

**Amendment No. 1 dated 18.12.2020 to**

**E-Tenders for - Appointment of Consulting Organization for assisting PFC Consulting Ltd. in Project Management Consultancy for implementation of work of releasing power supply to M/s. Konkan Railway Corp. Ltd. for their traction substations at Tivim and Balli at 110 kV and 220 kV respectively**

S. No.	Existing Provision	Amended Provision
4.	Important Dates and EMD S. No. e) Earnest Money Deposit (EMD) in the form of Demand Draft / NEFT/ RTGS made in favour of PFC Consulting Limited, New Delhi valid for a period of 180 days. EMD of non-successful bidders shall be returned within 15 days of issuance of Letter of Award (LoA) to the successful bidder.	The bidder is required to submit Bid Security Declaration as per the format enclosed at <b>Annexure-1</b>
5.	Important Dates and EMD S. No. f) Bank details for NEFT / RTGS	Not Applicable
6.	Important Dates and EMD Note S. No. 4  Bids of only those Bidders whose EMD is received will be opened. EMD shall be forfeited if any bidder withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of issuance of LoA.	Bids of only those Bidders whose Bid Security Declaration the attached format is received will be opened.
7.	FORM-1: COVERING LETTER S.No. 2  We have enclosed an EMD of Rs. _____ in the form of a Demand Draft no. _____ dated _____ or NEFT/RTGS transaction ref no. _____ dated _____ as per tender document.	FORM-1: COVERING LETTER S. No. 2  We have enclosed a Bid Security Declaration as per your proforma.
8.	Para 9.0 Contract Performance Guarantee (CPG) In the event of an award, the selected firm (Technical Consultant), within thirty (30) days of issue of Letter of Award (LoA) from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to 10% (Ten Percent) of the total consultancy fee. The Technical Consultant shall provide the name and contact details of the executives associated with the assignment. The CPG should be as per PFCCL's proforma and should be kept valid up to 18 (Eighteen) months from the Letter of Award which shall be extended till completion of the assignment, whichever is later.	In the event of an award, the selected firm (Technical Consultant), within thirty (30) days of issue of Letter of Award (LoA) from PFCCL, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) equivalent to <b>3% (Three percent)</b> of the total consultancy fee. The Technical Consultant shall provide the name and contact details of the executives associated with the assignment. The CPG should be as per PFCCL's proforma and should be kept valid up to 18 (Eighteen) months from the Letter of Award which

S. No.	Existing Provision	Amended Provision
		shall be extended till completion of the assignment, whichever is later.
9.	<p>FORM-9: PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE</p> <p>Note:</p> <p>This sum shall be ten percent (10% of the total Contract Price).</p> <p>The CPG should be as per PFCCL's proforma and should be kept valid upto 18 (eighteen) months from the Letter of Award which would be extended till completion of the assignment, whichever is later.</p> <p>The stamp paper of appropriate value shall in the name of Bank issuing the guarantee.</p>	<p>FORM-9: PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE</p> <p>Note:</p> <p>This sum shall be <b>three percent (3% of the total Contract Price)</b>.</p> <p>The CPG should be as per PFCCL's proforma and should be kept valid upto 18 (eighteen) months from the Letter of Award which would be extended till completion of the assignment, whichever is later.</p> <p>The stamp paper of appropriate value shall in the name of Bank issuing the guarantee.</p>

**FORMAT OF THE BID SECURITY DECLARATION**

*[On the Letter Head of the Bidding Company/Lead Member of Bidding Consortium]*

**Date:** .....

**To,**

**General Manager**

**PFC Consulting Ltd.**

9<sup>th</sup> Floor, A-Wing,

Statesman House, Barakhamba Lane, Connaught Place,

New Delhi – 110001

Dear Sir,

**Sub: Bid Security Declaration in lieu of Bid Bond/Earnest Money Deposit (EMD) in respect of Bid for assistance to PFC Consulting Limited (PFCCL) in Project Management Consultancy for implementation of work of releasing power supply to M/s. Konkan Railway Corp. Ltd. for their traction substations at Tivim and Balli at 110 kV and 220 kV respectively**

Being duly authorized to present and act on behalf of M/s ..... (insert name of Bidding Company) (hereinafter called the “Bidder”) and having read and examined in detail the **Electronic Tender Document (ETD)** document, the undersigned hereby agree the following:

1. We, ..... (insert name of Bidding Company) are submitting the Bid for **assistance to PFC Consulting Limited (PFCCL) in Project Management Consultancy for implementation of work of releasing power supply to M/s. Konkan Railway Corp. Ltd. for their traction substations at Tivim and Balli at 110 kV and 220 kV respectively**, in response to the ETD dated \_\_\_\_\_ issued by PFCCL, as per the terms of the RFP.
2. We, ..... (insert name of Bidding Company) are submitting this Bid Security Declaration in lieu of the Bid Bond.
3. We, ..... (insert name of Bidding Company) have read the terms & conditions of ETD in particular regarding invocation/ forfeiting of the Bid Bond by the BPC under various circumstances.
4. We agree that, ..... (insert name of Bidding Company) shall be suspended from participation in the bidding process for future Tenders of PFCCL for a period of two (02) years from the bid submission date upon occurrence of a situation that otherwise would have led to revocation/forfeiture of Bid Bond as per provisions of ETD.

For and on behalf of Bidding Company

M/s.....

.....  
(Signature of authorised signatory)

Name: .....

Designation: .....

Date: .....

Place: .....

**FORM-9: PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE**

**(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

The non-judicial stamp paper should be in the name of issuing bank

Ref. No.

Bank Guarantee No.....

Date.....

To,

**PFC Consulting Ltd.**

9<sup>th</sup> Floor, A-Wing,

Statesman House, Barakhamba Lane, Connaught Place,

New Delhi – 110001

Dear Sirs,

In consideration of the PFC Consulting Limited (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) have awarded to M/s .....with its Registered/Head Office at.....(hereinafter referred to as the 'Consultant' by issue of Owner's Letter of Award No.....dated.....and the same having been unequivocally accepted by the Contractor/Consultant resulting into a contract valued at.....for .....(Scope of Contract) and the Contractor/Consultant having agreed to provide a Contract Performance Guarantee for the faithfully performance of the entire contract equivalent to .....% (per cent) of the said value of the contract to the Owner.

We .....(name and address), having its Head Office at.....(herein after referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/Consultant to the extent of .....as aforesaid at any time upto.....(days / month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/Consultant any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/Consultant or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/Consultant. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor/consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/Consultant or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor/Consultant and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor/Consultant liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to.....and it shall remain in force upto and including and shall be extended from time to time for such period, as may be desired by M/s..... whose behalf this guarantee has been given.

Dated this ..... Day of ..... 2020.....at .....

WITNESS: (Authorised Signatories of the Bank)

1.

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official address)  
Stamp  
.....

.....  
(Designation with Bank)

Attorney as per Power of Attorney  
No/Signature no.

Dated .....

2.

.....  
(Signature)

.....  
(Name)

.....  
(Official address)

**Note:** This sum shall be **three percent (3% of the total Contract Price)**.

The CPG should be as per PFCCL's proforma and should be kept valid upto **18 (eighteen) months** from the Letter of Award which would be extended till completion of the assignment, whichever is later.

The stamp paper of appropriate value shall in the name of Bank issuing the guarantee.