

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

(A Govt of India Enterprise)

**Addendum no-3 dated -03-06-2020**

**EOI notification**-2019/HQ/EN/P/WC/HHRI/GC dated 22-06-2019 read with Amendment no-1 dated 17-07-2019 & TOR as uploaded on DFCCIL Website[Ref-serial no-3 of the Amendment no-1 dtd 17-07-2019 to EOI notification ].

**RFP no-** 2019/HQ/EN/PWC/HHRI/GC dated 22-01-2020 read with Amendment no-1 dated 24-02-2020 and Amendment no-2 dated 27-03-2020.

**Name of Assignment-** Consultancy Services for setting up and operationalizing HHRI under the aegis of DFCCIL (here after referred to as ‘Consultancy Services’). [Ref-ITC sub Clause no-2.2 Data sheet-Part-E-Section-2 of the RFP (at Page no-27)]

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Sn	Clause no	RFP Page no	Amendment
1	Sub Clause no-1.c.(xi)-Section-7-TOR	59	<p>Add new note below Sub Clause no-1.c.(xi)-Section-7-TOR</p> <p>Note-1-Nothing contained herein or anywhere else in this document shall relieve the Consultant’s Contractual Obligations. However, the Consultant’s implementation of the Assignment, shall be subject to Client, acting fairly, on the specific Consultant’s Submissions [Ref-Column no-2 (Deliverables, corresponding to KD-D-1 to D-11, along with supplementary provisions) Annexure-1 to ‘Terms of Reference’-Appendix-A-Part-IV-Appendices of the RFP] , containing, therein, the Consultant’s specific recommendations, [ considered as completed (the Consultants aforesaid submissions), only after being , specifically, approved by the Client], towards physical implementation of the assignment i.e. Physically setting up [Key Objective-1] and operationalizing [Key objective-2] the HHRI, in full functionality at par with similar Globally placed Heavy Haul Research Institute.</p>
2	Sub Clause no-1.c.(xi)-Section-7-TOR	59	<p>Add a new note [Note No-2] below Note-1 [below Sub Clause no-1.c.(xi)-Section-7-TOR] above;</p> <p>In Case of any Capacity constraint , being felt by Consultant, regarding Tasks , specified under Clause no-II [Description of Tasks assigned to Consultant], sub Tasks, primarily connected with ‘Regular monitoring to ensure successful implementation’ and ‘Submission of validation report’; as specified below;</p> <p>(i) Sub Para-4 of Para-II- Task-D [Assessment and subsequent Procurement of the required Equipment and Infrastructure for efficient setting up &amp; operationalization of HHRI.]-Sub Task –[v] &amp; [vi], of TOR-Section-7 of the RFP [at Page no-65 of the RFP]</p> <p>(ii) Sub Para-6 of Para-II- Task-F [Maintenance Management</p>

