RITES Ltd. /Contract Policy Cell/Gurugram

Standard RFP Document for Procurement of Consultancy Services, March-2024

Correction Slip No. 3

Section I: Request for Proposal Letter (RFPL)

1. The existing sub clause 6 (2.A) may be deleted and replaced with the following:

2.A Whether Clause 6.(2) (Integrity Pact) shall be applicable *YES/ *NO
*(*Strike out whichever is not applicable)*

In case Integrity Pact is applicable, (*When estimated cost of services put to tender is* ***Rs.1.5 crores or more***), the following Independent External Monitors who have been appointed by the Central Vigilance Commission, shall monitor implementation of IP -

Name, Address and e-mail ID of IEM 1

.....

Name, Address and e-mail ID of IEM 2

.....

Name, Address and e-mail ID of IEM 3*

.....

*Note for Tender Preparing Authority: *The names and addresses of all present IEMs are to be mentioned.*

Complaints arising from tendering process shall be, as far as possible, referred to all the IEMs for their joint investigation and recommendation. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

Name, Designation, Address and e-mail ID of RITES' Liaison Officer for Integrity Pact

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2. The first row of Additional Clauses (regarding Integrity Pact and IEMs) mentioned at S. No. 8.0 of the table may be deleted and replaced with the following:

8.0	**Additional Clauses**		
Clause	**Description**		
Integrity Pact to be Signed and Submitted along with proposal (RFPL sub clause 6(2))	*[Yes or No]*	Names and contact details of Independent External Monitors (IEMs) and RITES Liaison Officer for Integrity Pact (Refer RFPL sub clause 6(2A))	*Name, Address and e-mail id of IEM 1: *Name, Address and e-mail id of IEM 2: *Name, Address and e-mail id of IEM 3:

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			*Name, Designation, address and e-mail id of RITES Liaison Officer for Integrity Pact: *[TIA shall fill above details]

Section II: Instructions to Bidders (ITC)

3. **S. No. 3(a) of sub clause 8.3 (Proposal Validity) may be deleted and replaced with the following:**

3 (a) The consultant has the right to refuse to extend the validity of its proposal, in which case such proposal shall be dealt as per sub-para 4 below.

4. **In sub clause 8.3 (Proposal Validity), a new sub-para (4) is added below sub-para (3) as given below:**

4) In case, the bidder(s) refuse to extend the validity of bid on such request or withdraw its offer between the deadline for submission of bids and the expiration of the period of bid validity, following shall be applicable:

a) If the above event happens before completion of the Techno-commercial evaluation, then the Techno-commercial evaluation (including the withdrawn bids) shall be completed. If a withdrawn bid qualifies in techno-commercial evaluation, financial bid(s) of such bidders shall also be opened, and action shall be taken as per sub-para below.

b) If the above event happens after the techno-commercial evaluation but before the completion of the financial bid evaluation, then the financial bid evaluation (including withdrawn bids) shall be completed. If a withdrawn bid happens to be the L1 bidder (lowest acceptable bidder, who is techno-commercially qualified for delivery of services and would have been awarded a contract, but for his refusal to extend validity), the tender must be retendered. However, such L1 price of the withdrawn bids shall not be taken as precedence for determining price estimates or reasonableness.

5. **S. No. 3 (d) of sub-para 8.4.1 (Bid Security/ EMD) of sub clause 8.4 (Bid Security/EMD & Bid Security Declaration Related Documents), i.e., Insurance Surety Bond is elaborated as given below:**

d) Insurance Surety Bond- An Insurance Surety Bond (ISB) is a three-party agreement that provides financial assurance to one party (the beneficiary) by another party (the surety or bonding company) on behalf of a third party (the principal). ISB ensures that the principal fulfils their contractual obligations.
Unlike a Bank Guarantee, it is a type of premium-based insurance product and does not require a deposit of a collateral amount by the principal with the surety. Here are the key components:

1. **Principal**: The principal is the party that obtains the surety bond. The principal is typically the contractor or service provider who provides the Bid/ performance security to the Procuring Entity.

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2. **Beneficiary**: The beneficiary is the party (Procuring Entity) that requires the Insurance surety bond. The beneficiary seeks financial protection in case the principal fails to meet their obligations.

3. **Surety Insurer**: The surety insurer is the bond issuing entity (Bank or Insurance company) that issues the bond. They act as a guarantor, assuring the beneficiary that the principal will perform as promised. If the principal defaults, the surety insurer assesses the extent of default and determines the amount payable under the bond. If the principal does not pay within 14 days, the surety insurer pays within 45 calendar days of receiving the necessary documentation.

