

**Tender: CMRL-RSP-001-2024- Addendum-02**

<b>S. No.</b>	<b>Section No.</b>	<b>Clause No.</b>	<b>Original Bid Condition</b>	<b>Revised Bid Condition</b>
1	8. Bidding Forms	ANNEXURE-BF-13	UNDERTAKING FOR MINIMUM LOCAL CONTENT	The Bidding Forms, ANNEXURE-BF-13 is modified and attached as <b>ATT-1 of Addendum 02.</b>
2	7. APPENDIX TO GENERAL CONDITIONS OF CONTRACT	Clause 7.1	-	The "7. APPENDIX TO GENERAL CONDITIONS OF CONTRACT, 7.1 List of key dates" is modified and attached as <b>ATT-2 of Addendum 02.</b>
3	NIT	6. Duration of Contract	64 weeks plus 24 months of Defect Liability Period as per the terms of contract. <i>Later revised as 74 weeks in Addendum-1 instead of 64 weeks.</i>	<b>78 weeks</b> plus 24 months of Defect Liability Period as per the terms of contract.
4	6. GENERAL CONDITIONS OF CONTRACT	Clause 11	Not Used	<b>11.1 Retention money shall be deducted at the rate of 5% on each Interim payment certificate (IPC), excluding taxes &amp; duties, up to the cumulative value equal to 5% of the Accepted Contract Amount excluding taxes &amp; duties.</b> <b>11.2 Release of Retention Money Against BG: Upon the request of the Contractor, the Employer after issuance of completion of KD-6 (Implementation phase in Fifth Set of 11 (final) trainsets) and KD-7 (Supply of Spares) may release the withheld retention money on submission of Bank Guarantee for an equivalent amount in respective currencies from a Public sector bank (PSB) of India or Scheduled Commercial Banks in India as listed under Schedule of Commercial Banks by The Reserve Bank of India (RBI), in the format annexed at Annexure-CF-10.</b> <b>11.3 The complete Retention money or the Retention Bank Guarantee, as the case may be, will be returned to the Contractor, after successful completion of Stage-5 (DLP phase) and issuance of Performance Certificate.</b>
5	8. Bidding Forms	New Bidding Form is added as ANNEXURE-CF-10	-	The New Bidding Form, Format of Retention Money Security, ANNEXURE-CF-10 is added and it is attached as <b>ATT-3 of Addendum 02.</b>
6	e- BoQ	-	-	<b>Revised and uploaded in CPP portal.</b>
7	8. Bidding Forms	ANNEXURE-CF-04	-	ANNEXURE-CF-04 is modified and attached as <b>ATT-4 of Addendum 02.</b>



# **ATT-1** **to Addendum-2**

## **ANNEXURE-BF-13**

### **UNDERTAKING FOR MINIMUM LOCAL CONTENT**

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department of Promotion of Industry, and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 16.09.2020 that the item(s) offered meets the local content.

- Minimum of 50% (in case of Class 1 Local Supplier)
- Minimum of 20% (in case of Class 2 Local Supplier)

*Strike Off whichever is not applicable.*

60% as specified in MoHUA Order No.K-14011/08/2017/MRTS-Coord dated 14th October 2020). The details including name of vendor, location and percentage of local content will be provided within 15 days of issue of LoA.

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under this tender for which the tenderer or its successor can be debarred for a period up to three years along with such other actions as may be permissible under the law.

In case of procurement for a value more than Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 16.09.2020, after completion of works to the Engineer.

