

**DEDICATED FREIGHT CORPORATION OF INDIA LIMITED [DFCCIL]**

(A Govt of India Enterprise)

**Addendum no-2 dated 27-08-2024**

**Expression of interest for the;**

**Empanelment of eligible consultants / Firms for undertaking consultancy services for Detailed Project Report (DPR) / Detailed Design Consultancy (DDC) including ROB for the Projects of Indian Railways- EOI Notification no- HQ/EN/WC/EDAM(EOI)/1/2024/Phase-2/Round-1dated 31-07-2024 [EOI-1]**

**Empanelment of eligible consultants / Firms for undertaking consultancy services for the Project Management Consultancy Service for Indian Railway (IR) Projects- EOI Notification no- HQ/EN/WC/EDAM(EOI)/2/2024/Phase-2/Round-1dated 31-07-2024 [EOI-2]**

**Ref-**

- a) In addition to above cited EOI notifications [ EOI-1 &2] dated 31-07-2024, the subsequently issued notifications, are as under;
- i) Notification No- HQ/EN/WC/EDAM(EOI)/1/2022 dated 05-08-2024- ‘Communication of ‘Webex Link’ for Participation in the Pre-EOI Conference, through VC, to start at 11:30 hrs on 07.08.2024.’
- ii) Addendum no-1 dated 12-08-2024

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Sn	Clause no	EOI-1 Page no	EOI-2 Page no	Amendment
1	Col no-6 [Relevant Experience (Minimum)] at Serial no-2 (Survey Expert) of sub Clause 2.4 (Key personnel on the permanent payroll of the Consultant)	19 of 42	18 of 43	In Column no- 6 [Relevant Experience (Minimum)] at Serial no-2 (Survey Expert) of sub Clause 2.4 (Key personnel on the permanent payroll of the Consultant), the following Text ;  “05 years professional experience in the field of Topographical survey / Final Location Survey& Finalization of Alignment of Railway / Regional Railway Project/High Speed Railway / LRT/ Metro Railway Projects, out of which minimum two Years’ Experience in the above stated Topographical survey / Final Location Survey”.  Shall, now, be read as under;  “05 years professional experience in the field of Topographical survey / Final Location Survey& Finalization of Alignment of <b>National Highway Projects</b> / Railway / Regional Railway Project/High Speed Railway / LRT/ Metro Railway Projects, out of which minimum two Years’ Experience in the above stated Topographical survey / Final Location Survey”.
2	Form-2 (Net worth)	26 of 42	26 of 43  28 of 43	<b>In the Form no-2 &amp; 3, Add the following note, below the already existing Notes on the respective Forms, ;</b>  <b>In the col no-2 (FY-1 2023-24)- Form-2Net worth (NW) and in the col no-2 (FY-1 2023-24) of Form no-3 (Average Annual turnover), the amount in INR</b>

