

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
5th Floor Pragati Maidan Metro Station Building, New Delhi-110001

Amendment/Corrigendum No.2 Dated: 14.07.2017

IFB No: HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated 15.05.2017,
NCB Bid Document No.: HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated 15-05-2017

Please refer to the above Invitation for Bid (IFB) uploaded on DFCC website for the work “PROJECT MANAGEMENT CONSULTANCY for Design, Supply and Construction of Track, Signaling & Telecom works, Traction Power Supply, SCADA, OHE, General Electrical Works and Testing & Commissioning for double track electrified railway line from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor”, following Amendment/Corrigendum is being issued in the RFP document/NCB Bid Document No. HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated 15-05-2017 :

SN	Bid Document Section	Clause No. and page No.	Amendment in the RFP/Bid Document
1.	Section-1 (Notice Inviting ‘Request For proposal’)	Para 6 (Page 7 of 162)	Add the following at the end of Para 6 : “Alternatively, Bid Security in the form of Bank Guarantee as per Form-9 drawn on any scheduled/nationalised banks in India can be submitted along with the proposal.”
2.	Section-2 (Instructions to Consultant, Data Sheet and Evaluation & Selection Criteria)	B. INSTRUCTIONS TO CONSULTANTS, Para 4.3.1, S.No.1(xi) of the Table, (Page 26 of 162)	Delete the contents of the ‘Remarks’ column at S.No.1(xi) of the Table and replace with the following : “Form-9”
3.	Section-2 (Instructions to Consultant, Data Sheet and Evaluation & Selection Criteria)	B. INSTRUCTIONS TO CONSULTANTS, Para 5.4.1 (a), (Page 29 of 162)	Delete the contents of Para 5.4.1(a) and replace with the following : “The bid security as stated in Data sheet may be furnished in the form of a FDR/ Bank Draft/ Pay Order or Bank Guarantee as per Form-9 drawn on a Scheduled/Nationalised Bank in India in favour of “Dedicated Freight Corridor Corporation of India Limited” payable at Delhi/New Delhi. FDR/ BG for Bid Security shall remain valid for a period of 90 days beyond the validity of the proposal.”
4.	Section-2 (Instructions to Consultant, Data Sheet and Evaluation & Selection Criteria)	B. INSTRUCTIONS TO CONSULTANTS, Para 5.4.2, (Page 30 of 162)	Add the following at the end of Para 5.4.2 : “The Bid Security of successful bidder shall be returned on Execution of Contract Agreement and submission of Performance Guarantee.”
5.	Section-3 PROPOSAL FORMS (Technical & Financial)	CONTENTS Form-9 (Page 51 of 162)	Delete the contents of Description against the Form-9 and replace with the following : “Form for Bid security – Bank Guarantee.”

6.	Section-3 PROPOSAL FORMS (Technical & Financial)	Form 9 (Page 80 of 162)	Delete the content “STANDS DELETED” on this page and Insert the Form-9 provided in “Annexure to Amendment/Corrigendum No.2”
7.	Section-5 (General Conditions of Contract)	GCC Clause 7.1.1, (Page 158 of 162)	<p>Delete the contents of clause 7.1.1 and replace with the following :</p> <p>“The amount of the Retention money shall be 5% of the Contract Value. The amount of Retention money for this Consultancy will be recovered from the Consultant’s running bills @ 10% deduction from each such bill.</p> <p>Further the Consultant shall deposit a performance guarantee (the “Performance Guarantee”) for an amount not less than 5% of the Contract Value in the form of a Bank Guarantee in the Format at Form – 8 of Contract prior to the time of execution of the Contract. The Performance Guarantee submitted in form of Bank Guarantee shall be have validity minimum upto 60 days beyond the defect liability (Notification) period. Retention money will be appropriated and Performance Guarantee will be encashed, partly or fully, against breach of this Contract or for recovery of liquidated damages as specified in Clause 7.2 herein. The Consultant shall recoup the Performance Guarantee within one month of any encashment by the Employer. The Retention money and the Performance Guarantee shall be returned to the Consultant at the end of the Defect Liability (Notification) Period as specified in Clause 8 hereunder.”</p>
8.	Section-5 (General Conditions of Contract)	GCC Clause 4.2.4, (Page 153 & 154 of 162)	<p>Delete the contents of clause 4.2.4 and replace with the following :</p> <p>“In the event that any of the personnel is found by the Employer to be incompetent, guilty of misbehaviour, or incapable in discharging the assigned responsibilities, the Employer may direct the Consultant, at the expense of the Consultant, to forthwith provide a replacement with equivalent or better qualifications and experience with the approval of the Employer in case of evaluated positions i.e. Key Personnel/Profession (A) and for non-evaluated positions i.e. Sub-Key Personnel/Professional (B) & Field Engineers/Supervisors (C), the minimum qualifications and experience meeting the eligibility specified in the Contract and acceptable to the Employer. Each replacement for a Personnel at any time during the implementation of the contract, either on the request of the Employer pursuant to the provisions specified in the Clause or by the Consultant on its own, shall cause a deduction of the remuneration specified in clause 4.4 below for the Personnel in the Contract at the time of such replacement.”</p>