6. **In sub clause 13.1.3 (Signing of Contract), sub-para (2) may be deleted and replaced with the following:**

13.1.3 Signing of Contract

2) After the award notification, the Procuring Entity shall share a copy of the Contract Agreement (as per Format 1: Contract Form along with sub-formats) to a successful Consultant for review. The Consultant may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of receipt. The Contract Agreement shall be executed on non-judicial stamp papers of appropriate value within 21 days after the date of issue of the Letter of Acceptance and after submission and verification of the Performance Security. The consultant shall submit at his own cost, non-judicial stamp papers of appropriate value as per provisions of Indian Stamp Act.

7. **Sub-para (1) of Clause 14 (Grievance Redressal/ Complaint Procedure), may be deleted and replaced with the following:**

1) The consultant has the right to submit a complaint or seek de-briefing regarding the rejection of his proposal, in writing or electronically, within 5 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the **(mention complete address of Tender Inviting Authority)**.

Section III: Appendix to Instructions to Consultants (AITC)

8. **A row of ITB clause 8.4.1(3)(e) in the Table under Section III: AITC regarding verification of Bank Guarantee may be deleted and replaced with the following:**

Column 1 ITC clauses	Column 2 To be read as
ITB 9.4.1(3)(e)	**Verification of Bank Guarantee (BG)** In order to have a secured IT enabled verification/confirmation of BGs from system of issuing Bank to RITES using SFMS facility through Indian Bank, following conditions shall apply:- a) Bank Guarantee issued by issuing Bank **must be routed through SFMS platform** and IFN 760 must be sent from BG issuing Bank to Indian Bank. In case of extension, BG must be routed through SFMS platform and IFN 767 must be sent from BG issuing Bank to Indian Bank.

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	b) Bidder shall submit to RITES LIMITED the copy of SFMS message as sent by issuing Bank branch alongwith the original Bank Guarantee or extension of BG as the case may be. c) Particulars of RITES' Bank are provided below so that the bidder can share this particulars with their bank guarantee issuing Bank. **Bank details are as follows:** i. Bank address: Indian Bank, GF-3 Block B, Vipul Square, Sushant Lok, Phase I, Gurgaon. ii. Bank account No:6597266376 iii. Branch IFSC: IDIB000S149 iv. Branch MICR code: 110019038 In case, the bidder shows its inability to submit the bank guarantee from Issuing Bank, which is SFMS Compliant, RITES may accept paper Bank Guarantee sent to RITES directly by the issuing Bank under Registered Post (AD) / Speed Post / Courier / By Hand. However, a declaration that none of their banks branches is SFMS compliant shall be obtained with such Bank Guarantees.

Section IV: General Conditions of Contract (GCC)

9. Sub-para 2) b) of sub clause 5.8 (Performance Bond/Security) may be deleted and replaced with the following:

b) Bank Guarantee (including an e- Bank Guarantee) issued by a scheduled commercial bank in India, in the prescribed form provided in Appendix E to Format 1: Contract Form.

10. Sub-para 5) of sub clause 5.8 (Performance Bond/Security) may be deleted and replaced with the following:

5) If a contract is amended, the Consultant shall furnish amended Performance Security with revised value and validity within twenty-eight days of the issue of such amendment.

11. Sub-para 4) of sub clause 10.2 (Taxes and Duties) may be deleted and replaced with the following:

4) Statutory Variation Clause: Unless otherwise stated in the contract, statutory variation (fresh imposition and/ or variation) in applicable GST rate/ Customs Duties or other taxes and duties mentioned in the contract, only during the period from the date of submission of the tender to the date of acceptance of the tender (that is, placement of the contract) and during the original/ re-fixed delivery period of the contract shall be borne by the Procuring Entity. Any increase in the rates of GST beyond the original/ re-fixed delivery period shall be borne by the consultant. The benefit of any reduction in the GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for the quoted HSN code only, against documentary evidence, provided such an increase in GST rates is after the tender submission date and shall not be applicable for any misquotation of the HSN number or incorrect GST rate by the bidder.

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(Note: Re-fixed delivery period means the fresh delivery period, which is arrived at by recasting the original contractual delivery period after taking care of the lost period, for which the consultant was not responsible.

12. **In sub clause 10.2 (Taxes and Duties), a new sub-para 5) i.e., Statutory Duties/ Taxes/ Levies that are to be borne by the bidder may be added as given below:**

5) Statutory Duties/ Taxes/ Levies that are to be borne by the bidder:

Following Statutory Duties/ Taxes/ Levies are to be entirely borne by the bidder, including any statutory variations thereon and the Procuring Entity would not be responsible for these:

a) **Personal and Corporate Tax:** Bidder shall bear all Personal/ corporate taxes imposed on owners/ company/ Joint Venture/Subcontractors or their employees.

b) **Taxes on Sub-Contractors, Vendors:** Bidder shall bear all taxes, including GST, as may be imposed on Consultant or supply-chain (sub-Consultants, Vendors, etc.).

