				similar Post-processing software.”
17		Sub Para 3.6.8.8 of Para 3.6.8 [Geotechnical investigation]-TOR-Section-7	138	Delete the sub Para 3.6.8.8.
18		Para 13 [Additional Items]-TOR-Section-7	160	Delete the Para 13[Additional items].
19	125 247 281 309	Serial no-13 [Environmental Expert-Position-A-11]Key Experts, their required Qualification and experience. Evaluated Position]	73	In the 14th column [Qualification] of serial no-13 Environmental Expert-Position-A-11], replace the text “Masters in Environnement sciences ” with the following text; “Master’s in Environmental Science or Environmental Engineering”
20	126 310	Serial no-14 [Social Study Expert-Position-A-11A]Annexure-A-KE Key Experts, their required Qualification and experience [Evaluated Position]	73	In the 14th column [Qualification] of serial no-14 [Social Study Expert-Position-A-11A], replace the text “Master’s in social studies ” with the following text; “Master’s in Social studies/ Social Science /Sociology”
21	127 282 312	Serial no-15 [Traffic Survey Expert-Position-A-12] of Annexure-A-KE Key Experts, their required Qualification and experience Position]	73	In the 14th column [Qualification] of serial no-15 [Traffic Survey Expert-Position-A-12], replace the text “Master in Transportation Planning/ Transport Management/ Transport Economics/ Master in economics ” with the following text; “Master in Transportation Planning/ Transport Management/ Transport Economics/ Master’s in Traffic and Transportation Engineering”
21.1	283	Serial no-18 [Project Finance Expert; Position-A-16] of Annexure-A-KE-[Key Experts, their required Qualification and experience Position]	75	In the 14th column [Qualification] of serial no-18 [Project Finance expert-Position-A-16], replace the text “Post Graduate Degree in Finance/Economics/Statistics/Graduate in civil Engg with PG diploma in Finance/Financial Management.” ” with the following text; “Post Graduate Degree in Finance/Economics/Statistics/Graduate in civil Engg with PG diploma in Finance/Financial Management, or Chartered Accountant (CA)”
22	108 346	ITC sub Clause 12.9 [Sub Contracting]	24	Insert a new ITC Sub Clause 12.9 Bid Data sheet[BDS], as under; “Consultant shall not Sub Contract more than 25% of the total Consultancy Works, in addition to opting to engage (Specialist) Sub Consultants for various Key Activities, in terms of relevant provisions of this RFP Consultant option to further sub Contract the Consultancy Services shall be subject to Client’s approval subsequent to completion of the same process as stipulated under

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
				Clarificatory Note –‘\$-Sub Consultant means’, as amended. Consultant shall be responsible for the acts or defaults of Sub Consultant(s), Sub Consultant’s agents or employees, as if these were the acts or defaults of the Consultant.
23	406	TOR sub Para 3.8.4 [General requirement from S&T]	149	Insert a new TOR Sub Para 3.8.4.(vii) & Sub Para 3.8.4.(viii), below the TOR Sub Para 3.8.4.(vi)[General Requirement from S&T]; “(vii)-Fuse automatic changeover system to be provided; (viii). All the basic S&T Drawings /designs, in support of DPR, shall be submitted for reference.”
24	35 163 290 349	Para-2 of Part-B[Consultant’s Experience]-Form-TECH-2 [For full Technical proposal only] Para-3 of Part-B[Consultant’s Experience]-Form-TECH-2 [For full Technical proposal only]	84 84	In the second & third line of Para-2, replace the Text “Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants” with the following text; “Assignments completed by the Consultant's individual experts working privately or through other consulting firms or Assignments completed with Parent companies [Not a Party to the Consultant] of an Affiliate / Subsidiary cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants save as provided in ITC sub Clause 6.1 [Eligibility] BDS ” Replace Para-3 [Successful implementation of Contract involving LIDAR survey Work,--submission of FLS of DPR of Railway or Highway Project completed successfully may be considered] with the following Text; “For the purpose of Col-2 of Form-TECH-2B, Similar Assignment shall mean Successful implementation of Contracts in strict compliance with Technical eligibility criteria stipulated under Para-3.(a), 3.(b), 3.(c) & 3.(d). e.g -for Technical Eligibility criteria 3.(a)- it shall mean successful implementation of Contracts involving Aerial LIDAR survey work including data processing for any project in India carried out for Railways, NHAI, CPWD, MES, State PWD or any other Central / State For Technical Eligibility criteria 3.(b)- it shall mean successful implementation of

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
				<p>Contracts involving Work of Final Location Survey(FLS)/DPR for Railway/ Metro project in India carried out for Railways or any other Central / State Government Undertaking” with adopted /Finalized Alignment involving;(i).At least 5 RKM (aggregate of Tunnels handled) of tunnelling and (ii). at least 01 important, 05 Major Bridges and Viaduct/ Rail Fly over in minimum Length of 01 RKM;</p> <p>For Technical Eligibility criteria 3.(c)-It shall mean successful implementation of Contracts involving Pre Rail Electrification Study or Rail-Electrification System design;</p> <p>For Technical Eligibility criteria 3.(d)-It shall mean successful implementation of Contracts involving Pre- Railway Infrastructure Construction Project -Signaling & Telecommunication (S&T) study or S&T System design.”</p>
25		Form-EE-1[3.(a), 3.(b) , 3.(c) & 3.(d)]- Experience Eligibility-Section-3-EQC	66-67	<p>Replace the Form-EE-1[3.(a), 3.(b) , 3.(c) & 3.(d)] with the Form-TECH-2B [3.(a), 3.(b) , 3.(c) & 3.(d)], attached as Annexure-Addm-3-1 to this Addendum-5. Where ever, in this RFP, the term “Form-EE-1”, appears, it shall be read as “Form-TECH-2B”.</p> <p>As a direct effect of the above, the ‘Supplementary Requirement’ along with attendant Notes shall remain unchanged as appended in this RFP. The aforesaid ‘Supplementary Requirement’ shall be subject to amendment vide other Addendum item(s).</p>
26		Form-EE-2[For Evaluation purpose]-[Experience-TECH-2B]	76	Delete the Form-EE-2[For Evaluation purpose]-[Experience-TECH-2B]
27	36	Form-TECH-6 [For FTP]-Team composition, Assignment and Key experts’ inputs-Section-4-Standard Forms	89	<p>In Column no-4 of the Form-TECH-6, delete the Text “ [Home]” and “ [Field]”</p> <p>In the column titled “<i>Total time input (in Months)</i>”, delete the sub Columns titled “ Home” and “Field”</p> <p>Delete the Note no-3 beginning with the text “ <i>Home” means work...</i>” and ending with text “ <i>..Outside the expert’s country of residence</i>”.</p>
28	40 160 171 197 201 255	Sub Para 4.1 [General]	175	<p>In the first and second line, the text “Aerial LiDAR Survey complemented with Aerial Photography shall be carried out for a 500 m corridor around the centerline of the proposed final corridor or as per consultation with DFCCIL” shall be replaced with following text;</p> <p>“Aerial LiDAR Survey complemented with Aerial Photography shall be carried out for a 300 m corridor around the centerline of the proposed final corridor or as per consultation with DFCCIL”</p>