Sn	Clause no	EOI-1 Page no	EOI-2 Page no	Amendment
	Form -3 (Average Annual Turn over)	28 of 42		<p>may be expressed on self-assessment basis but duly certified by the Chartered Accountant, in case the audited (by Statutory Auditor) Balance sheet is not available for correct filling in the column.</p> <p><b>In the Form-3, delete the Note no-2</b> beginning with the text “In Case the Consultant fails to submit Average Annual turnover for the” .... And ending in the text “the Consultant shall be awarded ‘Nil’ marks on this parameter during Evaluation.”</p>
3	Note 3.(i).(a).(vii) below sub clause 2.6	15 of 42	15 of 43	<p>Add a Fresh sub Note (i) to Note no-3.(i). (a).(vii) [EOI-1] and to note 3.(i). (vii) [EOI-2], as under;</p> <p>In case, the attached Client Experience certificate does not show the Participating percentage of the respective JV members, the EOI Applicant shall attach a <b>self-certificate</b> mentioning that ;</p> <p>“</p> <p>(i) Name of Work, (ii). Contract Agreement number Dated , (iii) Client, (iv)-EOI Applicant –(mention Name of JV);</p> <p>We (the EOI Applicant---) aver , as regards the JV Constitution, as under;</p> <p>a. Lead Partner- Name of entity, address, contact details; Participation percentage;</p> <p>b. First Partner-Name of entity, address, contact details; Participation percentage;</p> <p>c. Second Partner -Name of entity, address, contact details; Participation percentage.”</p> <p>the self-certificate shall be jointly signed by the Consultant (Authorized representative of the JV) and Chartered Accountant who, incidentally, also signs the form- 2 &amp;3, along with the self-attested Copy of the JV agreement executed for that Claimed work.</p>
4	Sub Clause 2.1.1 [Invitation for EOIs]	2 of 42	3 of 43	<p>Insert the following <b>new sub clause 2.1.1.1</b>as below ;</p> <p>i) Or,</p> <p>The Participating Consultant (registered in India), desirous of claiming the experience of their Parent Company, submits an unreservedly given <b>Parent Company Guarantee (PCG)</b>, in the format attached as <b>Form-11(attached as Annexure-1 to this Addendum no-2)</b> to this EOI Document, by their Parent Company which is, also, required to be registered in India.</p> <p>ii) Post empanelment ,if it happens in case of the Consultant submitting the PCG, the validity of such unreservedly given Parent Company Guarantee shall, invariably, apply with equal vigor to the Indian Railway future Consultancy Tenders /Contracts (in case awarded to the Consultant referred in this sub-Para) for the entire stipulated and as subsequently extended Completion periods of such future IR Contracts and the aforesaid Validity of PCG whichever is the later. The aforesaid validity of PCG ,in no case, shall be less than the minimum two Year Period from the date of issuance of the PCG.</p> <p>iii) In furtherance to sub para 2.1.1.1.(ii) above, Subsidiary Consultancy Company ( only in case of the Parent Company providing ‘Parent Company Guarantee’ in <b>Form-11</b>) <b>may borrow</b>, for a <b>minimum</b></p>

Sn	Clause no	EOI-1 Page no	EOI-2 Page no	Amendment
				<p><b>two Year empanelment period and as further extendable</b>, to meet the requirements of execution of any IR Consultancy Contract, awarded, post empanelment to the aforesaid subsidiary Consultancy Company, the Key Personnel on the permanent payroll of the aforesaid Parent Company. Such subsidiary Consultancy Company, after successfully borrowing from the Parent Company, may, in fulfilment of the eligibility requirements, as mentioned vide sub section 2.4 [Key Personnel on the Permanent Pay roll of the Consultant] of Annexure-1 to EOI Document-Section-2, must reflect such borrowed Key Personnel in format appended as Form-5 and furnish CVs of such Borrowed Key Personnel in Form-8.</p> <p>The aforesaid subsidiary Company shall submit a certificate, in the aforesaid 'Parent Company Guarantee', from their Parent Company to establish that Key personnel, referred therein, have been loaned to the Subsidiary Company for a minimum two year (further extendable, as required to meet the requirements of execution of any awarded Consultancy Contract) Borrow period.</p> <p>Such Key Personnel Borrowed from the Parent company <b>shall be deemed to be on the Permanent Payroll of the Wholly owned subsidiary of the aforesaid parent company.</b></p>
5	Sub Para 2.5.1 & 2.5.2 [Eligible Work-DPR & DDC including ROB (EOI-1) & PMC (EOI-2), (as applicable)]	12 & 13 of 42	12 & 13 of 43	<p>1. The relevant extract of para -2.5.1 as under;</p> <p><b>“Minimum two Works of Project Feasibility Studies/Detailed Project Report (DPR) Works, each, for Railway / Regional Railway Project/High Speed Railway / LRT/Metro Railway/DFCCIL Project in India or outside India.....”</b></p> <p>Shall now read as under;</p> <p>Minimum two Works of Project Feasibility Studies/Detailed Project Report (DPR) Works, each, for Railway / Regional Railway Project/High Speed Railway / LRT/Metro Railway/DFCCIL Project and for <b>other Indian Railway PSUs</b>, in India or outside India.....”</p> <p>2. The relevant extract of para -2.5.2 as under;</p> <p><b>“Minimum two Works of Detailed Design, Consultancy Services including ROB for Railway / Regional Railway Project/High Speed Railway / LRT/Metro Railway/DFCCIL Project in India or outside India.....”</b></p> <p>Shall now read as under;</p> <p><b>“Minimum two Works of Detailed Design, Consultancy Services including ROB for Railway / Regional Railway Project/High Speed Railway / LRT/Metro Railway/DFCCIL Project and for other Indian Railway PSUs, in India or outside India.....”</b></p>
6	Serial no-8 (Railway Track Expert)- sub-Para -2.4-Section-2-	21 of 42	N/A	<p>In column no-8-serial no-8 (Railway Track Expert)- Sub Para 2.4-Section-2-Annexure to EOI Document-EOI-1 (only)</p> <p>Following Track ;</p> <p><b>“Relevant Experience :&lt;5 Year - 0 marks</b></p>

