

Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise)

Addendum No. 5 dated 22-06-2018

Addendum/Amendments to the Bidding Documents for

Design, Manufacturing, Supply, Testing, Commissioning and Training of Plant and Equipment for Railway Track and Electric Over Head Equipment (OHE) on Dadri-Rewari-JNPT Network of Western Dedicated Freight Corridor

PLANT AND EQUIPMENT WORKS

PACKAGE – 6

Ref.: ICB NO. PE P-6

The deletion from the earlier text of the Bid Document are indicated as strikethroughs and additions are underlined, unless specified otherwise in any of the addendum.

Sl. No.	Vol	Section	Page No.	Clause/Para No.	Item	Proposed amendments in the Bidding Documents
1	I	Section 6	132/172	Para 3.(c)	Sl. No. 3 of Addendum No. 2	<p>The first line of para below Sub Para 3(i) c) be replaced as under:</p> <p>The above Payments shall be made on submission of Bank Guarantee, <u>except cases in accordance with clause 3(i) c) above</u>, for an equivalent amount in various currencies valid for a period of 56 days</p>
2	I	Section 5	115/172	17.6	Sl. No. 9 of Addendum No. 1 [Limitation of Liability]	<p>Modify the Sl. No. 9 of the Addendum No. 1 as under:</p> <p>In the second para of the GC sub Clause 17.6, the text “.... Shall not exceed the sum stated in the Particular conditions or (If a sum is not so stated) the accepted Contract Amount” shall read as under;</p> <p>“....shall not exceed the accepted Contract amount, as per the Price Schedule, of the affected group (s) of P&E”</p>

						Note-“Group of P&E” shall mean the Total number of P&Es to be provided as mentioned in the last column of Table-1 titled ‘Definition of Sections and Time for Completion’ (at Page no-101/172 Vol-1 of the Bid document for the Contract Package PE P-6).
3	I	Section 5	100/172	14.3 c	Percentage Retention (ATB)	Replace Ten percent (10%) by five percent (5%) in the first sentence.
	I	Section 5	114/172	14,9(b)	Payment of Retention Money	<p>Delete 1st para of 14.9.</p> <p>Replace 2nd para 14.9 as under:</p> <p>Fifty (50) percent of the Retention Money shall be released on the completion of the Defect Notification Period of the concerned P&E and balance Retention Money on completion of the latest of the expiry dates of the Defect Notification Period of the last P&E in the Section, subject to certification by the Engineer for payment to the Contractor.</p> <p>Delete the last para of 14.9.</p>
4	I	Section 5	103/172	1.1.6.7	Sl. No. 6 of Addendum No. 2 and Other Definitions	<p>Modify the Sl. No. 6 of Addendum No. 2 as under:</p> <p>Site means the place <u>Employer’s facility</u> where the Permanent Works (Plant and Equipment) are to be delivered subject to revision through Engineers direction. <u>i.e. the Track Machine Depot (TMD) at Saradhana station of WDFC rail network in accordance with sub-clause 14.2 of Section 8 of Employer’s Requirement.</u></p>
5	I	Section 5	105/172	2.1	Right of Access to the Site	Delete PC Sub Clause 2.1

6	I	Section 5		8.3	Programme	<p>Modify GC 8.3 (a) as under:</p> <p>(a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design, Contractor’s Documents, procurement, manufacture, inspection, <u>schedule for mobilization of the organization of Service Engineer and date by which it intends to take possession of Site which in any case shall not be earlier than then 52 weeks from the Commencement Date, delivery at Site, construction, erection, testing, commissioning, and trial operation, defect liability and training.</u></p>
7	I	Section 6	109/172	11.1	Completion of Outstanding Work and Remedying Defects	Delete PC sub Clause 11.1
	II	Section 8	24/223	19.3	Defect Notification Period	Delete sub-clause 19.3
8	II	Section 8	19 of 223	15(e)	Inspecting Officials – power of rejection	<p>Add the following at the end of sub-clause 15(e)</p> <p><u>However, the boarding and lodging cost shall be limited to the same number of inspecting officials who inspected the P&E initially with air travel by economy class only. Extra number of days, if required, shall be borne by the Employer.</u></p>
9	I	a. Section 3 b. Section 7 c. Section 7 d. Section 7	a.79/172 b.161/172 c.162/172 d.163/172		a. Form of Bid Security b. Performance Security c. Advance Payment Security d. Security against 90% payment----Inspection Report	<p>Modify the Beneficiary as under where not provided:</p> <p>Beneficiary: Dedicated Freight Corridor Corporation of India Ltd. 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi – 110 001. <u>(whom the Contract defines as “the Employer”)</u></p> <p><u>Insert at the end of the Form, the following where not provided:</u></p> <p><u>This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication no. 758.</u></p> <p>And insert at the penultimate para the following:</p> <p><u>“Notwithstanding anything contained herein;</u></p>

						<p>a) <u>our liability under this guarantee shall not exceed [insert the amount of the guarantee] only;</u></p> <p>b) <u>this guarantee shall be valid and remain in force up to and including [insert the expiry date]; and</u></p> <p>c) <u>we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if the beneficiary serve upon us a written claim or demand on or before [insert the expiry date].”</u></p>
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