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
	378			
29	159 200	Para-9[Proof Consultant]-TOR-Section-7	159	In the 6 th -8 th line of TOR Para -9, delete the Text following text [shown in strike through here]; “The actual expenditure on transport and stay of consultant’s personnel will be reimbursed as per clause 6 of Particular Conditions of Contract Part B: Specific Provisions.”
30	114	Cost of tender document [Non refundable] Sub Para-8 [Cost of tender document (Non refundable)] of NIT (on Line) Sub Para 3.1 of ‘Letter of invitation –Section-1 Bid security Sub Para-9 [Bid Security] of NIT (on Line) Sub Para 6 of ‘Letter of invitation –Section-1 ITC sub Clause 15.3 BDS [Bid Security] ITC sub Clause 1.(m)[Joint venture	8 14 8 14 38 33-34	Supplement the ITC sub Clause 1.(m)[Joint venture] with the following ; In Case of Consultant or Lead member and other Constituent members of JV /Consortium [In case of Consultant being JV/Consortium] with total combined stake exceeding 50% ; being registered as Micro & Small Enterprises (MSEs) under Single Point Registration scheme (SPRS) of The National Small Industries Corporation (NSIC) or ; being registered , in terms of ‘Ministry of Micro & Small & Medium Enterprise’[Ministry] Notification dated 26-06-2020, as Micro & Small Enterprise under Udyam Registration; shall be entitled, in terms of Para-10 (Reduction in Transaction Cost) of Ministry’s Order dated 23-03-2012 [Public Procurement policy for Micro & Small Enterprises(MSEs) Order 2012], to exemption from paying the Cost of tender Document and Bid security , as stipulated under various RFP Provisions , cited here under column no-2. The aforesaid exemption shall be subject to consultant’s production of authenticated relevant SPRS Registration Certificate / Udyam Registration Certificate.
31	139	Serial no-02 [Alignment design Expert-Position-A-02] of Annexure-A-KE Key Experts, their required Qualification and experience Position]	70	In the 3 rd & 4 th line of the contents of the 15 th column [Minimum Experience] of serial no-02 [Alignment design Expert-Position-A-02], replace the text; “alignment design of Railway/ Metro projects” with the following text; “alignment design of Railway/Metro/ Highway projects”

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
32	149	SCC sub Clause 24.1[Insurance to be taken by the consultant]	222-223	In the The sub Clause 24.1 (b) , replace the Text “ <i>Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, for the Period of Consultancy Contract’ in accordance with the applicable law in the Client’s country- Indian Motor Vehicle Act.</i> ” With the following text; “ Third Party motor vehicle liability insurance in respect of Motor vehicles operated in the Employer’s country by the Consultants or their Personnel or any Sub Consultants or their Personnel or an entity operating Motor Vehicle for / on behalf of the consultant or any of the Personnel of that Entity, for the period of consultancy, as required under Indian Motor Vehicles Act 1988 (applicable Law) with a separate clear stipulation regarding complete indemnification of the client regarding any third Party Liability / Claim. ”
33	161 272	KD-7 [On completion of LiDAR Survey, progressively3 (D6)	165 232	RFP for Package-1 & Package-3 In the col no-3 [Time Schedule (in Months=30 days) of KD-7[On completion of LiDAR Survey, progressively3 (D6); For the ‘Key Dates’] , replace the Text “D₂+3” with the Text “D₂+4” In the col-4 [Cumulative Time in months], replace the number “6” with the number “7”
34	180	Bid security Sub Para-9 [Bid Security] of NIT (on Line) Sub Para 6 of ‘Letter of invitation –Section-1 ITC sub Clause 15.3 BDS [Bid Security]	8 14 38	Each of the Provisions, referred here in col no-2, stands supplemented with the following; The Consultant shall upload the scanned copy of the Bid Security BG in the specified Form-Form of Bid Security-Section-4, with their offer in Tender wizard. The original of the same scanned Bid Security , which was submitted with the offer on Tender wizard shall be submitted by Consultant within seven working days from the deadline for Bid Submission date in person/post/courier up to 17:00 Hrs.
35	181 182	Para-1.5 [Positive Net Worth]- General Eligibility Para-2 [Financial eligibility Criteria]	56 57	Supplement the column -2 of the General –Eligibility -1.(5), Para-2-Financial Eligibility Criteria, Form-FE-1 and Form-FE-2 with the following text: “In Case of an entity/Company, being formed during FY 2015-16 i.e. after the FY 2014-

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
	355 358	Form-FE-1[General Eligibility Criteria-1.5] Form-FE-2[Financial Eligibility Criteria]	65 66	<p>15, the referred Company , upon a solemn averment submitted along with Form-FE-1 duly cross referenced to Article on incorporation [Ref-Form-GEN-1.1 or GEN-1.2, as the case may be], may submit the information in Form FE-1, after satisfying all the requirements stipulated therein, for the FYs;</p> <p>Year-2019-20 Year- 2018-19 Year-2017-18 Year -2016-17 Year -2015-16</p> <p>In Case of Consultant Firms, being based in a country which does not observe The Financial Year [FY- 1st April to 31st March next year] as we know it but adopt Calendar Year [CY-Jan-Dec], the Consultant showing though verifiable documentary evidence regarding the adoption of CY in their Country of Incorporation and upon a solemn averment submitted along with Form-FE-1, Form-FE-2, duly cross referenced to Article on incorporation [Ref-Form-GEN-1.1 or GEN-1.2, as the case may be], may submit the Financial Data for last five CYs i.e. CY-2015, 2016, 2017, 2018 & 2019 in complete fulfillment of the rest of requirements stipulated in the referred and related RFP provisions.</p> <p>In the Signature Block below “Verified by Chartered Accountant (CA)” in the Form-FE-1 & Form-FE-2 and in the Case of Financial Data of a Consultant Firm , based Outside India, substitute “ CA’s UDIN” with the following Text;</p> <p>“CA’s Registration number issued by the Country of Consultant Firm’s Incorporation”</p> <p>The Form –FE-1 & FE-2, verified by Chartered Accountant, submitted by a foreign Country Based Consultant Firm, shall , invariably, be notarized in that Country and be accompanied by a valid Apostille attestation certificate.</p>
36		Introduction of New Forms related with eligibility criteria	64	<p>Prior to Form-GEN-1 [Pending litigation / Arbitration] in Forms related with Eligibility-Section-3, Insert new Forms as under;</p> <p>i. Form-GEN-1.1 [Consultant information Form]-attached as Annexure-Addm-3-2</p> <p>ii. Form-Gen-1.2 [Consultant Partner information]- attached as Annexure-Addm-3-3</p>
37		Check list	53	<p>Supplement the Attachment-1-Check list as under;</p> <p>Insert new Rows as under;</p>

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
				<u>Col-1</u> <u>Col-2</u> 1.1 <u>MOU [Ref- Para-2 of Form-TECH-1].</u> 1.2 <u>Annexure-CU-1[Ref-Item no-7 of <u>Addendum no-3</u>]</u> 1.3 <u>Annexure-CU-2[Ref-Item no-10 of <u>Addendum no-3</u>]</u> <u>9.2</u> <u>Form-GEN-1.1[Consultant information <u>Form</u>]</u> <u>9.2.1</u> <u>Articles of incorporation or constitution of the legal entity[Form-GEN-1.1]</u> <u>9.3</u> <u>Form-GEN-1.2[Consultant Partner <u>information Form</u>]</u> <u>9.3.1</u> <u>Articles of incorporation or constitution of the legal entity[Form-GEN-1.2]</u>
38		Power of Attorney to Authorized Representative of Joint Venture (JV)/ Consortium-Authorized Representative of Consultant (POA-2)	94	In the first & second line of the Directing note below the title of Form-POA-2, replace the text “For Consultants from outside India, submission of this form is not mandatory” with the Text as under; “For Consultants from outside India, submission of this form <u>on Non Judicial Stamp Paper</u> is not mandatory”
38.1A	185	ITC sub Clause 17.4 [Submission, sealing & Marking of the Proposal] BDS-RFP-2[Package-2]	-	In ITC Sub Clause 17.4 BDS –RFP-2 replace the Sub Clause with following Text; “On www.tenderwizard.com/dfccil , the consultant shall submit; (a) Technical Proposal: (b) Financial Proposal”
38.1	185	ITC sub Clause 17.3, ITC sub Clause 17.5 & ITC sub Clause 17.6 [Submission, sealing & Marking of the Proposals]	27	Delete the ITC sub Clause 17.3, ITC sub Clause 17.5 & ITC sub Clause 17.6 [Submission, sealing & Marking of the Proposals].
39	196 253 340 162 367	TOR –Section Sub Para 3.5.2 TOR –Section Sub Para 3.5.17.(n)	124 129	In the first line of TOR sub Para 3.5.2, replace the Text “ Procurement of Stereo Satellite imagery data” with the following text; “ Procurement of Stereo Satellite imagery data in a corridor width of not less than 1.5. km either side of the proposed alignment centre line i.e. total width of 3.0 kms” In the second line of the TOR sub Para 3.5.17.(n), delete the text “ (to be given by DFCCIL).”
40	34 223 240	Sub Para 1.15 of Para-1-General conditions, below Notice Inviting proposal [NIT on line]-Part-1	10	Delete the sub Para with Following Text [shown in strike through here] The consultant (s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender DOCUMENT and not to stipulate any deviations, else, the offer may be liable to be rejected.