		<p>Information System (MMIS).-Sub Task –[g] &amp; [h], of TOR-Section-7 of the RFP [at Page no-66 of the RFP]</p> <p>(iii) Sub Para-7 of Para-II- Task-G [Support in setting up HHRI Data centre]-Sub Task –[g] &amp; [h], of TOR-Section-7 of the RFP [at Page no-66 of the RFP]</p> <p>(iv) Sub Para-8 of Para-II- Task-H [Setting up and operationalizing HHRI]- Sub Task –[a] &amp; [b], of TOR-Section-7 of the RFP [at Page no-67 of the RFP];</p> <p>The Consultant [Ref-1.1.(f)], after award of the in terms of SCC Clause 16.1, shall submit proposal to modify, without any liability on the Client, their Constituent Structure, by taking on Specialist Sub Consultant(s) for the above cited sub Tasks, subject to Client Specific approval , in writing.</p> <p>Consultant agrees and in their Proposal shall so warrant that in terms of GCC sub Clause 2, Consultant shall be in complete charge of Proposed Specialist Consultant and Consultant Shall be fully responsible for the services performed by the Specialist sub Consultant as if the aforesaid Services performed by Specialist Sub Consultant were performed by the Consultant.</p> <p>Consultant, in this direction, shall submit the Consultant’s Proposal containing specific request for adding on one or more Specialist Sub Consultant(s), for one or more Sub Tasks, cited above along with following documents [with Each page of the Proposal &amp; below mentioned submittals signed, on round stamp of Consultant, by the Authorised Representative, in token of formal submission by the Consultant after due scrutiny] [Ref-SCC sub Clause 9.1], in support.</p> <p>(i) Proposed Specialist Sub Consultant(s) unqualified willingness to associate with the Consultant for the envisaged Tasks, their averment as to not being banned by World Bank or similar Funding Agencies and by MOR etc., their averment regarding there being no Conflict of interest [Ref-ITC sub Clause -3, at Page-1 of the RFP].</p> <p>(ii) Proposed Specialist sub Consultant’s Organisation &amp; Experience [ in terms of TECH-2 (for full Technical Proposal-FTP, at Page no-37 of the RFP), i.e.</p> <p>Qualification [Qualification &amp; Experience, captured in detailed CVs [ Each Page signed by concerned experts and Authorised Representative of the sub Consultant on the Specialist Sub Consultant round Stamp, in token of their formal submission , after due scrutiny by Specialist sub Consultant] , of their Experts proposed to be deployed for the above cited Sub Tasks] and Sub Consultant’s experience [Each Page signed by Authorised Representative of the sub Consultant on the Specialist Sub Consultant round Stamp, in token of their formal submission , after due scrutiny by Specialist sub Consultant], of having performed specific Tasks , for the Last seven years [ including the Year of Award].</p> <p>After approval of the Client as to the Proposed Specialist Sub Consultant, being Part of the Consultant, the Contract Agreement</p>
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			<p>shall be suitably amended and after Client's aforesaid approval, the Consultant shall ensure submittal of ;</p> <p>(i) Sub Consultant Warranty to the Client [ Format to be conveyed/ agreed by the Client in advance] , also, containing Specialist Sub Consultant averment, indemnifying the Client against and from all types of Claims, Damages, losses and expenses [including Legal fees and expenses] for damages and or losses caused by /adjudged to be attributable to negligence, wilful act or Breach of Contract by the Specialist sub Consultant engaged by Consultant.</p>																		
3	GCC sub Clause 16.1[Modifications or Variations]	84	<p>Insert a New SCC sub Clause 16.1</p> <p>Supplement the GCC sub Clause 16.1 as under;</p> <p>In terms of note-2 below Sub Clause no-1.c.(xi)-Section-7-TOR, The Consultant [Ref-1.1.(f)]'s Proposal to modify, without any liability on the Client, their Constituent Structure, by taking on Specialist Sub Consultant(s) for the sub Tasks, specified therein the aforesaid Note no-2 subject to Client Specific approval , in writing shall be put to effect through a suitably worded amendment to Contract [ ref-1.1.(g)]</p>																		
4	Para-III [ Qualification of Experts]-TOR-Section-7	68-72	<p>Add a new note below the Table listed under Para-III [ at Page no-72], as under;</p> <p><b>Note-1</b></p> <p>It would be desirable for the Key Experts, listed at serial no-1,2,3,5,8 &amp; 10 of Column no-2, to have <b>MBA degree</b> in relevant, discipline over &amp; above minimum qualification , appended in column no-4.</p>																		
5	Para-III [ Qualification of Experts]-TOR-Section-7	68-72	<p>In column no-4 , at serial no-9 [IT expert], the Text "Graduate level Qualification in IT Hardware ,software and interface Discipline" should be substituted with the following text;</p> <p>"Graduate level or Post Graduate level Qualification in IT Hardware ,software and interface Discipline"</p>																		
6	Para-IV [ Qualification of Experts]-TOR-Section-7	72	<p>Column no-3 of the Table appended under Para-IV [at Page no-72] , corresponding to serial no-1,4,5 &amp; 6, shall , now, be read as under;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">s.no</th> <th style="width: 60%;">Professional</th> <th style="width: 30%;">Indicative Man month(s)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader</td> <td>18 (Key Objective-1)+06 (Key Objective-2)=24</td> </tr> <tr> <td>4</td> <td>Heavy Haul Rolling stock Expert</td> <td>06 (Key Objective-1)+08 (Key Objective-2)=14</td> </tr> <tr> <td>5</td> <td>Heavy Haul Infrastructure expert</td> <td>06 (Key Objective-1)+08 (Key Objective-2)=14</td> </tr> <tr> <td>6</td> <td>Rail Research Expert</td> <td>06 (Key Objective-1)+08 (Key Objective-2)=14</td> </tr> <tr> <td colspan="2">The Total, in Column no-3, at the bottom row</td> <td><b>112 Man months [indicative]</b></td> </tr> </tbody> </table>	s.no	Professional	Indicative Man month(s)	1	Team Leader	18 (Key Objective-1)+06 (Key Objective-2)=24	4	Heavy Haul Rolling stock Expert	06 (Key Objective-1)+08 (Key Objective-2)=14	5	Heavy Haul Infrastructure expert	06 (Key Objective-1)+08 (Key Objective-2)=14	6	Rail Research Expert	06 (Key Objective-1)+08 (Key Objective-2)=14	The Total, in Column no-3, at the bottom row		<b>112 Man months [indicative]</b>
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7	ITC sub Clause 14.1.2	28	<p>The Text shall now be read as under;</p> <p>" Estimated Key Expert time input-112 Man Months [Indicative]"</p>																		
8	KD-6 & 7(Column no-1) Anexure-1 to TOR-Appendix-A-Part-IV-Section-8	107	<p>In Column no-3 of the Anexure-1 to the TOR (Appendix-A), the Period (of deployment) from Commencement Date shall , now, be read as ;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">KDs</th> <th style="width: 50%;">Deliverables</th> <th style="width: 40%;">Required by [Period from contract Commencement i.e. 10 Days after the Contract effective Date]</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	KDs	Deliverables	Required by [Period from contract Commencement i.e. 10 Days after the Contract effective Date]															
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			6	Submission of Report on Safety Management system of DFCCIL	08 months
			7	Submission Report on Research Agenda	12 months
9	SCC sub Clause no-39.3 [Price Adjustment]	102	<p>In the second &amp; third line of new SCC sub Clause 39.3, the Text “and Reimbursable” stands deleted.</p> <p>And ,</p> <p>Supplement the SCC Sub Clause no-39.3, The Provision regarding Price Adjustment shall cease to be applicable and shall be recoverable [ In case of any Payment towards Price adjustment having been made by Client], in case of any delay in Performance of Services [GCC sub Clause 1.1(t)] beyond the required period [ as stipulated in column no-3 of Annexure-1 to TOR [Appendix-A, Part-IV-Section-8, at Page no-107-108 of the RFP], is adjudged to be attributable to negligence, wilful act or Breach of Contract By the Consultant [GCC sub Clause 1.1(f)] or Specialist sub Consultant engaged by Consultant.</p>		
10	Anexure-1 to TOR [Appendix-A]	108	<p>Insert a new <b>Note-A</b> before Note-1[Regarding Payment to Consultant (Ref-SCC sub Clause no-41 &amp; 41.2.2), at Page no-108 of the RFP], as under;</p> <p>The required Period [ as stipulated in column no-3, above, of Annexure-1 to TOR [Appendix-A, Part-IV-Section-8, at Page no-107-108 of the RFP] shall be, suitably &amp; 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.</p> <p>In this direction, Consultant shall, upon becoming aware of any delay in Consultant submittal against ‘Deliverables’ [[ As stipulated In Column no-2(Deliverables) 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 &amp; 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] &amp; settled, finally, through, SCC sub Clause No-45.[Dispute Resolution].</p>		
11	SCC sub Clause No-	103	Replace the SCC sub Clause 41.2.2, with the text, as under;		