Sn	Clause no	EOI-1 Page no	EOI-2 Page no	Amendment
	Annexure to the EOI Document			<p>5 years – 0.5 Mark                      0.25 mark for every 01 additional year of experience subject to maximum 1.5 marks for relevant experience”</p> <p>Shall now read as under;</p> <p>“Relevant Experience :&lt;5 Year - 0 marks                      5 years – 0.5 Mark                      0.25 mark for every 01 additional year of experience subject to <b>maximum0.5 marks</b> for relevant experience”</p>
7	Note-2 regarding sub para 2.5	14 & 15 of 42	14 of 43	<p>Add a new Note No-2.(ii).(a) below Note 2.(ii);</p> <p>Or</p> <p>(a) In case, Contractual Payment equal to <b>INR 2.0 crores</b> or more [ <b>attributable solely</b> to Consultancy Services as mentioned in EOI Document <b>for EOI-1</b>] or <b>INR 5.0 crores</b> or more [ <b>attributable solely</b> to Consultancy Services as mentioned in EOI Document <b>for EOI-2</b>], <b>as applicable</b>, has been received during the execution of eligible Consultancy Services Contracts up to the date 28 days prior to EOI Application Submission Deadline, those Consultancy Services /Works shall be in satisfaction of “<b>Substantial completion</b>” <b>requirement , hence treated as eligible Works.</b></p> <p>In case of all the above Substantially completed / ongoing Works, the contractual Payments (against executed Consultancy Works as mentioned in EOI Documents for EOI-1 &amp; EOI-2, as applicable) received by the prospective Consultant shall require to be certified by an independent Chartered Accountant(CA) in the same manner as the amounts reflected in Form-2 &amp; 3 are required to be certified by the independent Chartered accountant (CA).</p>
8	Serial no-1 [ Team Leader (Civil)-EOI-1 & ‘Team Leader/ Chief Resident Engineer / Project Director’-EOI-2]- sub Clause 2.4- section-2 to annexure-1 to EOPI Document	19 of 42	18 of 43	<p>In the col no-5, Serial no-1-Sub Clause 2.4-Section-2-EOI-1, the text ;</p> <p>‘01 mark for Post-Graduate in Civil Engineering’</p> <p>Shall now be read as;</p> <p><b>01 mark for Post-Graduate in Civil Engineering or MBA in Project Management</b></p> <p>In the col no-5, Serial no-1-Sub Clause 2.4-Section-2-EOI-2, the text ;</p> <p>‘01 mark - for Post-Graduate in Civil/Electrical/ Electronics and Communication Engineering’</p> <p>Shall now be read as;</p> <p><b>01 mark - for Post-Graduate in Civil/Electrical/ Electronics and Communication Engineering or MBA in Project management</b></p>
9	Note-2 below Table appended under sub	23 of 42	22 of 43	<p>Below the text “Form 26-AS of the professional”, insert</p> <p>the following text;</p>