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
41		TOR-Section-7 sub Para 3.4.1.(i) [Scope for Stage-1-Desk top studies]	122	<p>Replace the sub Para-(i) containing text ; “ alignment is to be planned as green Field Project with option to go for Parallel to existing track to be used sparingly.” With the Following text;</p> <p>“Alignment is to be planned as green Field Project with option to go for Parallel to existing track to be used sparingly. Consultant shall explore the feasibility of laying the tracks along National Highways on existing land of Central/State Govt., Highways, NHAI to minimize the need for private land acquisition.”</p>
41.1		TOR-Section-7 sub Para 3.4.2 [Scope for Stage-1-Desk top studies]	123	<p>In the first-Second & Third line of the TOR sub Para 3.4.2, replace the text “Consultant is required to identify possible options for the proposed rail project and evaluate these in terms of technical, financial and economic, environmental, social and strategic terms.” with the Following text;</p> <p>“Consultant is required to identify possible options for the proposed rail project and evaluate these in terms of technical, financial and economic, environmental, social and strategic terms. In consultation with lead Bankers/Financing Agencies, Consultant shall submit Financing options including feasibility of Project financing through PPP/BOT/annuity model, for these Routes with analysis as to the Viability, practical ease of the financing options.”</p>
43	213	Serial no-8 [Cost of Tender document(Non refundable)] of NIT(On line)	8	<p>With a view to promote wider participation and ease of bidding, in terms of sub Rule-(iv) of General Finance Rules-2017 [GFR-2017]-Rule-161 [Advertised tender enquiry] ; no cost of tender document would be charged for the RFP documents downloaded by the Consultants of and;</p>
		Sub Para-3.1 of Letter of invitation-Section-1	14	<p>In the third column at serial no-8-[Cost of Tender document(Non refundable)] of NIT(On line), replace the contents with the following text; “Cost of tender Document-Nil”</p> <p>Delete the sub Para 3.1 of Letter of invitation-Section-1.</p>
44	215	Signature, wherever appearing in the RFP		<p>Append a note below the Signature Block(s) wherever appearing in this RFP e.g. below the signature blocks on Form-TECH-1 & Form-FIN-1 as under;</p>
	296			<p>Authorized Representative of the Lead member and Authorized Representatives of the constituent members of the of the Consultant JV/Consortium/Association shall preferably make use of “Wet signatures” while signing the various Forms related with Eligibility criteria-Section-3 and A-Technical Proposal-Standard Forms and B-Financial Proposal-Standard Forms-Section-4[as applicable], however aforesaid Authorized Representatives may, also, authenticate the aforesaid Forms by affixing their Digital Signatures, as defined under Sub section 2.1.(P), with asymmetric crypto system consisting of a private key for creating a digital signature and a public key to verify the digital signature; & in terms of section-3 of “Information Technology (Amendment) Act 2008” [herein after referred to as ITAA 2008].</p>

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
45		ITC Clause no. 14.1.2 BDS [Preparation of Proposals-Specific considerations]- Section-2-RFP-Package-1 & Annexure-A-KE of Section-3 – EQC-RFP-Package-1	37, 72-75	In ITC Sub Clause no. 14.1.2 BDS- Section-2 of RFP for Package-1, Replace the text “65 Man Months” with the following Text; “ 61Man Months ” and; In the eleventh column (PKG-1) of Rows at serial no-.09[Geophysical Expert-Position ID-A07] and at serial no-10 [Tunnel Experts-Position ID-A08] of Annexure-A-KE of Section-3 – EQC [RFP for Package-1, Package-2 & Package-3], Delete the Text “02” and; in the last row of Column corresponding to the ‘ PKG-1 ’ of the aforesaid Annexure-A-KE (Total Man Month), Replace the text “65” with the following text; “ 61 ”
46	245	Form FE-2[Financial Eligibility Criteria-2] of Section-3-EQC	66	A) In the first line of FORM-FE-2 replace the directional text in italics‘[<i>Total Contractual Receipts in crores of INR in previous five years (year 2014-15,2015-16,2016-17,2017-18,2018-19) and the current financial year (2019-20)</i>]’ with the following text ‘[Total Contractual Receipts in crores of INR in previous five years (year 2014-15,2015-16,2016-17,2017-18,2018-19)]’ B) In the superscript explanatory directional note-1(in italics), below the table of FORM-FE-2 replace the text “[<i>1- Period- previous five years (year 2014-15,2015-16,2016-17,2017-18,2018-19) and the current financial year (2019-20)</i>]” with the following text; ‘[1- Period- previous five years (year 2014-15,2015-16,2016-17,2017-18,2018-19)]’
47	252	Figure-2 [Control pillar details] related with TOR sub para- no. 3.5.4 of Section-7	125-126	In this direction, Replace the Figure 2: (Control Pillar Details) with the Figure appended as Annexure-Addm-3-5 of this Addendum no-3
48	258	TOR sub Para no. 3.6.9.4 (c) of Section-7 [Final Alignment Design including refinement of alignment]	139	In the fourth line of TOR sub Para no. 3.6.9.4(c), Replace the text “Contour interval of 0.5 meters for 1:2000” with the following text; “ Contour interval of 0.5 meters for 1:2500 ”

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
49	261	Clause no. 3.6.17.1[Staking of final Alignment] of Section-7-TOR TOR sub Para 3.6.18.3 [Access Roads and Muck dumping sites]	141-142 142	Supplement the TOR Sub para no. 3.6.17.1 with text, as under; “Staking of the centerline of final alignment using Control Pillars, as per the sketch, appended as Annexure-Addm-3-6 of this Addendum no-3: Supplement the TOR sub Para para no. 3.6.18.3 with text, as under; “Staking of the centerline of final alignment / Final Road Alignment using Control Pillars, as per the sketch, appended as Annexure-Addm-3-6 of this Addendum no-3:
50	267	TOR sub Para no. 3.9.1(xi)- Section-7 [Terms of reference-Traffic study]	150	In the TOR sub Para-3.9.1.(xi), Replace the Text “2017-18 and not 2011-12” with the following text; “2019-20 or 2020-21, whichever is available”
51	270	TOR sub Para Clause no. 6.3.(g), 6.4.(7) and 6.5.(1) of Section-7-TOR	154-156	1) In TOR Sub Para no. 6.3(g) of Section-2-TOR, Replace the Text “clauses 5.5 and 5.6” with “clauses 6.4 and 6.5” 2) In Sub Para-7 of the TOR Para clause no. 6.4, replace the Text <i>“Draft Alignment Report Stage I:The Draft Alignment Report Stage I shall be submitted within 60 days from date of commencement of work for the corridor..... (or d submit the Final Preliminary Alignment Report Stage – I.”</i> , with the following Text; “Alignment Report Stage 1: The Alignment Report Stage 1 shall be submitted as per the KD-3 –Annexure-1 to TOR [Appendix-A]- Time Schedule of Key Deliverable & Payment Schedule. The Client Approval of the KD-3 shall be in terms of note-5 below the Annexure-1 to TOR Appendix-A[as inserted vide Item no-53 of Addendum no-3]” 3) In TOR sub Para no. 6.5.1, replace the content of para <i>“Final Alignment Report Stage II: The draft Final Alignment Report Stage II shall be submitted within 180 days..... final acceptance of the Stage-II Report within 30 days of submission.’</i> with the following Text; ‘Alignment Report Stage-2:

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
				The Alignment Report Stage-2 shall be submitted as per the KD-4 –Annexure-1 to TOR [Appendix-A]- Time Schedule of Key Deliverable & Payment Schedule for the corridor. The Client Approval of the KD-4 shall be in terms of note-5 below the Annexure-1 to TOR Appendix-A[As inserted vide Item no-53 of Addendum no-3]”
52	229	SCC sub Clause 27.2 [Proprietary Rights of the Client in Reports and Records]	223	<p>Supplement the SCC sub Clause 27.2 [Proprietary Rights of the Client in Reports and Records], as under;</p> <p>All Intellectual Property Rights in the Contract Material [any Material created by the Consultant on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Contract and includes any modifications therein] ; vest in the Client.</p> <p>the Client needs to use any of the Auxiliary Material</p> <p>[i.e any Material, other than Contract Material, which is made available by a party for the purpose of this Contract, on or following the Commencement Date, and includes: Third Party Material; any modifications therein; or derivatives of that Material where such derivative work cannot be used without infringing the Intellectual Property Rights in the underlying Material];</p> <p>provided by the Consultant (including the Contract Material), in order to perform the Services, the Consultant grants to, or must obtain for, the Client, for a minimum period of three years after successful achievement of KD-16 [as stipulated in Annexure-1 to TOR-Appendix-A], a world-wide, royalty free, nonexclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Auxiliary Material;</p> <p>In addition to above, Consultant will retain the ownership of its pre-existing intellectual property rights. To the extent such pre-existing IPRs are included/incorporated in the Key deliverables, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the required purpose.</p>
53	237	Annexure-1 to TOR[Appendix-A]-Section-8-4	232	<p>Add a new Note 5 below Anexure-1 to TOR;</p> <p>“The Consultant’s submission against Key deliverables shall be approved by the client no later than 21 days after formal submission by the Consultant or further submittals by the Consultant in response to further clarification or documentation is sought by the Client in writing.”</p>
54	249	Serial no- (XVI) [Level crossing] of TOR Sub Para 3.1.[Technical Parameters]	120	At serial no-(XVI)[Level crossing] of TOR sub Para 3.1, substitute the contents of column-3 [Provisions] with the following Text;

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
				“Feasibility & Viability [i.e. Technical & Financial] of ways to eliminate The existing level crossings shall be explored and suggested by the consultant.”
55	56 250 254	TOR sub Para 3.2.1 [Scope of Consultancy Work-General] TOR sub Para 3.6 [Scope Stage – 3: Detailed Final Location Survey including Aerial LiDAR Studies and other detailed studies]	121 130	In the lat but one line of the TOR sub Para 3.2.1, replace the text “ <i>Detailed Design Engineering</i> ” with the following text; “Design to meet the requirements of (i) Preparation of Abstract Estimate- KD-11, (ii)-Completion of GADs & Preliminary design of Structure-KD-12, (iii) KD-13 & (iv) Detailed cost Estimate-KD-15.” Substitute the content of TOR sub Para 3.6 with the following text ; “After finalization of the preliminary alignment, the consultant shall further refine the alignment in the selected alignment corridor by undertaking detailed Final Location Survey using Aerial LiDAR technology along with establishment of additional Ground Control Network (if required), Pillar fixing, Hydrological Survey (wherever required), geological mapping, geotechnical investigation and Design to meet the requirements of (i) Preparation of Abstract Estimate- KD-11, (ii)-Completion of GADs & Preliminary design of Structure-KD-12, (iii) KD-13 & (iv) Detailed cost Estimate-KD-15. For doing this, the consultant shall undertake the following:”
56	257 322	TOR sub Para 3.6.8.7 [related with Study of Shear Wave Velocity profile (Vs30) through Multi-Channel Analysis of Surface Waves (MASW) technique]	138	In the 4-5 th line of TOR sub Para 3.6.8.7, substitute the text “at various Bridge locations” with the following Text; “at the locations of Important Bridges and at those locations, where adequate details like bed rock profile, sub surface strata and soil properties or details regarding existing fault zones are not ascertainable from the Bore Hole Data, e.g. but not limited to ;(i) portals of tunnels, (ii) Major bridge, (iii) formations with deep cuttings and high fillings.”
57	261	TOR sub Para 3.6.18.2 [Access Roads and Mud dumping sites]-Section-7	142	In the fourth line of the content of the TOR sub Para 3.6.18.2, Replace the text “Plan and L-section as per Indian Railway Engineering Code “ with the following text; “ Plan and L-section as per relevant / applicable Codes e.g. Indian Road Congress [IRC code]”
58	296	ITC sub Clause 5.3 BDS [Corrupt & Fraudulent Practice]	35	Supplement the IT sub clause 5.3 The Pre Contra Integrity Pact can be executed by the Parties resorting digital signature , in terms of item no-44 of his Addendum no-3.
59	25 172	Note below Annexure-A KE(Ref ITC sub Clause 21.1 Data Sheet)-Section-3	75	Replace the content of the Note with the following Text; “While, In terms of ITC sub Clause 11.1 BDS, Participation of Sub consultants, Key Experts and non-Key Expert in more than one Proposal is permissible but in the

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
	297			hypothetical case of a Consultant, submitting proposals for and being awarded with all the three Packages with the same set of Sub Consultants, Key & non Key Experts, such Consultant, after award of all the three aforesaid Packages, shall be required, in case of at least two Packages, to submit separate sets of CVs for all the common Key & non Key experts and Sub Consultants' Experts [cited by the consultant for those two Packages] for Client's approval after evaluation with a view to fulfill the Consultant's obligation of simultaneously, deploying separate teams of Experts for each package."
60	301	The Note-4 below the 'Annexure-1 to TOR (Appendix-A)-Section 8-4	232	<p>Supplement the 'Note-4 below the 'Annexure-1 to TOR (Appendix-A)-Section 8-4' with the following text;</p> <p>For the purpose of releasing the Payment to consultant in terms of relevant RFP provisions, the above referred 'Segments', not less than 25% of the entire route KMs (RKMs) i.e. not more than four stand alone segments which added shall form the entire Package route length, with respective weightage of the accepted contract amount shall be proposed by the consultant in 'Inception report'[KD-1, at serial no-2,above] and duly, approved by the Client.</p> <p>The Provision for release of pro rata Payment for the Consultant's submittals, completed & submitted by the Consultant so as to complete the requirement of the respective KD for the entire Package within the stipulated time lines [Col-4 – Cumulative time in months] and approved by the Employer shall not apply to KD-8 [Completion of Alignment design], KD-11 [Submission of Interim Abstract Estimate Report to facilitate Sanction from Railway Board], KD-13[On submission of Signaling & Telecom. and Electrical Engg. including System Plans (S&T and OHE), cost estimation and BOQ along with train operation plan], KD-14[On submission of Environmental and Social Study Report], KD-15 [Submission of Draft DPR including Detailed Cost Estimate, Financial and Economical Appraisal] and KD-16 [submission of Final Report incorporating comments of Client].</p>
61	299	Additional Note-B, below 'Annexure-1 to TOR (Appendix-A)-Section 8-4	233	<p>In the 4th to 6th line of Additional Note-B, below 'Annexure-1 to TOR (Appendix-A)-Section 8-4;</p> <p>Delete the text “ However, if the delay is recovered in the next key date (s), the damages may be waived off by the competent authority on the request of the Consultant.”</p>
62		TOR sub Para 3.7.2.1 [Scope of Electrical Engg. study]	146	<p>Contents of TOR Sub Para Para 3.7.2.1 shall be replaced with the following text:</p> <p>“Study of track alignment plans of entire route for preparation of OHE plans & drawings. Preparation of GADs, schematic layouts for TSS/SP/SSP (open route)/SSP(station), OHE structures, mapping of PSI posts on the alignment plan, typical layouts for PSI & traction SCADA and other associated drawings as required etc”.</p>
63	407	TOR sub Para 3.7.2.3 [Survey & Identification	146	Para 3.7.2.3 shall be replaced with the following text:

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
		of overhead , over ground & underground utilities along the proposed alignment]		<p>Survey & identification of overhead, over ground & underground utilities along the proposed alignment.</p> <p>Large number of overhead, surface & sub-surface utility services viz. electrical transmission lines, electrical distribution lines/poles etc. are anticipated to be existing along the proposed alignment.</p> <p>The scope covers survey, identification of infringements like:</p> <p>a) Electrical lines of different voltage class namely LT, HT, EHT etc. belonging to Central/State Govt. authorities or their undertakings, private entities, including electrical connections for bore well/tube well for agriculture purposes or otherwise.</p> <p>b) Railway OHE installations</p> <p>This survey would be both for above such utilities on the ground or above ground, either crossing or running parallel to the proposed corridor width defined in the following paras:</p> <p>Utility service on the Ground or above Ground: The details of existing utility services on the ground or above ground shall be picked up through total station/DGPS & visual inspections. All identified utilities shall be surveyed for accuracy by DGPS/DGPS control points to be fixed by the agency. All identified utilities shall be marked on proper UTM co-ordinates.</p> <p>Details would include voltage class, ground clearance, span length. Coordinates of tower/pole at entry & exit of RoW, crossing (feeder/line) particulars, village/tehsil/district in which the electrical line/crossing falls, Utility owner particulars amongst others.</p> <p>For underground utility the details inter alia would include type of utility, depth, material, co-ordinates at entry & exit of RoW, crossing particulars, village/tehsil/district in which the crossing falls, Utility owner particulars amongst the others.</p> <p>Above details should be supported by good quality photographs of identified infringing utility services properly indexed (along with soft copies). Consultant to select the critical crossings requiring modifications/shifting considering DFCCIL SSOD/Ministry of Railway guidelines (with latest revisions) and estimated cost therein utility wise. All crossings 66kV & below shall be underground.</p>
64	NIL	TOR sub Para 3.7.2.5	147	Please insert in the last row “ non-traction SCADA etc.” after guidelines.
65	NIL	TOR sub Para 3.7.2.7	147	<p>Para 3.7.2.7 shall be replaced with the following text:</p> <p>Based on the proposed location of TSS, SPs, SSPs & AT and operation control center (OCC), development of maintenance facility chart depicting the maintenance depots both for OHE & Power Supply Installation (PSI) and location of tower wagon (TW) sheds & other maintenance vehicles alongwith necessary M&P/T&P/spares etc considering mechanized maintenance approach of DFCCIL.</p>
66	409	3.7.2.8	147	Please delete “ESP/” in the 2nd row.

Sn	Quarry no	Clause no	RFP-1 Page no	Amendment
67	NIL	TOR sub Para-4.3, 6.5.32 & 6.5.33	151 & 158	In the 6 th & 9 th line of TOR sub Para 4.3 [Project Cost Estimate], TOR sub Para 6.54 and In the 2 nd line TOPR sub Para 6.5.32 & 6.5.33 [Final Alignment report Stage-3, Please delete the Text “diesel traction” .
68	411	TOR sub Para 3.9.1 [Terms of references Traffic study]	149	Insert a new TOR sub Para 3.9.1.1 , below the existing TOR sub Para 3.9.1 [Terms of references Traffic study], as under; TOR-Traffic Study, inter alia, shall also include; <ul style="list-style-type: none"> I) Seven days classified volume count of vehicles on important highways of the area to assess potential of traffic likely to move on proposed DFC. II) 3 days O D survey of the expected traffic at volume count locations. III) Industrial survey of the area to assess potential of traffic. IV) Transport operators survey, ports survey to identify preferable mode of choice. V) Speed delay, traffic congestion study. VI) Axle load survey

Annexure-Addm-3-1**Form-TECH-2B [3.(a), 3.(b) , 3.(c) & 3.(d)]****Experience Eligibility****[Experience Eligibility Criteria-Separate for -3.(a), 3.(b) , 3.(c) & 3.(d)]**For RFP no & Date-**2020/HQ/EN/PWC/Future Corridor/RFP/DPR/Package-1, dated 04-05-2020**

Bidding consultant's / Lead Partner & Each Partner's Name-

Technical Eligibility criteria- **3.(a), or 3.(b) , or 3.(c) or 3.(d) -[✓]** whichever is applicable

sn	Description of Project* – completion/ Substantial completion ² of which claimed by Claiming entity <i>*mention involved Route km clearly</i>	Contract Agreement number & Date	Quantity ¹ executed e.g. Lengths in Route [RKM] & other details w.r.t Technical Eligibility criteria	Commencement Date &; Completion date	Role on the Assignment ; As Prime Contractor JV/Consortium Partner* <i>* [if Yes)- Mention % Participation & Role in JV/Consortium]</i>	Accepted Contract Amount and ; Contractual Payment received by the Claiming entity	Physical Completion * <i>(claimed by the claiming entity)</i> Status-expressed in % terms <i>*also mention involved Route km clearly</i>	in submitted Document substantiation	Documents placed at Page no — Of proposal
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]

Note [for superscript]

- 1- In Case of TECH-2B, in compliance of Technical Eligibility criteria 3.(b), mention, in Col-4, the following Contract wise details [with documentary evidence-Col-9 & 10] like;
 - (i).Aggregate lengths of Tunnels handled;
 - (ii). Details of important Bridges, Major Bridges and Viaduct/ Rail Fly overs handled, expressed in Length [RKM].
- 2-
 - 1- Completed – shall mean release of 100% Contractual payments to the Bidding Consultant.
 - 2- Substantially completed – shall mean release of 80% contractual payment to the Bidding Consultant

Signature on Claiming entity/ Firm's round Stamp	
Name	
Designation	
Partner-Firm	
E Mail ID	
Countersigned by Authorized Representative of the JV/Consortium/Association, on the Consultant's round stamp.	

