

**Dedicated Freight Corridor Corporation of India Limited**

(A Government of India Enterprise)

Addendum No. 1 dated 9<sup>th</sup> Feb 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 Clauses/para No. of the Bid Document are indicated as strikethroughs and additions are underlined, unless specified otherwise in any of the addendum.

Sl. No.	Volume	Section	Page No.	Clause/Para No.	Item	Amendments in the Bidding Documents
1	Invitation for Bids		I of iv	4.1		The bidding documents shall be available for sale at the office of the DFCCIL as mentioned in Para 3.0 above during 11:00 hrs. to 17:00 hrs. on all the working days from 1 <sup>st</sup> Dec. 2017 to <del>1<sup>st</sup> March</del> <u>3<sup>rd</sup> May</u> 2018 and only up to 12:00 Hrs on <del>2<sup>nd</sup> March</del> <u>4<sup>th</sup> May</u> 2018 and can be purchased by interested bidders on submission of a written request to the address given above along with non-refundable payment of Rs. 50,000/- only [Rs. Fifty Thousand only] plus 12% IGST or 6% Delhi GST & 6% CGST, as applicable., in the form of DD or Banker's cheque from any Nationalized or Scheduled Bank of India or any Japanese Bank having correspondent arrangements with Indian Bank in favour of "Dedicated Freight Corridor Corporation of India Ltd, New Delhi".
	I	Section 1 Part B	26/172	ITB 22.1	Deadline for Submission of Bid	The deadline for bid submission is: <u>4<sup>th</sup> May (Fri)</u> <del>2<sup>nd</sup> March</del> 2018 1400 hrs.
	I	Section 1 Part B	26/172	ITB 25.1	Bid Opening	<u>4<sup>th</sup> May (Fri)</u> <del>2<sup>nd</sup> March</del> 2018 1500 hrs.

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2.	I	3	87 of 172	Last sentence of Para 6	Form I-B 1	The Other Manufacturer shall not be altered or substituted except with the expressed <del>written return</del> approval of the Employer.
3.	I	5	98 of 172	1.1.5.6	Part A- Appendix to Bid	Refer to Table "Definition of Sections and Time for Completion" attached with Appendix to Bid. <u>The term 'Section' with alphabet suffix' represents part of the Works and is different as compared to 'Section with Numeric suffix' which represents the Bidding Document with Specification.</u>  <b>Modify the heading of the 5<sup>th</sup> column as given below:</b>  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 5px auto;">                     Definition of Section <u>in respect to GC sub-clause 1.1.5.6</u>(Quantities of Plant and Equipment to be Procured under each Section)                 </div>
4.	I	5	99 of 172	ATB 8,7, 10.2 & 14.15 (b)	Delay Damages	0.5% (zero point five percent) of the <u>unit price of each P&amp;E</u> , based on the respective percentage of Accepted Contract Amount as per Schedule 4 of Financial Submission, per week of delay or part thereof in respect of the respective currency portions.
5.	I	5	99 of 172	ATB 8.7	Delay Damages	<u>The maximum amount of delay damages shall not exceed 5% (five percent) of the Accepted Contract Amount.</u> <u>In case of each unit of P&amp;E, the m</u> Maximum amount of Delay Damages shall be 5% (five percent) of the respective percentage of Accepted Contract Amount as per Schedule 4 of Financial Submission of each <u>unit of P&amp;E</u> in each of the respective currency portion.

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6.	I	5	99 of 172	ATB 14.2	Advance Payment	<p>The Employer shall pay on written request by the Contractor interest free Advance up to (Ten) 10 per cent of the Accepted Contract Amount and is payable in the currencies and proportions in which the Contract Amount is payable. The Advance Payment shall be released in two installments as under</p> <p>(Five) 5 percent: On submission of Performance Security, <del>and commencement of mobilization process</del></p> <p>(Five) 5 percent: On submission of the details of the utilisation of the initial Advance Payment of 5% duly certified by Independent Public or Chartered Accountant and approval of Design for the P&amp;E of minimum 3 (three) types of Key Machines pertaining to Section A.</p>
7.	I	5	103 of 172	PC 1.1.6	Other Definitions	<p>Replace 1.1.6.7 as follows: Site means the <del>place</del> Employer's facility where the Permanent Works (Plant and Equipment) are to be delivered subject to revision through Engineers direction.</p> <p>Add the following subparagraph 1.1.6.10 to this Sub-Clause; "Railway" means a Railway or any portion of a Railway for public carriage of passenger and goods as defined in the Indian Railway Act 1989.</p>

