

## Amendment No.1

(Date: 27.12.2022)

**Name of Work:** RFP for Comprehensive Study on suitability of 60 Kg, 90 UTS Rails on EDFC and 60 E1 1080 HH rails on WDFC for 25 T Axle load operation at 100 kmph on DFCCIL Routes on Consultancy Mode (RFP No. HQ-ENWC0MMS(MISC)/1/2022-O/o GGM/WC-I/DFCC/ 16215)

**NIT No.** HQENWC0MMSPtI 16215 dated 06.12.2022

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Following amendments are hereby made to RFP document issued vide NIT No. HQENWC0MMSPtI 16215 dated 06.12.2022:

Clause No of RFP	Existing Provisions	Amended Provisions
2.1 (Pt-II)	Measurement of following track parameters required in rail stress calculations. Each reading of measurements shall be done by 2 separate sets of equipment's/electronic gadgets for reliability of observations.	Measurement of following track parameters required in rail stress calculations. Each reading of measurements shall be done by 2 separate sets of <b>sensors/strain gauges installed at close proximity</b> for reliability of observations. <b>For measurement of track modulus and Dynamic augment, DFCCIL will provide required test wagon for multiple runs with varying weight and also permission to instrument the wagon if required.</b>
2.1 (Pt-II)/a/iii	Track laid on rocky strata with 250/350 mm ballast cushion	Track laid on rocky strata/ <b>PSC girder Bridges</b> with 250/350 mm ballast cushion
2.2 (Pt-II)	Field measurement of actual rail stress on critical points of rail section (rail foot centre, rail foot corner (GF & NG), Rail head (GF, NG) under no train-load condition i.e. mainly due to residual & thermal stress in rail, to be measured @ two different rail temperatures, at three locations i.e., two in central portion	Field measurement of actual rail stress on critical points of rail section (rail foot center, rail foot corner (GF & NG), Rail head (GF <b>[if feasible]</b> , NG) under no train-load condition i.e. mainly due to residual & thermal stress in rail, to be measured @ two different rail temperatures, at three locations', two in central portion of CWR/LWR and one in breathing length for each rail temperature condition of both rails in straight and 2.5 - 3.0 Degree curve track location for all 3 types of track formation conditions <b>(as mentioned in clause 2.1a)</b>

	of CWR/LWR and one in breathing length for each rail temperature condition of both rails in straight and 2.5 and 3.0. Degree curve track location for all 3 types of track formation conditions.																															
2.3 (Pt-II)	Field measurement of actual rail stress on critical points of rail section (rail foot center, rail foot corner (GF & NG), Rail head (GF, NG), rail head (GF (if feasible) & NG) for five rolling stocks (type to be decided by DFCCIL) and for each rolling stock 2 different speeds (75kmph and 100 kmph or the maximum speed at which rolling stock is fit) of both rails in straight and 2.5 and 3.0. Degree curve track location for all 3 types of track formation conditions.	Field measurement of actual rail stress on critical points of rail section (rail foot center, rail foot corner (GF & NG), Rail head (GF, NG), rail head (GF (if feasible) & NG) for five rolling stocks (type to be decided by DFCCIL) and for each rolling stock 2 different speeds (75kmph and 100 kmph or the maximum speed at which rolling stock is fit) of both rails in straight and 2.5 and 3.0. Degree curve track location for all 3 types of track formation conditions <b>(as mentioned in clause 2.1a).</b>																														
Note below item No. 2.4 (Part-II)	The actual measured rail stresses (Para-2.3 above) to be compared with theoretical calculations based on Indian railway and based on international practices of any one advance Railway System. 10 (ten) such calculations involving all 5(five) rolling stock at two different trial speed for three types of rails ( JINDAL, SAIL, NSSMC, Japan) to be compiled & submitted in detailed report.	<div>1. The actual measured rail stresses (Para-2.3 above) to be compared with theoretical calculations based on Indian Railway and based on international practices of any one advance Railway System. Such calculations sets involving all 5(five) rolling stock at two different trial speed for three types of rails (JINDAL, SAIL, NSSMC/ Japan) to be compiled &amp; submitted in detailed report.</div> <div>2. The measurement scheme for item No 2.2, 2.3 and 2.4 is as under:</div> <table><tr><th>Measurement Location</th><th>2.1a</th><th>2.1b</th><th>2.2</th><th>2.3</th><th>2.4</th></tr><tr><td>Instrumented Track 1 Location A with Jindal 60 Kg 90 UTS rail</td><td>Yes</td><td>Yes</td><td>Yes</td><td>Yes</td><td>Yes</td></tr><tr><td>Instrumented Track 1 Location A with SAIL 60 Kg 90 UTS rail</td><td></td><td></td><td>Yes</td><td>Yes</td><td>Yes</td></tr><tr><td>Instrumented Track 1 Location A with 60 Kg NSSMC 1080 HH E1 rail UTS rail</td><td></td><td>Yes</td><td>Yes</td><td>Yes</td><td>Yes</td></tr><tr><td>Instrumented Track 2 Location A with Jindal 60 Kg 90 UTS rail</td><td></td><td></td><td>Yes</td><td>Yes</td><td>Yes</td></tr></table>	Measurement Location	2.1a	2.1b	2.2	2.3	2.4	Instrumented Track 1 Location A with Jindal 60 Kg 90 UTS rail	Yes	Yes	Yes	Yes	Yes	Instrumented Track 1 Location A with SAIL 60 Kg 90 UTS rail			Yes	Yes	Yes	Instrumented Track 1 Location A with 60 Kg NSSMC 1080 HH E1 rail UTS rail		Yes	Yes	Yes	Yes	Instrumented Track 2 Location A with Jindal 60 Kg 90 UTS rail			Yes	Yes	Yes
Measurement Location	2.1a	2.1b	2.2	2.3	2.4																											
Instrumented Track 1 Location A with Jindal 60 Kg 90 UTS rail	Yes	Yes	Yes	Yes	Yes																											
Instrumented Track 1 Location A with SAIL 60 Kg 90 UTS rail			Yes	Yes	Yes																											
Instrumented Track 1 Location A with 60 Kg NSSMC 1080 HH E1 rail UTS rail		Yes	Yes	Yes	Yes																											
Instrumented Track 2 Location A with Jindal 60 Kg 90 UTS rail			Yes	Yes	Yes																											