	<p>41.2.2 [Lump sum Instalment Payments]</p>		<p>The Payment of Lump sum Instalments to the Consultant [GCC sub Clause 1.1(f)] shall be , in terms of ‘Instalment of Payment, expressed in terms of % of the Accepted Contract Amount [ Column no-4 of Annexure-1 to TOR (Appendix-A)], as stipulated for each ‘Key Deliverable [KD, in column no-1] in the ‘Annexure-1’ to TOR [ Appendix-A, at Page no-107-108 of the RFP] and shall be subject to Successful [Only after Client’s approval for Each deliverables, in terms of Clarificatory -1,below the Table-Annexure-1] submission of Deliverables by Consultant, along with relevant Documentation in support, [ As stipulated In Column no-2(Deliverables) of Annexure-1] within the stipulated required period [Column No-3 of Anexure-1 to TOR(Appendix-A)], unless extended by Client in terms of Note-A before Note-1[Regarding Payment to Consultant (Ref-SCC sub Clause no-41 &amp; 41.2.2), at Page no-108-109 of the RFP] and shall be subject to Consultant meeting the requirement, stipulated in Note-1[“Regarding the Payment to Consultants (Ref-SCC sub Clause 41.2.2) below the Table-Annexure-1].</p> <p>Parties agree that in Case there is / are no Client’s Observation(s);</p> <p>requiring Clarification/rectification/modification by the Consultant &amp; to be conveyed to the Consultant within a period not exceeding 15 days from receipt of the Consultant’s aforesaid submission;</p> <p>on the Consultant’s submission against a Deliverable, Client shall, <b>within a period not exceeding 30 Days</b> of receipt of Deliverable by the Consultant, convey the Client’s approval of the aforesaid Deliverable.</p> <p>Subsequent to Client’s aforesaid approval of the Deliverable, Client shall release the Lump sum Payment instalment <b>within 30 days of the receipt of Consultant’s invoice.</b></p> <p>Accordingly, 3<sup>rd</sup> Para [“ The Client shall---Key Deliverables stated to be achieved”] of Note-I [Regarding Payment to Consultant (Ref-SCC sub Clause no-41 &amp; 41.2.2), at Page no-109 of the RFP] stands modified as under</p> <p><b>“After communication of the Client’s approval to the Consultant, The Client shall make Payment of the related lump sum Instalment, within a period not exceeding 30 days, after the receipt of the Invoice, from the Consultant, to the Consultant,”</b></p>
<p>12</p>	<p>SCC sub Clause 45.1</p>	<p>104-105</p>	<p>Replace the SCC sub Clause 45.1 with Text, as under;</p> <p>Dispute arising between the Parties in connection with or arising out of the Contract or during the Consultant Performance of the Services, shall be settled by Institutional Arbitration, if the dispute cannot be settled under amicable settlement.</p> <p>Unless otherwise agreed by the Parties, the arbitration shall be under the International Chamber of Commerce (ICC) rules with Delhi, as venue &amp; Seat of Arbitration.</p> <p>The Governing Law shall be The Arbitration and Conciliation Act 1996 as amended by The arbitration and Conciliation (Amendment) Act ,2019 (33 of 2019).</p> <p><b>Jurisdiction of The Court</b></p>