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8.	I	5	109 of 172	PC 8.7	Delay Damages	<p>Replace first paragraph of Sub-cause 8.7 as follows:</p> <p>“If <del>the</del> Contractor fails to complete the Works in accordance with the programme set forth in Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to sub-clause 2.5 [Employer’s Claim] pay delay damages to the Employer for this default. If the Contractor fails to supply any one or more P&amp;E on the date set forth for such completion in the Time for Completion stipulated for that Section, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Employer, it shall pay Delay Damages for each of the P&amp;E delayed to the Employer in a sum calculated at the rate stated in the Appendix to Bid till supply of the P&amp;E. If the stipulated completion period for that Section given in Table A is modified, then completion period for that Section in Sub-clause 8.2 shall stand modified. However, the total amount due under this sub-clause shall not exceed the maximum amount of delay damages (if any) stated in the Appendix to Tender.</p>
9.	I	5	115 of 172	17.6	Limitation of Liability	<p>Supplement this Sub-Clause with the following;</p> <p>Limitation of Liability shall be 100% of the value of Plant and Equipment(s) <u>supplied</u>. <del>This excludes the indemnity, insurance, delay damages etc. as stated in the Contract.</del></p>

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10.	I	6	132 of 172	Para 2	Schedule 4-Payment Schedule	<p><b>Modify the sub-clause as under:</b></p> <p>The Works has been divided into twenty-two Cost Centers along with their respective weightage percentages of the Contract Price in the Price Schedules. The value of each Cost Centre shall be based on a Contract Price applying the weightage assigned to the Cost Centre. For further estimating the interim payment, the Plant and Equipment is categorized into two groups for the purpose of payment namely;</p> <p>Group A: All P&amp;E covered under Employer's Requirements - Particular Technical Specifications Clause No. 9.1, 9.2, 9.3, 9.4, 9.6, 9.8 and 9.9 of Vol II (Payment Schedule No. 4.1 to 4.13, 4.18, 4.20 and 4.21</p> <p>Group B: All P&amp;E covered under Employer's Requirements – Particular Technical Specifications Clause No. 9.5, 9.7 and 9.10 of Vol II (Payment Schedule No. 4.14 to 4.17, 4.19 and 4.22)</p> <p><u>In case, a particular Payment Schedule stipulates supply for more than one P&amp;E in any Section (of that Payment Schedule) and the Contractor supplies lesser number, then corresponding pro-rata share of cost centre specified in that Schedule for supply of that P&amp;E shall be admissible for the purposes of Interim Payment Certificate for the units of P&amp;E actually supplied under that Schedule.</u></p>

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11.	I	7	166 of 172	Note	MOU for a subcontracting agreement with Specialist Manufacturer / Other Manufacturer	<p><b>Modify second sentence of the clause 1 as follows:</b>                      The Contractor and the Specialist/<del>Other Manufacturer</del> shall provide a formal agreement to the Employer prior to signature of Contract between the Employer and the Contractor.</p> <p><b>Insert at the bottom of the form as under:</b>  <u>Note – Regarding Other Manufacture(s), the MOU documents to be executed post award subject to Engineers approval.</u></p>
12.	I	7	167 of 172		Specialist and Other Manufacturer's Warranty	<p><b>The sub-clause D modified and E added in the form as under:</b></p> <p>(D) The Contract stipulates that the Contractor shall obtain the consent of the Engineer before entering into the Sub-contract <u>with the Other Manufacturers, and that the Contractor shall procure that the Specialist/Other Manufacturer executes a warranty agreement ("Warranty") in favour of the Employer.</u></p> <p>(E) <u>The Contractor shall procure that the Specialist/Other Manufacturer(s) executes a warranty agreement ("Warranty").</u></p> <p><b>Insert at the bottom of the form as under:</b></p> <p><u>Note – Regarding Other Manufacture(s), the Warranty and Sub-Contracting Agreement to be executed post award subject to Engineers approval.</u></p>
13.	I	5	100 of 172	14.9 ATB	Payment of Retention Money	<p><b>Insert in Part II: Part A Appendix to Bid GC sub-clause 14.9 as under:</b></p> <p><u>The relevant percentage for each Section shall be determined from Schedule 4 – Payment Schedule.</u></p>