Annexure-Addm-3-2

Form GEN -1.1: Consultant Information Form

[to be filled in by Lead Member of the Consultant JV/Consortium/Association]

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

Reference RFP No.: *[insert Brief description of Work with RFP no.]*

Consultant's legal name <i>[insert full legal name]</i>
In case of Joint Venture (JV)/ Consortium , legal name of each partner: <i>[insert full legal name of each partner in JV/ Consortium]</i>
Consultant's country of constitution: <i>[indicate country of Constitution]</i>
Consultant's year of constitution: <i>[indicate year of Constitution]</i>
Consultant's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Consultant's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert Cell phone Number, telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate E-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above. <input type="checkbox"/> 2. Authorization to represent the firm or JV/ Consortium named in above, in accordance with ITB 1.9m) BDS in the Form POA-2. <input type="checkbox"/> 3. In case of JV/ Consortium, a firm JV/ Consortium Agreement ^{*1} , in accordance with ITB 1.(m)BDS & Form POA-1 <input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above. Note *1: In continuation with the Letter of Intent to form a JV/ Consortium, as submitted along with the Pre-qualification Application, a firm Agreement among the JV/ Consortium Partners is required to be submitted in Original defining the Scope of Work of each of the JV / Consortium Partners, % share in the JV/ Consortium, joint & several responsibilities by all the JV/ Consortium Partners as per the format provided in Section 3: Bid Forms in Volume I.

Annexure-Addm-3-3**Form Gen-1.2: Consultant Partner [Other than Lead Member] Information Form**

[The following form shall be filled in for the Consultant's partners including partner(s) of a joint venture, subcontractors, suppliers and other partners]

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

Reference RFP No.: *[insert Brief description of Work with RFP no.]*

JV/ Consortium Consultant legal name: <i>[insert full legal name]</i>
Consultant Partner's legal name: <i>[insert full legal name of Consultant partners]</i>
Consultant Partner's country of registration: <i>[indicate country of registration]</i>
Consultant Partner's year of constitution: <i>[indicate year of constitution]</i>
Consultant Partner's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Consultant Partner's authorized representative information Name: <i>[insert full legal 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>[indicate E-mail address]</i>
Attached are copies of the following original documents. <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 1.(m) BDS in Form POA-1. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Annexure-Addm-3-4

PARENT COMPANY GUARANTEE (PCG)

[To be submitted by the Consultant [Lead Member & Other Constituent Member] & Consultant's Sub Consultants]

WHEREAS:

- (A) The Client invited sealed bid for the Procurement of Consultancy & related Services under the RFP for inviting sealed Proposals from eligible consultants for the Works;

‘Consultancy & related Services for the preparation of Detailed Project Report (DPR), inclusive of Preliminary alignment development, optimization of Alignment, Final location survey (FLS) including Geo Technical survey, Geological mapping & Hydrological Survey, preparation of Land Plans on Revenue Maps and also, inclusive of study for 2X25 KV Electrification, study for Signaling catering to ETCS-2, Study for Communication, all discipline [e.g. Civil, Electric & S&T] Quantity and Cost estimation, Environmental and Social impact Study, Maintenance study & Traffic study-FIRR & EIRR, Market demand survey, Cost Benefit analysis, Study regarding intermodal Transport Integration for New Dedicated Freight Corridor (DFC) namely ;[Strike whichever is not applicable]

- i East-Coast Corridor comprised of Section- Kharagpur to Vijayawada (1115 RKM)’- **RFP No.- 2020/HQ/EN/PWC/Future Corridor/RFP/DPR/Package-1** dated 04-05-2020; for Package-1[hereafter referred to as “RFP-1”] with Addendum no-1 dated 26-06-2020.
- ii. East-West Sub Corridor comprised of sub Corridors-Bhusaval-Nagpur-Kharagpur- Dankuni (1673 RKM) and sub Corridor -Rajkharswan-Kalipahari-Andal-(195 RKM)’- **RFP No. 2020/HQ/EN/PWC/Future Corridor/RFP/DPR/Package-2** dated 04-05-2020; for Package-2[hereafter referred to as “RFP-2”] with Addendum no-1 dated 26-06-2020.
- iii. North-South sub Corridor comprised of Section- Vijayawada- Nagpur - Itarsi (975 RKM)’-RFP No.- 2020/HQ/EN/PWC/Future Corridor/RFP/DPR/Package-3 dated 04-05-2020; for Package-3 [hereafter referred to as “RFP-3”] with Addendum no-1 dated 26-06-2020.

(B) The Consultant {either singly or in joint venture/Consortium with _____, _____ and _____ vide the Joint Venture /Consortium Agreement dated _____} ¹ has submitted the Proposal.

(C) In accordance with ITC 6.1 [Eligibility] BDS & Technical Eligibility Criteria Para-3, the Consultant has proposed in its Proposal, the Consortium/JV/Association- Lead member/ Constituent Member/Sub Consultant [as applicable] _____ (Parent Company/Subsidiary) for the implementation of the Services[as defined under GCC sub Clause 1.(t)] _____ and utilizes the Experience of _____ its (Parent Company/Subsidiary) to meet the Technical Eligibility Requirement Para 3.(a), 3.(b), 3.(c) & 3.(d)Section 2: Evaluation and Qualification - Stage 3: Evaluation of Compliance with the Qualification Requirements Factor 3.2(e) Form EXP3.

(D) In compliance to the requirement of ITC 6.1 BDS, the Consultant submits Parent Company Guarantee for using the experience of its Parent Company or Subsidiary as under:

THIS GUARANTEE (“Guarantee”) is issued on the ____ day of _____, ____ by _____, by a Company organized and existing under the laws of _____ having its Registered Office at _____ (hereinafter referred to as the “**Guarantor**”) in favour of Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), 5th Floor, Supreme court Metro Station Building Complex, New Delhi, India - 110001 (hereinafter referred to as “**Client**”).

- (A) The Lead member/Constituent member/Sub Consultant [*whichever applicable and cited as constituent Member of the Consultant consortium*] [hereafter referred to as Subsidiary Company or relevant Party]-----[name of the Subsidiary company/relevant Party] is desirous of using the eligibility criteria, qualifications and / or experience of the {Guarantor and / or------(the “**Parent Company**” , also referred to as Guarantor) of the Relevant Party for the purposes of due satisfaction of the Technical Eligibility criteria and requirements stipulated under the RFP Documents.
- (B) Pursuant to the terms of the Bid, the Guarantor has agreed to provide a guarantee to the Client in accordance with the terms hereof *inter alia* in order to secure the due performance of relevant Party/ Subsidiary company, in the event that the Consultant [comprised by Lead member/Constituent member/Sub Consultant]is selected , in terms of ITC 30.1 BDS, for the Services i.e. for the due performance /successful implementation of the Contract (“**Contract**”) [between Consultant & DFCCIL-Client; for the Services, as defined under SCC sub Clause 1.(t)].
- (C) The Guarantor is the legal and beneficial owner of _____% (_____ percent) (the “**Shares**”) of the total fully paid up share capital of the Lead member/Constituent member/Sub Consultant [*whichever applicable*]/Subsidiary company.
- (D) At the request of the Lead member/Constituent member/Sub Consultant [*whichever applicable*], the Guarantor has agreed to provide this Guarantee in accordance with the terms hereof.

