

CORRIGENDA/ADDENDA – I

TO

NIT No. : WBHDCL/CGM/eNIT-1/2017-18 dated 10.04.2017

Memo No: 439 /WBHDCL

April 20, 2017

Name of Project: Consultancy Services for Preparation of Detailed Project Report for Strengthening and widening to 4 Laning of State Highway Corridors SH-3A from Chainage 0.00 kmp i.e. junction with E.M. By-Pass at the side of Ambedkar Setu (near Science City) to Chainage 29.00 kmp near Ghatakpur in the district of 24 Parganas (North) /(South)in West Bengal to be executed in EPC Mode

SI No	Reference Clause of RFP	Content in the RFP to be modified in Column (4)	Content of the RFP as specified in column (3) to be read as here under (Corrigenda /Addenda)
(1)	(2)	(3)	(4)
1.	Refer Clause 1.10, page 9 Bid Security	1.10 Bid Security 1.10.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs. 2.0 Lakhs (Rupees two lakhs only) in the form of a Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India in favour of the " Chief General Manager , WBHDCL' (the "Bid Security") valid	1.10 Bid Security 1.10.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs. 2.0 Lakhs (Rupees two lakhs only) in the form of a Bank Guarantee issued by one of the Scheduled Commercial Bank in India in favour of the " Chief General Manager , WBHDCL" (the "Bid Security") valid for a minimum period of

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		<p>for a minimum period of 150 days (i.e. 30 days beyond the validity of the bid) from the last date of submission of proposals and may be extended as may be mutually agreed between the Client and Consultants from time to time. The Bid submitted without Bid Security will be summarily rejected by Authority as non-responsive.. This Bid Security is returnable not later than 90 (Ninty) days from the date of Opening of the Bid. The Bid Security of the Selected Applicant and the Second ranked Team shall be returned, upon the Selected Applicant signing the Agreement.</p> <p>1.10.2 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.</p> <p>1.10.3 The Chief General Manager or any other officer of WBHDCL, directly or indirectly related with bidding process shall not be liable to pay any interest on the Bid Security and the same shall be interest free.</p> <p>1.10.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to Chief</p>	<p>150 days (i.e. 30 days beyond the validity of the bid) from the last date of submission of proposals and may be extended as may be mutually agreed between the Client and Consultants from time to time. This Bid Security is returnable not later than 90 (Ninty) days from the date of Opening of the Bid except in case of the two highest ranked bidders. The Bid Security of the Selected Applicant and the Second ranked Team shall be returned, upon the Selected Applicant signing the Agreement.</p> <p>1.10.2 Any Bid not accompanied by the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.</p> <p>1.10.3 WBHDCL or any officer of WBHDCL, directly or indirectly related with bidding process shall not be liable to pay any interest on the Bid Security and the same shall be interest free.</p> <p>1.10.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the WBHDCL any other right or remedy hereunder or in law or otherwise, the Bid Security shall be</p>

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		<p>General Manager , WBHDCL any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia the time, cost and effort of Chief General Manager , WBHDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:</p> <p>(a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.</p> <p>(b) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Para 6</p> <p>(c) In the case of the Selected Applicant fails within the specified time limit –</p> <p>(i) to furnish the Performance Security within the period prescribed in the Agreement.”</p> <p>(ii) to execute the Agreement with the Client, orIn the case of a Selected Applicant, if the Applicant</p>	<p>forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia the time, cost and effort of the WBHDCL in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:</p> <p>(a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.</p> <p>(b) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Para 6</p> <p>(c) In the case of the Selected Applicant fails within the specified time limit –</p> <p>(i) to furnish the Performance Security within the period prescribed in the LOA</p> <p>(ii) to execute the Agreement with the Client, or in the case of a Selected Applicant, if the Applicant fails to sign the Agreement</p>

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		fails to sign the Agreement	
2.	Refer Clause 3.1.1 (iii), page 11 , Preparation of Proposal	Document and E-tender Processing Fee: The non-transferable and non-refundable Document and E-tender Processing Fee amounting to Rs. 25,000 (Rupees Twenty Five Thousand only) in the form of Demand Draft in favour of West Bengal Highway Development Corporation Ltd. must be furnished in a separate envelop while submitting the proposal	Document and E-tender Processing Fee: The non-transferable and non-refundable Document and non-refundable E-tender Processing Fee amounting to Rs. 25,000 (Rupees Twenty Five Thousand only) in the form of Demand Draft in favour of West Bengal Highway Development Corporation Ltd. payable at Kolkata must be furnished in a separate envelop while submitting the proposal.
3.	Refer Clause 4.2.3.2 (a) (ii), page 17 , Preparation of Proposal	Document and E-tender Processing Fee: The non-transferable and non-refundable Document and E-tender Processing Fee amounting to Rs. 25,000 (Rupees Twenty Five Thousand only) in the form of Demand Draft in favour of West Bengal Highway Development Corporation Ltd.	Document and E-tender Processing Fee: The non-transferable and non-refundable Document and non-refundable E-tender Processing Fee amounting to Rs. 25,000 (Rupees Twenty Five Thousand only) in the form of Demand Draft in favour of West Bengal Highway Development Corporation Ltd. payable at Kolkata.
4.	Refer Clause 4.2.1.2 A2- Non-Statutory Cover, page 16 and 4.2.3.3 Part -1, Tech Proposal in		Add the following under "Certificates" Certificate of Firm's Turnover as per clause 3.1.1 (iii). Currency Conversion rate shall be Rs. 68 per US\$. For the purposes of technical evaluation of applicants, Rs.68