Sn	Clause no	EOI-1 Page no	EOI-2 Page no	Amendment
	Clause 2.4 – Section-2			In case of Foreign Based Experts (Expatriates); Following Document, in addition to Salary Slip ( as mentioned above )  (i) Social security Document (ii) Medical Insurance  Shall require to be submitted.
10	Third bulleted point- Evaluation and minimum eligibility criteria- Annexure-1 to EOI Document	8 of 42	9 of 43	The text of third bulleted point “The Eligibility of the empanelled consultants will be as per the criteria mentioned in Section-3” shall be as under;  “The Eligibility of the <b>‘to be’</b> empanelled consultants will be as per the criteria mentioned in Section-3”.
11	Request for ‘Expression of Interest’ [EOI]- EOI Document [EOI-2]	NA	1 of 43	The EOI Notification Reference number “HQ/EN/WC/EDAM(EOI)/1/2022/18 dated- 31-07-2024 [EOI-2]” shall now be read as ;  <b>“HQ/EN/WC/EDAM(EOI)/2/2024/Phase-2/Round-1 Dated 31.07.2024 [EOI-2]”</b>
12	Serial no-1  Serial no-4 (Resident Engineer-S&T), Serial no-5 [Resident Engineer (Electrical)] & in case of Serial no-8-[Sector expert/Civil/P. Way] -Sub Clause 2.4.2-Section-2-Annexure-1 to EOI Document [EOI-2]	NA	18-20 of 43	In case of Description under ‘Total Experience’ <b>in col no-6</b> [relevant Experience-Minimum] at <b>serial no-1 (Team leader)</b> , <b>delete</b> , after the text “Minimum 15 Years of experience”, <b>the text</b> “post-bachelor’s degree in Civil/Electrical/ Electronics and Communication Engineering or equivalent from a recognized University / Institution”.  In case of <b>Serial no-4</b> [Resident Engineer-S&T], <b>Serial no-5</b> [Resident Engineer (Electrical)] & in case of <b>Serial no-8</b> -[Sector expert/Civil/P. Way] and <b>in col no-6</b> [relevant Experience(Minimum)] insert/add after the text “ Total experience..... in case of Bachelor’s degree” the following text ; <b>“and in case of candidate, being only in possession of a Diploma in the referred discipline , the requirement of ‘Total Experience’ shall be increased by a further Five year period. ”</b>
13	Serial no-6 [Expert - Contract Management], Serial no-7 [Expert-Alignment and Survey], Serial no- 9 [Sector Expert/ Bridge/	NA	20-21 of 43	In case of <b>Serial no-6</b> [Expert - Contract Management], <b>Serial no-7</b> [Expert-Alignment and Survey], <b>Serial no- 9</b> [Sector Expert/ Bridge/ Substructure], <b>Serial no-10</b> [Sector Expert/ Bridge/ Superstructure], <b>Serial no-11</b> [Quality Control Expert] and <b>In the col no-3</b> (Minimum Qualification requirement), <b>Insert / add</b> after the text “...from a recognized University/ Institution.” <b>a note containing text as under;</b>  <b>“Note:- If he/she is retired in Gazetted grade, his/her minimum educational qualification may be ‘three years Diploma’ in relevant discipline.”</b>

<b>Sn</b>	<b>Clause no</b>	<b>EOI-1 Page no</b>	<b>EOI-2 Page no</b>	<b>Amendment</b>
	Substructure], Serial no-10 [Sector Expert/ Bridge/ Superstructure], Serial no-11 [Quality Control Expert]-Sub Clause 2.4.2- Section-2- Annexure-1 to EOI Document [EOI-2]			

(Annexure to Addendum no-2 dated 27-08-2024)

**Form-11**

**FORM OF PARENT COMPANY GUARANTEE**  
**(To be furnished, on Non Judicial Stamp Paper after due notarisation, by the Parent Company)**

From: [Insert Consultant's Parent Company (GUARANTOR) Name]

Having its office at:

\_\_\_\_\_

\_\_\_\_\_

As Subsidiary Company for [Insert Consultant's/ Subsidiary (CONSULTANT) Company Name]

Having its office at: \_\_\_\_\_

Date:

To:

Dedicated Freight Corridor Corporation of India (DFCCIL-Client)  
DFCCIL Corporate Office,  
Fifth Floor, Supreme Court Metro Station Building complex  
New Delhi-110001

Ref.:

EOI Notification Reference no- HQ/EN/WC/EDAM(EOI)/1/2024/Phase-2/Round-1 dated 31-07-2024 [EOI-1] for Empanelment of eligible consultants / Firms for undertaking consultancy services for Detailed Project Report (DPR) / Detailed Design Consultancy (DDC) including ROB for the Projects of Indian Railways.