NOW IT IS HEREBY UNDERTAKEN AND AGREED AS FOLLOWS: -

1. In consideration of the Client entering into the Contract with the Consultant {either singly or in joint venture/Consortium/Association with _____, _____ and _____}², the Guarantor hereby undertakes to the Client that, without the written consent of the Client, it shall not:
 - (a) Sell, transfer and / or otherwise dispose of or deal with the whole or any part of the Shares in any way which will affect the beneficial ownership and control of the Guarantor in the Lead member/Constituent member/Sub Consultant [*whichever applicable*];
 - (b) create or attempt to create or agree to or permit the creation of any security and / or charge and / or encumbrance on the Shares in favor of any person; and the creation of any security and/or charge and / or create any lien and / or encumbrance or an attempt to create any of the above on the Shares without the prior written consent of the Client shall be null and void and shall be deemed to be a breach of this Guarantee; and,
 - (c) Take any action which directly or indirectly may result in the Consultant {either singly or in joint venture/Consortium/Association with _____, _____ and _____} being unable to comply with its obligations or perform in any way the execution of the Contract.
2. {The Guarantor hereby irrevocably and unconditionally guarantees, undertakes, covenants and / or confirms to the Client, that the Guarantor shall do all acts, deeds, matters and things in order to ensure that the Subsidiary shall at all times continue to be the Related Party and that the Subsidiary shall not transfer, assign, dispose of, pledge, charge or create any lien or in any way encumber any shares, in any manner whatsoever, which directly or indirectly, is in contravention of any of the terms and conditions of the Guarantee. For the purposes of this clause, the term “**Related Party**” means, in relation to the Technical Eligibility criteria-Form-TECH-2B, the entity which claims the credentials of Parent company. The term “**control**” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise.}³
3. In the event, that the Guarantor acquires / receive any additional shares in the Lead member/Constituent member/Sub Consultant [*whichever applicable*], at any time subsequent to the date of execution of the Guarantee, the Guarantor shall immediately upon receipt / acquisition of any additional shares issued by the Lead member/Constituent member/Sub Consultant [*whichever applicable*], inform the Client and continue to maintain the legal and beneficial ownership over such additional shares during the subsistence of this Guarantee.
4. The Guarantor hereby irrevocably and unconditionally guarantees to the Client that Lead member/Constituent member/Sub Consultant [*whichever applicable*]/Subsidiary company shall perform its obligations in relation to the Works under the terms and conditions of the Bid Documents and / or the Contract and agrees to provide further comfort letters / undertakings / guarantees, if so desired by Client, in terms of the RFP Documents.

5. The Guarantor unconditionally and irrevocably guarantees to the Client that it shall make available or cause to be made available to the Subsidiary company all financial, technical and other resources as may be required and shall do all acts, deeds, matters and things so as to ensure that the Subsidiary company can duly carry out its obligations as per the terms and conditions of the RFP Documents and / or the Contract and the Guarantor hereby covenants, confirms and undertakes that the Subsidiary company shall at all times fully and effectively discharge the obligations under the terms and conditions of RFP Documents and / or the Contract, including by discharging the obligations within the time and cost so stipulated.
6. The Guarantor hereby agrees that in the event that the Subsidiary company, in any respect commits any breach and / or default or fails to fulfill any of the terms of the Bid Documents and / or the Contract, then the Guarantor will forthwith perform the same and fulfill all the obligations required under the terms and conditions of the Bid Documents and / or the Contract on behalf of the Subsidiary Company without any extra cost and time implications. For the avoidance of any doubt, it is hereby clarified that the existence of any breach and / or default of the terms and conditions of the Bid Documents and / or the Contract shall be at the sole discretion of the Client which shall be final and binding on the Guarantor and the Guarantor shall duly perform its obligations under this Guarantee, without any demur, protest, contest and / or delay whatsoever.
7. The Guarantor further undertakes to indemnify all losses, damages, expenses, claims, costs and proceedings which may be suffered or incurred by Client due to the failure or breach on the part of the Guarantor to comply with the terms of this Guarantee or any other agreements to which it is a party; and/ or any of its obligations being or becoming void, voidable or unenforceable for any reason, under this Guarantee.
8. The Guarantor assures and undertakes that during the term of the contract or of any guarantee for performance as per the contract, the Guarantor shall continue to be the parent company of the Subsidiary company and the Guarantor's liability shall not be affected due to any incapacity or lack of power or legal personality or change in the status of the Guarantor and / or the Subsidiary Company.
9. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall remain in full force until all the obligations under the Contract have been fully performed and discharged and / or all sums of money payable to the Client have been fully paid under the Contract. The Guarantor further undertakes to perform forthwith without insisting on any proof of breach and / or default of the terms and conditions of the Bid Documents and / or the Contract by the Specialist Manufacturer and purely relying on Client's written demand.
10. The liabilities of the Guarantor under this Guarantee shall remain in full force and effect and shall not be discharged, diminished or otherwise affected by: -
 - (a) Any change in the charter documents, articles of association, memorandum of association or bye – laws or constitution of the Specialist Manufacturer or the Guarantor;
 - (b) Any time, indulgence, waiver or consent given to the Specialist Manufacturer by the Client;
 - (c) Any amendment to the Contract and to any supplemental agreement and / or arrangement thereto agreed between the Client and the Specialist Manufacturer or any security or other guarantee or indemnity to which Specialist Manufacturer has agreed; and.
 - (d) The dissolution, amalgamation, reconstruction or reorganization of the Specialist Manufacturer and / or the Guarantor.

11. NOTICE:

Any notice, demand, declaration, or other communication to be given by the Client or the Guarantor to the other shall be in writing, in English language and delivered in person or by air mail or by courier services or by facsimile or by e-mail to the person given below or to such other person as they may from time to time designate by notice to other: -

For Contractor	
Attention of <i>(Insert Name)</i>	
Designation	
Mailing Address	
Email address	
Telephone/ Fax Nos	

For Guarantor	
Attention of <i>(Insert Name)</i>	
Designation	
Mailing Address	
Email address	

Telephone/ Fax Nos	
For Client	
Attention of (<i>Insert Name</i>)	
Designation	
Mailing Address	
Email address	
Telephone/ Fax Nos	

12. GOVERNING LAW AND JURISDICTION:

In terms of SCC sub Clause 1.1.(b) & 3.1 of RFP, this Guarantee shall be exclusively governed by and construed in accordance with the laws of India with Jurisdiction, in terms of SCC sub Clause 45.1, of Delhi Court of adequate Competence.

13. SUBROGATION

The Guarantor hereby confirms, undertakes and covenants with the Client that:

- (a) it shall not, in the event of the liquidation of the Specialist Manufacturer prove in competition with the Client in any liquidation proceeding; and,
- (b) it shall have no right of subrogation or indemnity against the Specialist Manufacturer nor shall they exercise any such rights available to them under applicable law, to claim any sum relating to the obligations from the Specialist Manufacturer, including those of subrogation and of proof in the insolvency of the Specialist Manufacturer and shall hold the benefit of any such rights for the Client.

14. DISPUTE RESOLUTION

Any Dispute arising in connection with or arising out of this Guarantee, during the execution of the Contract, shall be settled by Institutional Arbitration, if the dispute cannot be settled under amicable settlement. Unless otherwise agreed by the Parties, the arbitration shall be under the International Chamber of Commerce (ICC) rules with Delhi, as venue & Seat of Arbitration.

The Governing Law shall be The Arbitration and Conciliation Act 1996 as amended by The arbitration and Conciliation (Amendment) Act, 2019 (33 of 2019)

The Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with any dispute arising out of or in relation to this Guarantee.

- 15. This Guarantee may be executed in one or more counterparts, all of which shall be read and construed as one document and any fax copy or scanned copy or print of a scanned copy of a signed Guarantee shall be deemed to be an original signature.
- 16. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Client consents to the same in writing.
- 17. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Client's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
- 18. Waiver of any breach or failure to comply with any provisions of this Guarantee shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Guarantee, unless any such waiver has been consented to by the concerned party in writing.
- 19. This document has been executed by a duly authorized signatory on behalf of the Guarantor having the requisite power to do so.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor,
Name
Designation

(Signature)

[To accompany of Power of Attorney for Authorised Signatory of the Parent Company along with the extracts of the Minutes of the Meeting of the Board of Directors of Parent Company/Subsidiary]

For and on behalf of Consultant,
Name

(Authorised Signatory)

THE COMMON SEAL OF Was affixed hereto in the presence of: Witness 1	Witness 2
Signature	Signature
Name:	Name:
Designation:	Designation:
Address:	Address:
Date:	Date:

Notes: (For preparation of but not for inclusion in the engrossment of this guarantee): Guarantee should be supported by certified true copies of the resolutions of the Board of Directors / governing body of the Guarantor duly authorizing its authorized signatory to execute the guarantee.

