

**DEPARTMENT OF DEFENCE PRODUCTION (DDP) /
DIRECTORATE GENERAL OF QUALITY ASSURANCE (DGQA)**

12575/DGQA/DTIS/ENVIRONMENTAL TEST FACILITY

26 October 2021

CORRIGENDUM 1
RFP OF DEVELOPMENT OF DEFENCE TESTING INFRASTRUCTURE (DTI) FOR
ENVIRONMENTAL TESTS UNDER THE DEFENCE TESTING INFRASTRUCTURE SCHEME
(DTIS)

1. Refer to the Request for Proposal (RFP) for Development of Defence Testing Infrastructure (DTI) for Environmental tests under the Defence Testing Infrastructure Scheme (DTIS), issued vide Tender reference no 12575/DGQA/DTIS/ Environmental Test Facility Test Facility (Tender ID :- 2021_IN_628827_1) dated 14.10.2021.

2. The amendment to the Introduction & Background, Clause 4.1: Details of Bid security, Pg-14&15, Instruction to Bidders, Clause 4.3, Pg-19, Instruction to Bidders, Clause 4.4, Pg-19, Instruction to Bidders, Clause 5.1, Pg-19, Instruction to Bidders, Clause 8.5: Modifications/ Substitutions/ Withdrawal of Bids, Para-3, Pg-22, Appendix, Instruction to Bidders, Clause 15.2: Sub-Point-3, Instruction to Bidders, clause 15.6: Selection of Bidders; Para-4, Pg-28, Bid Data Sheet, Point-7: EMD/ Bid Security, Section: IV: Clause 1.1: FRAUD & CORRUPT PRACTICES, Pg-41, Appendix-A, Letter Comprising the Technical Bid, S.no-22, Pg-50, Appendix-D, Joint Bidding agreement, S.no-8: Termination, Pg-60, Appendix -M, Article -3, Clause 3.2: Damages for delay by the Implementation Agency, Pg-81, Appendix -M, Article -8 Performance security, Clause 8.1.1, Pg-94, Appendix -M, Article -8 Performance security, Clause 8.1.2, Pg-94, Appendix – M, Article 8 – Performance security, clause 8.4, Pg-94-95, Appendix – M, Article 23, Termination, Pg-119, Appendix – M, Article 29, clause 29.1, Pg132, Bid Submission. is hereby notified below for all applicants, the remaining terms and conditions of the RFP remains the same:-.

RFP Section/ Clause No	Existing Clause	Amended Clause
Introduction & Background, Clause 4.1: Details of Bid security, Pg-14&15	The lead member of the Bidder shall furnish the Bid security as part of its Bid, a Bid security of INR 80,00,000/- (Eighty Lakhs) in the form of an irrevocable and unconditional bank guarantee issued by nationalized bank, or a commercial scheduled bank in India having a Net worth of at least INR 1000 Crore (Rs. One Thousand Crore), in favor of the Authority in the Format at Annexure I (the “Bank Guarantee”) and having validity period of not less than 180 days (One Hundred Eighty) from the Bid due date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and Bidder from time to time. In case the Bank Guarantee	The Bidders are required to submit Bid Securing Declaration as per Appendix-T. The Bid Securing Declaration will also be required to be submitted by MSME/Startups who has been recognized as Startups by Department of Promotion of Industry & Internal Trade (DPITT).

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	<p>is issued by a Foreign Bank outside India, confirmation of the same by any nationalized Bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934.</p> <p>If the lead member of the Bidder is a registered MSME/ startup who has been recognized as Start-ups by Department for Promotion of Industry & Internal Trade (DPITT), then it will be required to submit a Bid securing declaration as per Appendix T. The Bidder shall submit documentary evidence to the extent as per the GOI notifications in this regard in order to avail the benefits of the same.</p>	
<p>Instruction to Bidders, Clause 4.3, Pg-19</p>	<p>The Authority reserves the right to reject any Bid and appropriate the Bid security if:</p> <p>a. At any time, a material misrepresentation is made or uncovered, or</p> <p>b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.</p> <p>Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. The disqualification will be applicable for all participants of the bidder. If such disqualifications/ rejection occurs after the Bids have been opened and the selected bidder gets disqualified/ rejected, the Authority reserves the rights to:</p> <p>i. invite the remaining Bidders to submit their Bids in accordance with RFP or:</p> <p>ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding process.</p>	<p>The Authority reserves the right to reject any Bid if:</p> <p>a. At any time, a material misrepresentation is made or uncovered, or</p> <p>b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. The disqualification will be applicable for all participants of the bidder. If such disqualifications/ rejection occurs after the Bids have been opened and the selected bidder gets disqualified/ rejected, the Authority reserves the rights to:</p> <p>i. invite the remaining Bidders to submit their Bids in accordance with RFP or:</p> <p>ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding process.</p>
<p>Instruction to Bidders, Clause 4.4, Pg-19</p>	<p>In case it is found during the evaluation or at any time before signing of the Contract Agreement</p>	<p>In case it is found during the evaluation or at any time before signing of the Contract Agreement</p>