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14	I	2	38/172	3.2(c)(iii)	Financial Resource	<b>Modify the Requirement as under</b> The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet <u>(i) cash-flow requirement of 17 Million USD, and (ii) the overall cash flow requirement for the Contract and other commitments.</u>
15	I	3	60/172	Form CON	Historical Contract Non-Performance	<b>Modify the note below the form as under:</b> # The contract non-performance <u>did not occur</u> means that the Contractor has not renege on his contractual obligations against any contract during the last 2 years from the Bid Submission date.
16.	II	8	8 of 223	4.2, 4.3, 4.4, 4.5 and 4.6	Codes, Standards and Specifications	<b><u>Insert after clause 4. Codes, Standards and Specifications as under</u></b>  <u>Some of the Codes &amp; Standards, stipulating respective functional requirements for compliance by the Bidders applicable for all P&amp;Es, are listed below. The non-exhaustive list has been appended for the guidance of the Bidders. Bidders may also refer other internationally accepted Codes and Standards in supplementation of their documented averment of compliance of respective functional requirements. Bidders may, as last recourse, duly delineating the reasons for non-adherence, in case of their required compliance with some aforesaid functional requirements, with any internationally accepted Codes and Standards, resort to Self-Certification with documentary evidence of the aforesaid compliance of functional requirements which would have to be supplemented by the documents establishing the acceptability and satisfaction of clients during design approval stage.</u>

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17.	II	8	8 of 223	4.10	Codes, Standards and Specifications	<b>Modify the sub-clause as under:</b> Fire prevention shall be suitably provided as per latest UIC standard or EN 45545 or RDSO's Specification No. RDSO/PE/CP/EMU/0001 Rev.0 of Aug.'2003 (Amendment No.1 of July'2006) and with the latest revision <u>or any other equivalent international standards.</u> The standard to be followed shall be finalized during the design stage and shall be applicable for <u>respective all P&amp;E. covered under this clause.</u>
18.	II	8	10 of 223	5.1	Reliability, Availability, Maintainability and Safety (RAMS)	<b>Modify the sub-clause as under:</b> The Reliability, Availability, Maintainability and Safety norms shall be specified, governed and conforming to EN 50126/IEC 62278 - Railway Applications <u>or the Standards followed in terms of the Sl. No. 16 of the Amendment No. 1 by the Specialist/Other Manufacturers.</u> <del>The Specification and Demonstration of Reliability, Availability, Maintainability and Safety (RAMS).</del>
19.	II	8	11 of 223	5.4 (g) (i)	Reliability, Availability, Maintainability and Safety (RAMS)	<b>Modify the sub-clause as under:</b> The <u>Specialist/Other Manufacture</u> of the Contractors shall follow <del>applicable or designed</del> similar standard for color coding of power wiring, control cables, air pipes, conduit, etc. on all the P&E <u>under its scope of supply</u> for easy identification during operation and maintenance.
20	II	8	11 of 223	7	Environment and Climatic condition	<b>Attachment No. 14 is attached after Attachment No. 13. Header on the same may be read as Attachment No. 14.</b>



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21.	II	8	14 of 223	11.4	Designs and Drawings	<p><b>Modify the sub-clause as under:</b>                      The procedure to be followed for the purpose of standardization of submittal of Design and Drawing, the Contractor shall follow the Appendix No. 5 on CAD and DOCUMENT STANDARDS. The Contractor shall supply and install the <del>Auto-CAD</del> <u>suitable</u> software (two numbers) for study of drawings by the Engineer and the Employer. The Contractor shall also train two <del>CAD</del> <u>computer</u> operators, as per requirement, <del>one each of Employer and Engineer</del> for the purpose. It is preferable for the Specialist/Other Manufacturer to use the same software for the development of design so that multiplicity of software is avoided.</p>
22.	II	8	15 of 223	12	Approval of Drawings by the Employer	<p><b>Heading of the clause is modified as under:</b>                      Approval of Drawings by the <del>Employer</del> <u>Engineer</u></p>
23.	II	8	17 of 223	13.12	Inspection, Testing and Commissioning	<p><b>Modify the sub-clause as under:</b>                      All P&amp;E shall be marked prominently with the logo of DFCCIL. <del>The logo shall also be embossed on major assembly/sub-assembly for easy identification of parts during maintenance service.</del> The Contractor shall seek guidance and approval from the Engineer/Employer about the logo mark, location of the marking, <del>assembly or sub-assembly considered relevant for such marking</del> etc. before dispatch of the P&amp;E to the site. <u>The logo of Contractor/Specialist/Other Manufacturer shall also be permitted subject to approval during design approval stage.</u></p>