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		Instrumented Track 2 Location A with SAIL 60 Kg 90 UTS rail		Yes	Yes	Yes	Yes
		Instrumented Track 2 Location A with 60 Kg NSSMC 1080 HH E1 rail UTS rail			Yes	Yes	Yes
		Instrumented Track 1 Location B with Jindal 60 Kg 90 UTS rail			Yes	Yes	Yes
		Instrumented Track 1 Location B with SAIL 60 Kg 90 UTS rail	Yes	Yes	Yes	Yes	Yes
		Instrumented Track 1 Location B with 60 Kg NSSMC 1080 HH E1 rail UTS rail			Yes	Yes	Yes
		Instrumented Track 2 Location B with Jindal 60 Kg 90 UTS rail		Yes	Yes	Yes	Yes
		Instrumented Track 2 Location B with SAIL 60 Kg 90 UTS rail			Yes	Yes	Yes
		Instrumented Track 2 Location B with 60 Kg NSSMC 1080 HH E1 rail UTS rail		Yes	Yes	Yes	Yes
		Instrumented Track 1 Location C with Jindal 60 Kg 90 UTS rail		Yes	Yes	Yes	Yes
		Instrumented Track 1 Location C with SAIL 60 Kg 90 UTS rail			Yes	Yes	Yes
		Instrumented Track 1 Location C with 60 Kg NSSMC 1080 HH E1 rail UTS rail	Yes	Yes	Yes	Yes	Yes
		Instrumented Track 2 Location C with Jindal 60 Kg 90 UTS rail			Yes	Yes	Yes
		Instrumented Track 2 Location C with SAIL 60 Kg 90 UTS rail		Yes	Yes	Yes	Yes
		Instrumented Track 2 Location C with 60 Kg NSSMC 1080 HH E1 rail UTS rail			Yes	Yes	Yes
<b>Track 1</b> – Straight Track							
<b>Track 2</b> – 2.5 to 3 degree Curve							