RFP Section/ Clause No	Existing Clause	Amended Clause
	<p>or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Implementation agency either by issue of the LOA or entering into of the Contract Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Implementation agency, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Implementation agency and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law. In such event, Authority reserves its right to forfeit Bid Security or Performance Security as the case may be and impose those penalties as per the terms of the Contract Agreement and applicable laws.</p>	<p>or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Implementation agency either by issue of the LOA or entering into of the Contract Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Implementation agency, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Implementation agency and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law. In such event, Authority reserves its right to forfeit the Performance Security and Blacklist the bidder for a period of two years as per the provisions of Bid securing Declaration (Appendix-T) as the case may be and impose those penalties as per the terms of the Contract Agreement and applicable laws.</p>
<p>Instruction to Bidders, Clause 5.1, Pg-19</p>	<p>This RFP comprised..... Appendices X. Bid Security</p>	<p>Appendice X: Bid Security to be read as Appendice X: Bid Securing Declaration</p>
<p>Instruction to Bidders, Clause 8.5: Modifications/</p>	<p>No Bid may be withdrawn in the time period between the deadline of</p>	<p>No Bid may be withdrawn in the time period between the deadline of</p>

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Substitutions/ Withdrawal of Bids, Para-3, Pg-22	submission of Bids and the expiration of period of bid validity. Withdrawal of a bid during this interval may result in the forfeiting of Bidder's Bid security.	submission of Bids and the expiration of period of bid validity. Withdrawal of a bid during this interval may result in the Bidder being disqualified and blacklisted as per the provisions of the RFP and the provisions of Bid securing declaration submitted by the Bidder as per Appendix T.
Appendix	Appendix-I Bid Security	Appendix-I Bid Security stands Deleted from the RFP.
Instruction to Bidders, Clause 15.2: Sub-Point-3	As a first step towards..... <ul style="list-style-type: none"> • Technical bid is accompanied by the Bid security as per Appendix - I 	Sub-Point-3 to be read as following <ul style="list-style-type: none"> • Technical bid is accompanied by Bid Securing Declaration as per Appendix-T.
Instruction to Bidders, clause 15.6: Selection of Bidders; Para-4, Pg-28	After selection, a letter of award (LOA) shall be issued, in duplicate by the Authority to the selected bidder and the selected bidder shall within 7 days(s) of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event, duplicate copy of the LOA duly signed by the bidder is not received within the stipulated time, the Authority may, unless it consents to extension of time for submission thereof, appropriate the bid security of such bidder as damages on account of failure of the selected bidder to acknowledge the LOA.	After selection, a letter of award (LOA) shall be issued, in duplicate by the Authority to the selected bidder and the selected bidder shall within 7 days(s) of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event, duplicate copy of the LOA duly signed by the bidder is not received within the stipulated time, the Authority may, unless it consents to extension of time for submission thereof, shall blacklist the bidder as per the provisions of Bid securing Declaration (Appendix-T) for a period of two years for participation in the tendering process for the works of DDP-DGQA and works under the centrally sponsored schemes as damages on account of failure of the selected bidder to acknowledge the LOA.
Bid Data Sheet, Point-7: EMD/ Bid Security	INR 80,00,000/- (Eighty Lakhs) in the form of irrevocable Bank Guarantee. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by	Bid Securing Declaration as per Appendix T

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	Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the EMD, on submission of documents to the extent as per the Government of India notifications.	
Section: IV: Clause 1.1: FRAUD & CORRUPT PRACTICES, Pg-41	The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Implementation agency, as the case may be, if it determines that the Bidder or Implementation agency, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.	The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Implementation agency, as the case may be, if it determines that the Bidder or Implementation agency, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Performance Security and Blacklist the bidders for a period of two years as per the provision of Bid Securing Declaration (Appendix-T) for participation in the tendering process for the works of DDP-DGQA and works under other centrally sponsored schemes, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
Appendix-A, Letter Comprising the Technical Bid, S.no-22, Pg-50	We are providing the Bid Security of INR as specified in clause of the RFP to the Authority	22. We are providing the Bid Securing declaration as per Appendix T as specified in clause