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24.	II	8	18	14.3.4	Receipt of the P&E at the Site	<p><b>Modify the sub-clause as under:</b></p> <p>On confirmation that the machine passes the commissioning test, the Contractor, in writing, shall propose to undertake Site Acceptance Test for <del>a the required number of days</del> <del>period of seven days</del> during which the machine shall work for <del>a maximum</del> <del>minimum</del> of 20-50 hours depending on the type of the P&amp;E and to be decided during design approval. The objective of Site Acceptance Test is to prove the ITP of items which can only be tested during service and primarily consists of output, energy efficiency, speed, hauling capacity, safety, etc. The Site Acceptance Test for the objective of the validation will be conducted on the first P&amp;E only, and balance P&amp;E shall be put into service after commissioning.</p>
25.	II	8	18 of 223	15	Inspecting Officials power of rejection	<p><b>The beginning of the clause is modified as follows:</b> The <del>Engineer</del> <del>Employer</del> shall have the power to: -</p>
26	II	8	22 of 223	18.2	Training	<p><b>3rd Column Heading to be changed as under:</b></p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p><del>Minimum</del> <del>Maximum</del> Training Period in working days</p> </div>
27.	II	9	98-99 of 223	3.53 and 5.2	Working Mechanism of Rail Grinding Machine	Delete Sub-clause 5.2.

28.	II	9	99 of 223	4.3 to 4.7	Diesel Engine/Electric Generator of Rail Grinding Machine	<p><b>Heading of clause 4 modified as under:</b>          Diesel Engine/Electric Generator/<u>Drive Mechanism</u> of Rail Grinding Machine  <b>Repeated Clauses 4.4 to 4.7 have been replaced as under:</b>          4.4 <u>Drive Mechanism: An efficient traction drive system, through hydro dynamically /hydrostatic /electrical and capable of achieving full speed in both the directions, shall be provided. The system shall be designed so that all the driving wheels work in synchronization without slippage/ skidding of wheels during operation. The driving mechanism shall be designed to handle the acceleration and braking forces. Suitable differential system shall be provided between coupled wheels on the same bogie. High speed diesel oil to Indian Standard Specification shall only be used.</u></p> <p>4.5 <u>Suitable flow divider/ throttling arrangement shall be provided to equalize the tractive effort among different bogies. Adequate gauges to monitor driving and working performance shall be provided near operator's seat. Solenoid valves shall be provided near linkage assembly, for indication, flow control and for carrying out adjustments. To the extent possible, hydraulic and pneumatic component/assembly shall be fixed preferably on the side frame of the P&amp;E for easy day to day maintenance. Sight glass type fuel measuring gauge shall be provided on the fuel tank.</u></p> <p>4.6 <u>The pneumatic circuit shall be provided with air dryer for smooth working. The P&amp;E shall be equipped with adequate safety circuit to ensure unlocking of unsafe unit/ part and if the air pressure in brake circuit is less than 5 bars, the P&amp;E shall not move during run drive. The unlocking and locking indicators of all units shall be displayed in the cabin. Onboard system for online filtration and monitoring the quality of hydraulic oil shall be provided with clear indication for hydraulic oil being contaminated beyond permissible limits. High speed diesel oil to Indian Standard Specification shall only be used.</u></p>
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						4.7 <u>The Contractor shall provide the necessary technical details including circuit diagrams and detailed technical specifications of all electrical/ electronic parts to conform the above requirements.</u> <del>Sight glass type fuel measuring gauge shall be provided on the fuel tank.</del>
29.	II	8	17 of 223	14.2	Receipt of the P&E at site	Suitable space for accommodating the engineer, staff, material and tools, etc. of the Service Organization of the Contractor shall be provided at Employer's Facility named Track Machine Depot (TMD) at <u>Saradhana station of WDFC rail network, nominated TMD/IMD/SIMD</u> by the Employer to facilitate Commissioning, Site Acceptance Test, Training and compliance of the Defect Notification Period. <del>(this should be read along with clause 19.1 below).</del> <u>The P&amp;E from Saradhana to the nominated depot as per sub-clause 14.1 Section 8, shall be moved at Employer's cost. However, the training for operation and maintenance may be required at other IMD stations of WDFC network at Contractor cost.</u>
30.	II	8	9 of 223	4.8	Code, Standards and Specifications	<b>Insert 4.8.1 as under:</b> <u>In case of any ambiguity or discrepancy observed between a Section 9, Vol II and Reference Technical Specification in Vol III, Section 9 Vol II should hold precedence over Volume III in terms of PC sub-clause 1.5 (Priority of the documents). In case any gaps in information/deficiency is observed, the decision, during design review stage, of the Engineer, in the matter, shall be final and binding.</u>
31.	II	9	57 of 223	2.9	Dimensional and Operating Requirements	<b>Last sentence of 2.9 modified as under:</b> The maximum speed possible with <u>90</u> <del>80</del> gross ton wagon attached to it through simulation studies shall be submitted.