A2

P2

		<b>Location-A-</b> As per item No 2.1/a/i <b>Location B-</b> as per item No. 2.1/a/ii, <b>Location C-</b> As per item No. 2.1/a/iii
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Note Below item No. 1 of Schedule of Price (Form No. T9)	For above 7 items 10% payment for each item will be released after submitting the preliminary reports for respective items, 40% payment of each above items shall be done only after submitting detailed report for respective items and after approval of DFCCIL, 20% after submitting final report duly validating the detailed report of above each items on the basis of results obtained on the basis of field studies as per item No 2 of this schedule and balance 20% of all items after submitting Recommendation on following aspects:		For above 7 items 10% payment for each item will be released after submitting the preliminary reports for respective items, <b>50%</b> payment of each above items shall be done only after submitting detailed report for respective items and after approval of DFCCIL, 20% after submitting final report duly validating the detailed report of above each items on the basis of results obtained on the basis of field studies as per item No 2 of this schedule and balance 20% of all items after submitting Recommendation on following aspects:	
Note No 3 below item No. 3 of Schedule of Price (Form No. T9)	For items above sub items [i to v] of item No.2 - Maximum 70% cost of materials/equipment/sensors etc if purchased for this work only (for which contractor have to submit original cost invoice) shall be made only after materials/equipment/sensors is installed on DFCCIL track and instrumentation process begins. The maximum payment on account of <b>supply</b> and installation and functionality of materials/equipment/sensors will be limited to 50% of value mentioned under item No. 2 above. For releasing payment on this account Consultant must submit indemnity bond as per Performa <b>Form CA- 3</b> attached with this tender document		For items above sub items [i to v] of item No.2 - Maximum 70% cost of materials/equipment/sensors etc if purchased for this work only (for which contractor have to submit original cost invoice) shall be made only after materials/equipment/sensors is installed on DFCCIL track and instrumentation process begins. The maximum payment on account of <b>supply</b> and installation and functionality of materials/equipment/sensors will be limited to 50% of value mentioned under item No. 2 above. <b>For releasing payment on this account Consultant must submit BG of 110% of corresponding amount as per amended form CA-3A.</b>	
Form CA-3	Standing indemnity Bond for payment		Form Deleted From RFP.	
New Form No. CA-3A			MATERIAL/EQUIPMENT ADVANCE GUARANTEE BOND. Copy of new form CA-3A enclosed.	
Tender Forms	Form No.	SUBJECT	Form No.	SUBJECT
	Form No. T-1	Offer Letter	Form No. T-1	Offer Letter

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Form No. T-2	Affidavits by Bidder, Affidavit of all JV members (in Case of JV firm)	Form No. T-2	Affidavits by Bidder, Affidavit of all JV members (in Case of JV firm)
Form No. T-3	ECS/NEFT/RTGS Details	Form No. T-3	ECS/NEFT/RTGS Details
Form No. T-4	MoU format for JV bidding	Form No. T-4	MoU format for JV bidding
Form No. T-5	Participation Forms	Form No. T-5	Participation Forms
Form No. T-6	Power of Attorney for authorized signatory of JV Partners	Form No. T-6	Power of Attorney for authorized signatory of JV Partners
Form No. T-7	Power of Attorney to lead partner of JV	Form No. T-7	Power of Attorney to lead partner of JV
Form No. T-8A	Key Experts Qualification details format	Form No. T-8A	Key Experts Qualification details format
Form No. T-8B	Key Experts Experience details format	Form No. T-8B	Key Experts Experience details format
Form No. T-8C	Key Experts Publication/presentation details format.	Form No. T-8C	Key Experts Publication/presentation details format.
Form No. T-8D	Similar Consultancy work details format	Form No. T-8D	Similar Consultancy work details format
Form No. T-8E	Average Annual Contractual Turnover	Form No. T-8E	Average Annual Contractual Turnover
Form No. T-9	Price schedule (Financial Bid Form)	Form No. T-9	Price schedule (Financial Bid Form)
Form No. T-10	Performa of BG Bond against Earnest Money Deposit (Bid Security)	Form No. T-10	Performa of BG Bond against Earnest Money Deposit (Bid Security)
Form No.CA-1	Performa of BG Bond for PG	Form No.CA-1	Performa of BG Bond for PG
Form No.CA-2	Drafts Agreement Format	Form No.CA-2	Drafts Agreement Format
<del>Form No.CA-3</del>	<del>Standing Indemnity bond for payments</del>	<del>Form No.CA-3</del>	<del>Standing Indemnity bond for payments</del>
Form No.CA-	Items for JV Agreements details	Form No.CA-4	Items for JV Agreements details
		GCC Annexure-I	Proforma for Final Supplementary Agreement
		GCC	Proforma of Time Extension