9.	Section-5 (General Conditions of Contract)	GCC Clause 4.4, (Page 154 of 162)	<p>Delete the contents of clause 4.2.4 and replace with the following :</p> <p>“The Employer expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Employer will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such Key Personnel being provided in replacement shall be similar or better qualified and experienced personnel as compared to originally provided in the Contract, to the satisfaction of the Employer.</p> <p>(a) For any reason beyond the reasonable control of PMC (e.g. death or physical disability), it becomes necessary to replace any of the Personnel, the PMC shall forthwith provide a person of equivalent or better qualifications and experience with the approval of the Employer. In this case, the billable monthly rate applicable to such person shall not be affected by replacement.</p> <p>(b) In all other cases of replacement of Personnel i.e. replacement of any Personnel under category of Personnel/Professional,</p> <p>(i) there will be no change in the billable monthly rate for the first replacement against any position provided total replacements for that category of Personnel/Professionals are within 40% of the original strength of the respective category.</p> <p>(ii) for second or subsequent replacement against any position or for total replacement under a particular category beyond 40% of the original strength of that category, the billable monthly rate to be paid to any of the Personnel/ Professional provided as a replacement shall be 90% of the billable monthly rate which would have been payable to the Personnel/Professional replaced.</p> <p>(iii) if the new Personnel/ Professional coming as a replacement remains in service for a continuous period of six months or more, the billable monthly rate to be paid to him shall be restored to the billable monthly rate which would have been payable to his predecessor.”</p>
10.	IFB : Corresponding dates in the IFB stand modified as per above.		

GGM/CO/EC

Form of Bid Security (Bank Guarantee)

BANK GUARANTEE

..... [*Insert Bank's Name, and Address of Issuing Branch or Office*]

Beneficiary: Dedicated Freight Corridor Corporation of India Limited, 5th Floor, Pragati Maidan Metro Station Building Complex, New-Delhi-110 001.

Date:.....

Bid Security Bank Guarantee No.:

We have been informed that [*Insert name of the Bidding Consultant*] (hereinafter called "the Consultant") intends to submit you its bid/proposal (hereinafter called "the bid/proposal") for the Project Management Consultancy services for [*insert name of consultancy work*] under Invitation for Bid No.HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated 15.05.2017 ("the IFB").

Furthermore, we understand that, according to your conditions, bid/proposal must be supported by a bid guarantee.

At the request of the Consultant, we [*Insert name of the Bank*] . . . [*Insert address of the Bank*] . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of amount in figures (. **amount in words**) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the bid/proposal conditions, because the Consultant:

- (a) has withdrawn its bid/proposal during the period of bid/proposal validity specified by the Consultant in the Form of bid/proposal;
- or
- (b) having been notified of the acceptance of its bid/proposal by the Employer during the period of bid/proposal validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the RFP document.

This guarantee will expire:

- (a) if the Consultant is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Consultant and performance security issued to you upon the instruction of the Consultant;
- and
- (b) if the Consultant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Consultant of the name of the successful Bidder; or (ii) **Ninety days (90) after the expiration of the Consultant's bid/proposal.**

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, **ICC Publication No. 758.**

Date

Place.....

[Signature of authorized person(s) of Bank]

[Name(s) of authorized signatory(ies)]

Designation(s)

Bank's seal

Note: All italicized text is for use in preparing this form and shall be deleted from the final document.