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32.	II	9	73 of 223	17 e.f.g.	Site Acceptance Test	<p><b>(f) and (g) are modified as under:</b></p> <p>(f) Cross section of ballast shall be taken at every 10 m or at low/high profile peaks of cross section and excess of over mean value shall be calculated. The machine shall be able to regulate in a distance of 250 m at the rate of min. <u>2000</u> <del>2600</del> cum/hr.</p> <p>(g) The machine shall be capable of generally regulating the ballast following a tamping machine at the rate of min <u>1.5</u> <del>2.0</del> track km in one hour of working in one or more passes.</p>
33.	II	9	111 of 223	3.17.b	Doors	<p>(b) Recording Car shall have four body side doors, two in each of cabs. An Additional door on <u>each</u> one of the side walls <u>may will shall</u> be provided. It should be possible to remove or carry the material through these doors. <u>The requirement of additional door in the middle is for unloading/reloading the removable equipment provided by the Contractor as per Employer's Requirement. In case, the Contractor ensures that all items can be loaded/unloaded through the cab doors, the requirement of middle door on both or either side shall be finalized at the time of design approval.</u></p>
34.	II	9	161 of 223	9 d	Stores of non-ferrous and small size ferrous item along with tool room	<p>d. Provision shall be made to carry 2 high rise <u>emergency</u> OHE masts of 12 m lengths. It can be taken out from the vehicle through a suitable opening provided at the front and rollers for smooth movement. <u>However, other option of providing fixtures for mounting underslung/underframe may also be acceptable during design review stage. Crane will be used for erection of the said emergency mast.</u></p>
35.	II	9	110/223	3.12	Requirement for strength of recording car body	<p><b>Modify the clause as under:</b> The mechanical strength of the Recording Car body structure shall comply with the requirements of UIC 566 or any other acceptable international standards.</p>

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36.	II	9	163/223	4.2		<b>Insert at the bottom of the sub-clause 4.2</b> <u>Any other better features shall be acceptable subject to its meeting the intended purpose stated in Employer's Requirement</u>
37.	II	9	172/223 and 190/223	6	General specification of the vehicle	<b>Insert note below clause 6</b> Note: Better features are acceptable subject to it meets the Employer's Requirement.
38.	II	9	205/223	11		<b>Modify the clause 11 as under:</b> The data cable laid by other contractor of DFCCIL for transfer of data shall be common for both the equipment with 100% redundancy. The Contractor shall make arrangement of connectivity and installation of equipment for transfer of data to OCC/Station and also SMS to five DFCCIL officials using GSMR network.
39.	II	9	118/223	5.9		<b>Modify the sub-clause 5.9 as under:</b> The structure shall withstand end buffing load of $\geq 102$ t (divided equally between two buffers) without and permanent deformation and stresses remaining below the yield point.  The vertical load of 4t/meter runs uniformly distributed shall be taken. <u>The weight of the various equipment mounted in the vehicle shall be considered as concentrated load and shall be simulated as such during load/stain testing.</u>  A combination of <u>all applicable load under 2.1 and 2.2</u> shall be taken
40.	II	9	154/223	2.7	Single Pass Ultrasonic Rail Flaw Detector	<b>Modify the heading of the sub-clause 2.7 as follows:</b> <u>Single Pass Ultrasonic Rail Flaw Detector – Quantity 1 (one) number/RBMV for Civil Engineering Works with MMU Equipment</u>