### **STAMP & SIGNATURE OF AUTHORISED SIGNATORY**



# ATT-2

## to Addendum-2

### APPENDIX TO GENERAL CONDITIONS OF CONTRACT

#### 12.1 List of Key Dates

Key Date	Stage No.	Activity	Duration	Time for completion (from Commencement Date)	Apportioned amount for stage/milestone payment	Liquidated damages
KD 1	STAGE 1	Design approval phase	08 weeks	CD+08 weeks	15% of the total Contract Price, after completion of KD 1 (i.e. all three stages)	NA
	STAGE 2	Demonstration phase – Demonstration of Prototype in one train	24 weeks	CD+ 32 weeks		
	STAGE 3	Monitoring Phase	02 Weeks	CD+ 34 Weeks		
KD 2	STAGE 4	Implementation phase in First Set of 10 trainsets	10 Weeks	CD+ 44 Weeks	16% of total Contact price, after completion of KD 2	Rs. 20,000 per day
KD 3		Implementation phase in Second Set of 10 trainsets	10 Weeks	CD+ 54 Weeks	16% of total Contact price, after completion of KD 3	Rs. 20,000 per day
KD 4		Implementation phase in Third Set of 10 trainsets	08 Weeks	CD+ 62 Weeks	16% of total Contact price, after completion of KD 4	Rs. 20,000 per day
KD 5		Implementation phase in Forth Set of 10 trainsets	08 Weeks	CD+ 70 Weeks	16% of Total Contact value, After completion of KD 5	Rs. 20,000 per day
KD 6		Implementation phase in Fifth Set of 11 trainsets	08 Weeks	CD+ 78 Weeks	16% of total Contact price, after completion of KD 6	Rs. 20,000 per day
KD7		-	Supply of Spares	-	12 months before the end of DRMD system DLP	5% of total Contact price, after completion of KD 7
-	STAGE 5	Defect Liability Phase	24 months with respect to the last train of the fleet.	24 months from the Completion of implementation and acceptance of CMRL on the last train.	NA	NA

Seal and Sign of Bidder with date



Note:

1. Completion of each Key Date shall be intimated in writing to CMRL with proper documentation. Completion of Key Date is to be approved by CMRL.
2. Total Contract Price includes taxes, duties, and any other charges, etc. related to the DRMD contract.
3. Above table shall be considered by the bidders while quoting the total Contract Price during the tender submission. Prices shall be filled in Price bid only. The values shall not be filled in Techno-commercial bid. If Prices are mentioned in technical bid, the bid shall be summarily rejected.



# **ATT-3**

## **to Addendum-2**

### **ANNEXURE-CF-10**

## **Retention Money Security**

### **Demand Guarantee**

*[insert Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *[insert date of issue]*

**RETENTION MONEY GUARANTEE No.:** *[insert guarantee reference number]*

Guarantor: *[insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to GCC, Clause 11 of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), upon completion of Defect Notification Period of last train of base order or options vehicle, whichever is later, the Retention money amount or the Retention money Bank Guarantees shall be certified by the Engineer for releasing to the Contractor.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number *[insert account's number]* at *[insert name and address of Applicant's bank]*.

This guarantee shall expire and be returned to us no later than the *[insert day]* day of *[insert month]*, *[insert year]*<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*



**ATT-4**  
**to Addendum-2**  
**ANNEXURE-CF-04**

**SCHEDULE OF PAYMENT**

**Note: Pricing details not to be submitted in technical bid. It shall be uploaded only in the price bid document of e-procurement portal.**

Milestone No.	Related KD	Related Stage	Activity	Apportioned Amount in INR			% Apportionment
				Contract Price without taxes.	GST	Contract Price with taxes	
				INR	INR	INR	
A	KD 1	Stage 1, 2, 3	Design approval, Demonstration and Monitoring of Prototype in one train	<i>This table will be filled during the signing of Contract Agreement, with the values derived from the Accepted Contract Amount of the Successful bidder.</i>			15%
B	KD 2	Stage-4	Implementation in First Set of 10 trainsets				16%
C	KD 3		Implementation in Second Set of 10 trainsets				16%
D	KD 4		Implementation in Third Set of 10 trainsets				16%
E	KD 5		Implementation in Fourth Set of 10 trainsets				16%
F	KD 6		Implementation in Fifth Set of 11 trainsets				16%
G	KD 7	n/a	Supply of Spares				5%
H	n/a	Stage-5	Defect Liability Period (24 months)				NA

**Note:**

1. Notice of No Objection (NONO) / Notice of No Objection with Comments (NOWC) shall be obtained from the Employer before submission of invoice for each of the above payment milestones.
2. Payment will be made subject to submission of valid invoice.
3. Customs duty applicable on any imported components / parts / equipment required for carrying out the Works are deemed to be included in the base price. Any change in rate of custom duty due to Change in law / legislation is not applicable and the Contractor is not entitled for any claim or whatsoever on this account.
4. The bidders shall note that the GST indicated in the above table are considered to be included in the lumpsum price i.e. Bid Total and will be reimbursed by the upon submission of proof of discharge of Contractor's liability.