Annexure-Addm-3-5

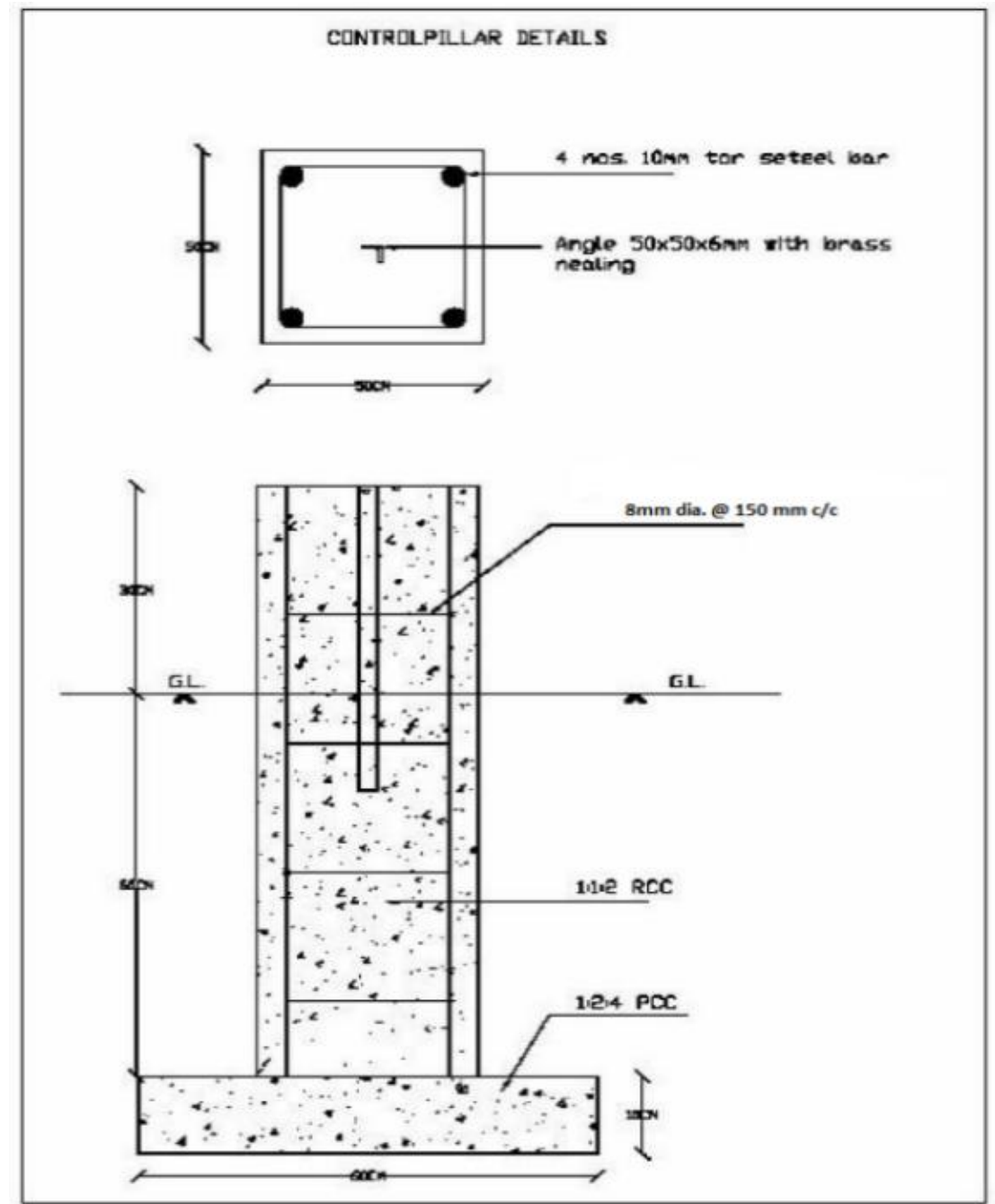


Figure-2[Control Pillar details]TOR Para 3.5.4[Establishment of Permanent control points]

Annexure-Addm-3-6

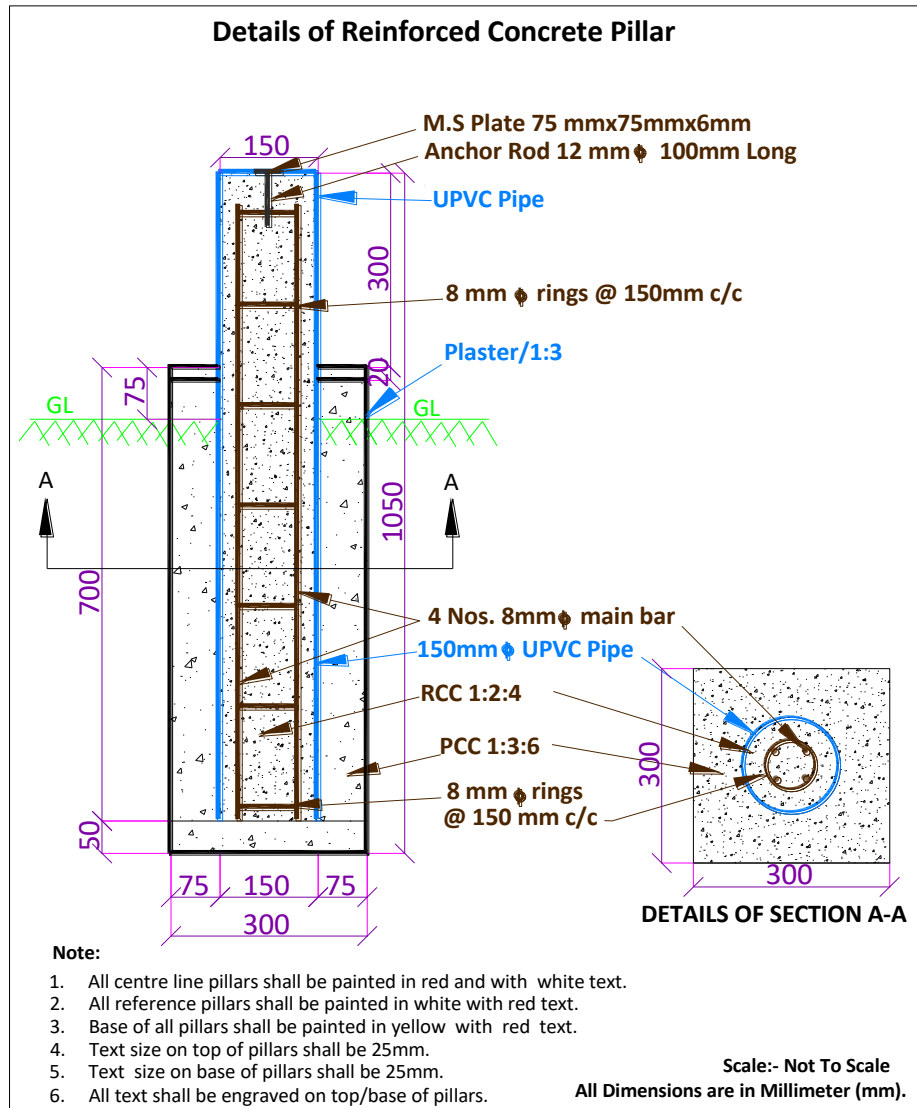


Figure-2-Controll pillar details[TOR Para-3.6.17.1.(Staking of Final Alignment)]