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41.	II	9	204/223	6		<p><b>Modify the clause as under:</b>  <u>In continuation of clause 2 above, in case the Contractor proposes to use 230V Auxiliary Traction or from Railway Station supply with connectivity from the nearest point at its own cost, the responsibility to ensure protective system towards wide variation of voltage, harmonics, surges and lightening lies with the Contractor. The other alternative with the Contractor is to provide solar panels of suitable capacity for sourcing the power for the purpose at his own cost. The Contractor shall specify the sourcing of power supply.</u>  <u>In case, the Contractor suggests any other alternative to be executed at his own cost, the same shall be specified and design features for sourcing the power supply shall be given. However, the same shall be finalized at the time of design approval stage.</u></p>
42.	II	9	206/223	21.1		<p><b>Insert the following at the end of the clause:</b>  <u>The RFID standards of Indian Railway will be shared during design approval stage.</u></p>
43.	II	8	27/223	25.2(a)	Sanction of vehicle for working over DFCCIL network	<p><b>Insert after first sentence as under:</b>  <u>The oscillation test shall be done at 110% of the maximum permissible speed.</u></p>
44.	II	9	218/223	1.1(d)		<p><b>Insert the following between 'remain in constant tension' and 'and no twisting' as under:</b>  <u>1200 Kg</u></p>
45.	II	9	197/223	12		<p><b>Modify the fourth line of the clause as under:</b>  <u>"..to 2700 270° with safety device to select rotation either right or left with locking..."</u></p>

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46.	II	9	159/223	6.4	Contact and wire Catenary drums	<b>Modify the sub-clause 6.4 as under:</b> The drums be loaded from a sliding door of adequate size on both sides <u>or by crane in open space as shown in sketch 5 based on the design finalized during design approval stage.</u> The sliding doors may be symmetric or non-symmetric as per the requirement of design. The laying out of the wire shall be from two of the openings of suitable size in the roof vertically above each of the drums <u>or a suitable fixture if installed in open, supported on rollers with user friendly adjustable height for high rise OHE.</u> The openings shall be of suitable size to permit paying out of the conductors in any direction, when the vehicle is moving slowly at creep speed, without any obstruction, rubbing or scraping.
47.	II	9	211/223	12		<b>Modify the heading of the sub-clause as under:</b> The system shall be designed with the ability to detect <u>High Impact Load and identify all types Defects that can cause High Impact Load which may be caused by the following reasons but not limited to</u>
48	I	5-Pt-II-Pt-B (PC)	105/172	3.1	Engineer's duties and authorities	Modify the last para of the Sub-clause as under: The Employer shall, <del>on the best effort basis</del> give its decision on Engineer's proposal of variation within 21 (twenty-one days) of the receipt of the proposal."
49	I	5-Pt-II-Pt-B (PC)	106/172	4.12	Unforeseeable Physical Conditions"	Delete the Text "Deleted" and restore the GC with para one modified as under:  In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing <del>the</del> those Works <u>for which the Site has been provided by the Employer,</u> including sub-surface and hydrological conditions but excluding climatic conditions.



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50	I	5-Pt-II-Pt-B (PC)	109 /172	8.7	Delay damages	In the sixth line, the text “for reasons solely attributable to the employer” is replaced with the text “for reasons attributable to the Employer “
51	I	5-Pt-II-Pt-B (PC)	113 /172	14.7	Payment	Modify the first para as under: “All payments under the Contract shall be made in accordance with the JICA Guidelines for Procurement under Japanese ODA Loans Payment to the Contractor of the foreign portions using the proceeds of the Loan shall be made by the Commitment Procedure <u>or</u> reimbursement procedure (as may be mutually agreed <u>between the Parties (as set forth in the Loan Agreement between the Government of India and JICA)</u> ). The local currency portion will be paid to the designated bank of the Contractor under the reimbursement procedure.
52	II	8	23 of 223	18.3(a)	Training	In the third line, replace the text “to the full satisfaction of the employer” with the following text;  “to the satisfaction of the Employer”