*or*

EOI Notification Reference no- EOI Notification no- HQ/EN/WC/EDAM(EOI)/2/2024/Phase-2/Round-1 dated 31-07-2024 [EOI-2] for Empanelment of eligible consultants / Firms for undertaking consultancy services for the Project Management Consultancy Service for Indian Railway (IR) Projects.;

*[As applicable]*

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1. WHEREAS, vide above referred EOI Notification, The Client has invited Expression of Interest (EOI) applications from eligible consultants for the Empanelment of eligible consultants / Firms for undertaking consultancy services for Detailed Project Report (DPR) / Detailed Design Consultancy (DDC) including ROB for the Projects of Indian Railways [EOI-1]

*Or*

For Empanelment of eligible consultants / Firms for undertaking consultancy services for the Project Management Consultancy Service for Indian Railway (IR) Projects [EOI-2]; *[as applicable]*

2. The Consultant \_\_\_\_\_ (as wholly owned Subsidiary company of the Parent Company), submitting EOI Application for the empanelment for the above referred IR Consultancy Service Contracts [as defined under aforesaid EOI document] wishes to utilize the **Experience** of \_\_\_\_\_ its (Parent Company) to meet the **Eligibility Requirement/Criteria**, as mentioned under **Section-1-Annexure-1 -read with Section-2 of the referred EOI Document**.

2.1 Further, The Consultant \_\_\_\_\_ (as wholly owned Subsidiary company of the Parent Company), submitting EOI Application for the empanelment for the above referred IR Consultancy Service Contracts [ as defined under aforesaid EOI document] wishes, in terms of **sub Para 2.1.1.1.(iii) of the EOI Document, to borrow for a minimum Two Year period from the date of the issuance of this PCG**, further extendable, to meet the requirements of execution of any IR Consultancy Contract, awarded, post empanelment to the aforesaid Consultant \_\_\_\_\_ (as Subsidiary company of the Parent Company), the **Key Personnel**, as defined under **Sub section 2.4 -Section-2-Annexure-1to the EOI Document** and more as per the requirement of the execution of any IR Consultancy Contract , **on the permanent payroll of the Parent Company** [*strike this sub para, if inapplicable*].

3 Now, in compliance to the requirement of Sub Para 2.1.1.1 of EOI Document & On the request of the Consultant (wholly owned Subsidiary company), the Parent Company-----, unconditionally, issues /submits the '**Parent Company Guarantee**' (PCG) for the purpose(s) mentioned under **Para-2 and sub Para 2.1 above**, as under the aforesaid Parent Company [ *mention the full name of the Parent Company*] aver / unconditionally undertakes as under;

3.1 THIS GUARANTEE ("Guarantee") is issued on the \_\_\_\_ day of 2024 , by a [*Mention name of the Parent Company*] Company organized and existing under the laws of Country (*mention the Name of the Country*) 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**") and in consideration of same, following is mentioned:

The Guarantor is the sole legal and beneficial owner of the Company (mention the name of the wholly owned subsidiary Company) having 100 % (hundred percent) (the "**Shares**") of the total fully paid up share capital.

4. The **Guarantor**, hereby, undertakes to the **Client (DFCCIL)** that, without the written consent of the Client, it shall not:

- (a) Sell, transfer and / or otherwise dispose off 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 wholly owned Subsidiary Company;
- (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 favour 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 (Subsidiary Company) being unable to comply with its obligations or perform in any way the execution of the IR Consultancy Contract(s).

**NOW IT IS HEREBY UNDERTAKEN AND AGREED AS FOLLOWS: -**

1. In connection with Para-2, above, the Parent Company (Guarantor), unconditionally communicates to the Client (DFCCIL) that the Consultant (subsidiary Company) may use the **experience of the Parent Company** to meet the Eligibility criteria, as stipulated under Annexure-1 to the EOI Document. Accordingly, the Consultant can reflect the information regarding the Experience, as required under Sub section 2.5 & 2.5.1 -Section-1-Annexure-1 to the EOI Document read with Sub Section 2.3-Section-2 to the Annexure-1 to the EOI Document and can, duly, reflect the same in Format appended as Form-4 (Appendix to Annexure-1 to the EOI Document).