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	the table under sl no 1, page 18, Preparation of Proposal		per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies into US\$ shall be the conversion rate as on the last date of submission of the Proposals.
5.	Refer Clause 5.3.1, page 20 , Evaluation of Financial Proposal, the Second stage	In case for a particular package, only one firm is eligible for opening of Financial Proposals, the Financial Proposal may or may not be opened. The decision of the competent authority shall be final and binding. For financial evaluation, total cost of financial proposal excluding Service Tax shall be considered. Service Tax shall be payable separately/extra.	In case for a particular package, only one firm is eligible for opening of Financial Proposals, the Financial Proposal shall not be opened and the bid for that package shall be cancelled and WBHDCL shall invite fresh bids for this package. For financial evaluation, total cost of financial proposal excluding Service Tax shall be considered. Service Tax shall be payable extra.
6.	Refer Clause 5.3.4, page 20 , Evaluation of Financial Proposal, the Second stage		Add the following F = Amount of Financial Proposal of each of the Bidder
7.	Refer sl no 5, page 2 , Notice inviting RFP		The word "Supervision" is deleted from third line.
8.	Refer sl no 6, page	The bid should be submitted online in the prescribed	The bid should be submitted online in the prescribed

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	2 , Notice inviting RFP	format given in the website along with physical submission of some documents as specified in clause 4, Letter of Invitation (LOI). No other mode of submission is acceptable. Financial Bid shall have to be submitted in e-tendering mode only.	format given in the website along with physical submission of some documents as specified in clause 4 of Letter of Invitation (LOI). No other mode of submission is acceptable. Financial Bid shall have to be submitted in e-tendering mode only.
9.	Refer Clause 2.1, page 31 , Terms of Reference (TOR)	The main objective of the consultancy service is to establish the technical, economical, and financial viability of the project and prepare detailed project reports for rehabilitation and upgrading of the existing road to 2-Lane with Paved Shoulder configuration.	The main objective of the consultancy service is to establish the technical, economical, and financial viability of the project and prepare detailed project reports for rehabilitation and upgrading of the existing road to 4 Lane / 2-Lane with Paved Shoulder configuration.
10.	Refer Clause 6.6 (iv), page 21 , Negotiation	For total replacement beyond 66% of the total key personnel, the Client may initiate action for debarment of such consultant for future projects of authority for a period of 6 months to 24 months. If for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement a person of equivalent or better qualification and experience.	Total Replacement beyond 66 % of total key personnel, shall normally not be considered. However in exceptional circumstances, where it becomes absolutely essential the remunerations of the substitute shall be reduced by 50 % of the original person replaced. Replacement shall be by an equal or better scoring person, The Chief General Manager of WBHDCL may initiate action for termination/debarment of such consultant for future projects for a period of 6 months to 24 months depending upon the severity of case.
11.	Refer Clause 7 , page 22 , Performance Security	Performance Security	Performance Security

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		<p>The consultant will furnish in the format specified in the RFP within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee from a Nationalised Bank or Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. Performance Security shall be of amount equivalent to 10 % of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services. The Bank Guarantee will be released by the authority or his authorised representative upon expiry of 3 years beyond the date of completion of services provided rectification of errors if any, found during implementation of the contract for civil work has been done by the Consultant at their own cost and satisfactory report by the authority or his authorised representative in this regard is issued. For avoidance of doubt the Bank Guarantee for Performance security shall be valid for a period of 42 month from the date of commencement of service. If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty – encashment of Bid Security submitted by the Consultant</p>	<p>The consultant will furnish in the format specified in the RFP within 10 working days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee from a Nationalised Bank or Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. Performance Security shall be of amount equivalent to 10 % of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services. The Bank Guarantee will be released by the authority or his authorised representative upon expiry of 3 years beyond the date of completion of services provided rectification of errors if any, found during implementation of the contract for civil work has been done by the Consultant at their own cost and satisfactory report by the authority or his authorised representative in this regard is issued. For avoidance of doubt the Bank Guarantee for Performance security shall be valid for a period of 42 month from the date of commencement of service. If a Consultant fails to submit the Performance Security (as specified above), it shall attract penalty – encashment of Bid Security submitted by the Consultant</p> <p>In case of grant of Extension of Time for Consultancy</p>

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		In case of grant of Extension of Time for Consultancy Contract, the Bank Guarantee against Performance Security shall be got extended by the Consultant, at their own cost , from the issuing Bank at least 180 days prior to the expiry of validity of the Bank Guarantee, failing which Client shall be at liberty to invoke the Bank Guarantee for encashment.	Contract, the Bank Guarantee against Performance Security shall be got extended by the Consultant, at their own cost , from the issuing Bank at least 180 days prior to the expiry of validity of the Bank Guarantee, failing which Client shall be at liberty to invoke the Bank Guarantee for encashment.
12.	Refer Clause 10 , page 22 , Signing of Contract Agreement	Signing of Contract Agreement After having received the performance security and verified it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of valid Performance Security	Signing of Contract Agreement After having received the performance security and verified it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 7 working days of receipt of valid Performance Security

All other terms and conditions of shall remain unchanged.

20th April, 2017

Sd/-
Chief General Manager &
Director (Technical)