13. **Sub clause 12.1.4 (Limitation of Liability) is deleted and replaced with the following:**

12.1.4 Limitation of Liability

1. Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Consultant to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Consultant to indemnify the Procuring Entity including on ground of indemnification concerning IPR & Confidentiality.

2. Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which the other Party may suffer in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Consultant to pay liquidated damages to the Employer.

Section V: Special Conditions of Contract (SCC)

14. **A row of GCC clause 5.8.2)(b) in the Table under Section V: Special Conditions of Contract regarding verification of Bank Guarantee may be deleted and replaced with the following:**

Column 1 **GCC clause**	**Column 2** **To be read as**
5.8.2)(b)	**Verification of Bank Guarantee (BG)** In order to have a secured IT enabled verification/confirmation of BGs from system of issuing Bank to RITES using SFMS facility through Indian Bank, following conditions shall apply:-

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	a) Bank Guarantee issued by issuing Bank **must be routed through SFMS platform** and IFN 760 must be sent from BG issuing Bank to Indian Bank. In case of extension, BG must be routed through SFMS platform and IFN 767 must be sent from BG issuing Bank to Indian Bank. b) Bidder shall submit to RITES LIMITED the copy of SFMS message as sent by issuing Bank branch alongwith the original Bank Guarantee or extension of BG as the case may be. c) Particulars of RITES' Bank are provided below so that the bidder can share this particulars with their bank guarantee issuing Bank. **Bank details are as follows:** i. Bank address: Indian Bank, GF-3 Block B, Vipul Square, Sushant Lok, Phase I, Gurgaon. ii. Bank account No:6597266376 iii. Branch IFSC: IDIB000S149 iv. Branch MICR code: 110019038 In case, the bidder shows its inability to submit the bank guarantee from Issuing Bank, which is SFMS Compliant, RITES may accept paper Bank Guarantee sent to RITES directly by the issuing Bank under Registered Post (AD) / Speed Post / Courier / By Hand. However, a declaration that none of their banks branches is SFMS compliant shall be obtained with such Bank Guarantees.

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15. **In Form T-9A (Bank Guarantee Format for Earnest Money Deposit (EMD)), the para 6. starting from "This guarantee will remain --------" and ending with " ------- not later than the above date" may be deleted.**

16. **In Form T-9A (Bank Guarantee Format for Earnest Money Deposit (EMD)), a note is to be added at the end as given below:**

Note:

1. There should be adequate gap, preferably 06 months, in the Expiry/Validity date and Claim Period. In case, a bank is not agreeing for claim period, the validity of Bank Guarantee should be for the period as per the provisions of Tender Document plus claim period of minimum three (03) months.
2. In case of any cutting or overwriting on the Bank Guarantee, it should be properly authenticated under the signature and seal of the officer(s) who has/have signed the Bank Guarantee.

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17. **In Appendix E (Bank Guarantee Format for Performance Security) to Format 1: (Contract Form), second sub-para starting from** "And Whereas you have stipulated -----" **and ending with** " --- obligations as per the contract" is deleted and replaced with the following:

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And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the consultant shall furnish you with a bank guarantee by a Scheduled Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

18. In Appendix E (Bank Guarantee Format for Performance Security) to Format 1: (Contract Form), a note is to be added at the end as given below:

Note:

1. There should be adequate gap, preferably 12 months, in the Expiry/Validity date and Claim Period. In case, a bank is not agreeing for claim period, the validity of Bank Guarantee should be for the period as per the provisions of Tender Document plus claim period of minimum six months.
2. In case of any cutting or overwriting on the Bank Guarantee, it should be properly authenticated under the signature and seal of the officer(s) who has/have signed the Bank Guarantee.

No. e-file C. No. 67290/RITES/CPC/Correction Slip No. 3 (Standard RFP Document for Consultancy Services)
Date: 28.03.2025

The above Correction Slip No. 3 to Standard RFP Document for procurement of Consultancy Services, March-2024 is issued with the approval of the competent authority.

28/03/2025

(Murali Krishna Krovvidi)
GGM/CPC

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1. Secy. to CMD/DP/DT/DF for kind information of CMD/DP/DT/DF please.
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4. GM/IT for getting uploaded on RITES website under Tenders → Standard Tender Documents for Services → RITES Standard RFP Document for procurement of Consultancy Services, March-2024 (Correction slip No. 3) and on RITES ESS Portal/ CPC Documents Tab.