			Notwithstanding, anything to the contrary in this RFP and in matter of all disputes , arising out of the contract or the execution of the Consultancy Assignment, Parties agree to the exclusive jurisdiction of adequately competent [as per Applicable Law ] Court of <b>Delhi</b> .
<b>13</b>	<b>Not Used</b>		
14	TOR Para-III[Qualification of Key Experts]- Serial no-10 [Finance Expert]	72	<p>In Column no-4[Qualification] of the TOR Para-III[Qualification of Key Experts]- Serial no-10 [Finance Expert];</p> <p>Add after “Graduate level Qualification in Finance” the Text as under</p> <p>Which may include but not limited to; BA-Economics, BA-Taxation &amp; Finance, BBA-Financial Analysis &amp; Services, BSC (Hons.)-Economics, BSC (Hons.)-Economics &amp; Finance.</p>
15	ITC Sub Clause 14.1.1(Preparation of Proposal-Specific consideration,)-Data sheet	28	<p>Supplement the ITC Sub Clause 14.1.1(Data sheet) as under;</p> <p>At least 28 days prior to Proposal submission deadline and for enhancing the Consultant expertise, Consultant may submit a, one time, detailed Proposal of associating with a Consultant as an addition to current JV/Consortium/Association or as Specialist Sub Consultant.</p> <p>(i) Proposed Consultant or Specialist Sub Consultant(s) unqualified willingness to associate with the Consultant for the envisaged Tasks, their averment as to not being banned by World Bank or similar Funding Agencies and by MOR etc., their averment regarding there being no Conflict of interest [Ref-ITC sub Clause -3, at Page-1 of the RFP].</p> <p>(ii) Proposed Consultant or Specialist sub Consultant’s Organisation &amp; Experience [in terms of TECH-2 (for full Technical Proposal-FTP, at Page no-37 of the RFP).</p> <p>Client, after due scrutiny of the fresh Consultant Proposal to enhance expertise, would respond with either approval or otherwise, <b>up to 10 days of Proposal submission deadline</b>.</p> <p>In Case, Consultancy contract is awarded to such a Consultant, Consultant , within 30 days of signing of the Contract shall, invariably, submit;</p> <p>Sub Consultant Warranty to the Client [ Format to be conveyed/ agreed by the Client in advance] , also, containing Specialist Sub Consultant averment, indemnifying the Client against and from all types of Claims, Damages, losses and expenses [including Legal fees and expenses] for damages and or losses caused by /adjudged to be attributable to negligence, wilful act or Breach of Contract by the Specialist sub Consultant engaged by Consultant.</p>
16	Serial no-1-Team Leader of Para-III[Qualification of experts]-TOR-Section-7	68-69	<p>In column no-5 [Experience], supplement the existing provision with the following;</p> <p>“ or Must have minimum 15 Years of experience in complete Project implementation of Railway infrastructure [preferably DB project involving Design, execution , testing and commissioning-Work experience, during implementation of such Railway Infrastructure DB Project as an expert /Professional of Consultant/Project Management Consultant i.e. Engineer would qualify] Project(s), funded by International Funding Agencies like World Bank, ADB &amp; JICA.</p>

16.1	Table under Para-III [Qualification of experts]-TOR-Section-7	72	Add a Note below the Table under Para-III [Qualification of experts]-TOR-Section-7;  <ol style="list-style-type: none"><li>1. Requirements for above cited 10 Key Experts [in Column no-(2) above], under column no-[4] &amp; [5] above, are minimum, and;</li><li>2. The 'Desired Work Profile' [Column no-3 of Serial no-1-10 of Para-III [Qualification of experts] –TOR-Section7] would merit preference.</li></ol>
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--End of Addendum no-3 dated 03-06-2020 to RFP no- 2019/HQ/EN/PWC/HHRI/GC dated 22-01-2020 [ EOI notification-2019/HQ/EN/P/WC/HHRI/GC dated 22-06-2019]--