2. In connection with Para-2.1, above The Parent Company (Guarantor), unconditionally communicates to the Client (DFCCIL) that the Guarantor undertakes to loan, **for a minimum Two Year period from the date of the issuance of this PCG**, further extendable, to meet the requirements of execution of any IR Consultancy Contract(s), awarded, post empanelment to the aforesaid Consultant \_\_\_\_\_ (as Subsidiary company of the Parent Company), the **Key Personnel**, as defined under **Sub section 2.4-Section-2 of the Annexure-1** to the EOI Document and more as per the requirement of the execution of any IR Consultancy Contract(**whichever is the later**), **on the permanent payroll of the Parent Company***[strike this sub para, if inapplicable]*

The Parent Company (Guarantor) undertakes never to withdraw, during the aforesaid Loan period, any of the aforesaid Key Personnel from the wholly owned subsidiary Firm. Such Key Personnel, as borrowed from the Parent company **shall be deemed to be on the Permanent Payroll of the Wholly owned subsidiary of the aforesaid parent company**. The Parent Company , further, undertakes that It (The Parent Company), during the aforesaid Loan period, shall continue releasing the monthly payments of the aforesaid Loaned Key Personnel, if requested by the wholly owned subsidiary Firm.
3. The Guarantor (the Parent Company) 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 Company (the Consultant) 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.
4. The Guarantor hereby irrevocably and unconditionally guarantees to the Client that Subsidiary Company (Consultant) shall perform its obligations, stipulated under the IR Consultancy Contracts, awarded to the Consultant after empanelment, under this EOI, of the Consultant.
5. The Guarantor unconditionally and irrevocably guarantees that it shall make available or cause to be made available to the Subsidiary company (the Consultant) 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 IR Consultancy Contracts awarded to the Consultant after empanelment, under this EOI, of the Consultant. The Guarantor hereby covenants, confirms and undertakes that the Subsidiary company (the Consultant) shall at all times fully and effectively discharge their obligations under the terms and conditions of aforesaid IR Consultancy Contracts.
6. The Guarantor hereby agrees that in the event that the Subsidiary company (Consultant), in any respect commits any breach and / or default or fails to fulfil any of the terms of the Bid Documents and / or the IR Consultancy Contract, then the Guarantor will forthwith perform the same and fulfil all the obligations required under the terms and conditions of the same IR Consultancy Contract on behalf of the Subsidiary Company without any extra cost and time implications.
7. The Guarantor further undertakes to indemnify all losses, damages, expenses, claims, costs and proceedings which may be suffered or incurred by Indian Railways due to the failure or breach on the part of the Guarantor to comply with the terms of this Guarantee.
8. The Guarantor assures and undertakes that during the term of the contract or of any guarantee for performance as per the IR Consultancy Contract(s), 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 issue of this Guarantee and shall remain in full force until all the obligations under the Contract have been fully performed and discharged.
10. The Guarantor (the Parent Company), unconditionally, avers that this Parent Company Guarantee shall remain valid **for a minimum Two Year period from the date of the issuance of this PCG**, further extendable, to meet the requirements of execution of any IR Consultancy Contract(s), awarded, post empanelment to the aforesaid Consultant \_\_\_\_\_ (as Subsidiary company of the Parent Company).

11. 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 Guarantor;
  - (b) Any time, indulgence, waiver or consent given to the Guarantor by the Indian Railways/Client;
  - (c) Any amendment to this EOI Document / IR Consultancy Contract (as awarded post empanelment to the Consultant) and to any supplemental agreement and / or arrangement thereto agreed between the Client and the Guarantor; and.
  - (d) The dissolution, amalgamation, reconstruction or reorganization of the Guarantor.

Yours faithfully,

\_\_\_\_\_

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

(Name of Consultant's Parent company)

\_\_\_\_\_

[ Attach the Power of Attorney (POA), signed by the Parent Company Authority, competent to issue such Parent Company Guarantee (attach relevant extracts from relevant Board of Director-BoD Minutes), duly authorising the above Signatory to sign and issue this irrevocable Parent Company Guarantee (PCG)]

-end of Addendum no-2-