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	in accordance with the RFP conditions.	4.1 of the RFP to the Authority in accordance with the RFP conditions.
Appendix-D, Joint Bidding agreement, S.no-8: Termination, Pg-60	This Agreement shall be effective from the date hereof and shall continue in full force and effect until financial close of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be	This Agreement shall be effective from the date hereof and shall continue in full force and effect until financial close of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified, as the case may be
Appendix -M, Article -3, Clause 3.2: Damages for delay by the Implementation Agency, Pg-81	In the event that (i) the Implementation Agency does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 3.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 3.1.2 or other breach of this Agreement by the Authority or due to Force Majeure, the Implementation Agency shall pay to the Authority Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security and subject to provision of additional time as per Clause 3.1.2, and upon reaching such maximum limit, the Authority may, in its sole discretion and subject to the provisions of Clause 8.2, terminate the Agreement. Provided further that such Damages for delay by the Implementation Agency for non-fulfillment of Conditions Precedent shall be payable within 15 (fifteen)	In the event that (i) the Implementation Agency does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 3.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 3.1.2 or other breach of this Agreement by the Authority or due to Force Majeure, the Implementation Agency shall pay to the Authority Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to 25% of the Performance Security, and upon reaching such maximum limit, the Authority may, in its sole discretion and subject to the provisions of Clause 8.2, terminate the Agreement. Provided further that such Damages for delay by the Implementation Agency for non-fulfillment of Conditions Precedent shall be payable within 15 (fifteen)

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	days of achievement of fulfillment of Conditions Precedent.	days of achievement of fulfillment of Conditions Precedent. Provided further that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause 3.1.2, no Damages shall be due or payable by the Implementation Agency under this Clause 3.3 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in Clause 3.1.2.
Appendix -M, Article -8 Performance security, Clause 8.1.1, Pg-94	The Implementation Agency shall, for the performance of its obligations hereunder, provide to the Authority no later than 60 (sixty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. *****₹ (Rupees *****) in the form set forth in Schedule D (the “ Performance Security ”). Until such time the Performance Security is provided by the Implementation Agency pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Implementation Agency.	The Implementation Agency shall, for the performance of its obligations hereunder, provide to the Authority no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. ***** (Rupees *****) in the form set forth in Schedule D (the “ Performance Security ”).
Appendix -M, Article -8 Performance security, Clause 8.1.2, Pg-94	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Implementation Agency within a period of 60 (sixty) days from the date of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Implementation Agency within a period of 30 (thirty) days from the date of this Agreement, all rights, privileges, claims and entitlements of the Implementation Agency under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Implementation

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	Implementation Agency under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Implementation Agency, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.	Agency, and the Authority shall have the right to terminate the Agreement. Further, the Implementation Agency and the selected Bidder/Consortium members and their Associates will be blacklisted for participation in the tendering process for the works of the Authority and works under other Centrally Sponsored Schemes, for a period of two (2) years from the bid due date of this Project.
Appendix – M, Article 8 – Performance security, clause 8.4, Pg-94-95	References to Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the Implementation Agency to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Implementation Agency, and the amount so determined shall be appropriated from the Bid Security or Performance Security, as the case may be.	References to Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the Implementation Agency to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Implementation Agency, and the amount so determined shall be appropriated from the Performance Security.
Appendix – M, Article 23, Termination, Pg-119	23.1 Termination for Implementation Agency' Default	Add after point (u) (v) the Implementation Agency fails to submit the Performance Security as per provisions of Article 8
Appendix – M, Article 29, clause 29.1, Pg132	“Bid Security” means the security provided by the Implementation Agency to the Authority along with the Bid in a sum of Rs. 60 lakh (Rupees sixty lakh), in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;	The definition of “Bid Security” stands deleted from the draft Grant Agreement.
Bid Submission	-	In addition, to the original Technical and Financial bid

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		being submitted by the bidders. The Bidders are also required to submit one "COPY" of the Technical Bid along with one CD consisting the scanned copy of the Technical Bid.



(Kuldip Singh Nehra)
Commander QA-DTIS