	4		Annexure-II	
	GCC Annexure-I	Proforma for Final Supplementary Agreement	GCC Annexure-III	Proforma of Fitness Certificate
	GCC Annexure-II	Proforma of Time Extension	GCC Annexure-IV	Proforma of 7 Days
	GCC Annexure-III	Proforma of Fitness Certificate	GCC Annexure-V	Proforma of 48 Hrs Notice
	GCC Annexure-IV	Proforma of 7 Days	GCC Annexure-VI	Proforma of Termination Notice
	GCC Annexure-V	Proforma of 48 Hrs Notice	GCC Annexure-VII	Arbitrator Certification Performa
	GCC Annexure-VI	Proforma of Termination Notice	GCC Annexure-VIII	Arbitrator Agreement Performa
	GCC Annexure-VII	Arbitrator Certification Performa	IP Form No. 1	Integrity Pact Agreement
	GCC Annexure-VIII	Arbitrator Agreement Performa		
	IP Form No. 1	Integrity Pact Agreement		

AB

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**SAMPLE**

Name of the Bank \_\_\_\_\_

Managing Director/ DFCCIL Bank Guarantee Bond No. \_\_\_\_

Acting through \_\_\_\_\_ (Designation Dated \_ and address of contract signing authority)

**MATERIAL/EQUIPMENT ADVANCE GUARANTEE BOND**

In consideration of the Managing Director/ DFCCIL acting through \_\_\_\_\_ (Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited, New Delhi hereinafter called "DFCCIL") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. \_\_\_\_\_ dated ----- made between \_\_\_\_\_ (Designation & address of contract signing Authority) and \_\_\_\_\_ (hereinafter called "the said contractor(s)" for the work \_\_\_\_\_ (hereinafter called "the said Agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) as a security Guarantee Bond from the contractor(s) for advance payment against supply and installation material/equipment in accordance with Note No. 3 below item No. 2 of Schedule of Prices in the said agreement.

1. \_\_\_\_\_ (hereinafter called "the said contractor(s)) shall be entirely responsible for the safe custody and protection of the said materials/equipment's against all risk till actual measurement work as mentioned in the terms and conditions of agreement Contract/Acceptance letter No. \_\_\_\_\_ dated ----- get completed and shall indemnify the employer against any loss/damage or deterioration whatsoever in respect of the said material.
2. We \_\_\_\_\_ (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the DFCCIL an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) on demand by the DFCCIL.
3. We \_\_\_\_\_ (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the DFCCIL through the GROUP GENERAL MANAGER/ FINANCE Dedicated Freight Corridor Corporation of India Limited, New Delhi or \_\_\_\_ (Designation & Address of contract signing authority) DFCCIL, stating that the amount claimed is corresponding to cost of material/equipment for which advance payment have been done is damaged/stolen/malfunctioning of any measuring material (i.e. sensors, strain gauges, etc) /equipment's and the contractor fails to provide new material/equipment with 30 days of incidence reporting of damage/theft/malfunctioning. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only).
- 4 (a) We, \_ ( indicate the name of Bank ) further undertake to pay to the DFCCIL any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.




- (b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
5. We, (indicate the name of bank ) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by \_\_\_\_\_ (Designation & Address of contract signing authority) on behalf of the DFCCIL, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
6. (a) Notwithstanding any thing to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the DFCCIL or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the DFCCIL within validity / extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we \_\_\_\_\_ (indicate the name of the Bank ) unconditionally undertakes to renew this guarantee to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the DFCCIL. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ (indicate the name of the Bank) shall pay the DFCCIL the full amount guarantee on demand and without demur.
7. We, \_\_\_\_\_ (indicate the name of Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the DFCCIL against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.
8. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).
9. We, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the DFCCIL in writing.
10. This guarantee shall be valid upto \_\_\_\_\_ (Date of completion plus 60 days beyond that). Unless extended on demand by DFCCIL. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs/ \_\_\_\_\_ only) unless a demand under this guarantee is made on us in writing on or before \_\_\_\_\_ we, shall be discharges from our liabilities under this guarantee thereafter

Dated \_\_\_\_\_ the day of \_\_\_\_\_

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\_\_\_\_ for \_\_\_\_\_ (indicate the name of bank)

Signature of Bank Authorize official (Name):

Designation:

Full Address

Witness: 1. \_\_\_\_\_  
2. \_\_\_\_\_

