

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.  
5<sup>th</sup> Floor Pragati Maidan Metro Station Building, New Delhi-110001.**

**Amendment/Corrigendum No.2 Dated: 22.05.2012**

**NCB Bid Document No: HQ/EN/EC/Track/NKWD-DGO, DATE: 17.04.2012**

Please refer the Invitation for Bid No. HQ/EN/EC/Track/NKWD-DGO dated 12.04.2012 from pre-qualified bidders and issue of above bid document on 17.04.2012 uploaded on DFCC website, following Amendment/corrigendum is being issued in the Bidding document.

SN	Bidding Document Part/ Section	Clause No. and page No.	Amendment in the Bidding Document
1.	Part-3 Section – VII (PCC)	1.9 Pg. no. 147	<p><b>Delete sub-clause 1.9 and replace with</b></p> <p>“If the Contractor suffers delay and/or incurs Cost as a result of an error in the Employer's Requirements with reference to purpose, scope, design and /or other technical criteria for the works and an experienced contractor exercising due care would not have discovered the error when scrutinizing the Employer's Requirements with respect to purpose, scope, design and/or other technical criteria for the works under Sub-Clause 5.1 [General Design Obligations], the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been so discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.”</p>
1	Part-3 Section – VII (PCC)	5.1 Pg. no. 152	<p><b>Delete Sub-Clause 5.1 and substitute the following:</b></p> <p>The Contractor shall carry out, and be responsible for, the design of the Works. Design shall be prepared by qualified designers who are engineers or other professionals who comply with the criteria (if any) stated in the Employer's Requirements with reference to purpose, scope, design and/or other technical criteria for the works. Unless otherwise stated in the Contract, the Contractor shall submit to the Engineer for consent the name and particulars of each proposed designer and design Subcontractor.</p>

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		<p>The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer at all reasonable times, until the expiry date of the relevant Defects Notification Period.</p> <p>Upon receiving notice under Sub-Clause 8.1 [<i>Commencement of Works</i>], the Contractor shall scrutinise the Employer's Requirements with reference to purpose, scope, design and /or other technical criteria for the works (including design criteria and calculations, if any). Within the period stated in the Appendix to Tender, calculated from the Commencement Date, the Contractor shall give notice to the Engineer of any error, fault or other defect found in the Employer's Requirements with reference to purpose, scope, design and /or other technical criteria for the works.</p> <p>After receiving this notice, the Engineer shall determine whether Clause 13 [<i>Variations and Adjustments</i>] shall be applied, and shall give notice to the Contractor accordingly. If and to the extent that (taking account of cost and time) an experienced contractor exercising due care would have discovered the error, fault or other defect when examining the Site and the Employer's Requirements with reference to purpose, scope, design and/or other technical criteria for the works before submitting the Tender, the Time for Completion shall not be extended and the Contract Price shall not be adjusted.</p>
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Note: All prospective bidders are advised to see the DFCC website [www.dfcc.in](http://www.dfcc.in) & [www.dfccil.org](http://www.dfccil.org) before submitting their bid to check for any amendments/corrigendum issued in regard to the aforesaid bid.

  
(S.K. Pathak)

General Manager/CO/EC