



डेडीकेटेड फ्रेट कोरीडोर

Amendment no-1

to

**RFQ no-Q/EN/WC/EDAM(QUOTATION)/RIV&RGM/2023/1
Issued on dated-04-12-2023**

Name of Work- Engagement of M/s Vandhana International Pvt. Ltd for 'all cost [except required Fuel, Water & on shore electricity] inclusive' Operation & comprehensive Maintenance [O&M] services for a period of 03 Months [w.e.f. 08-12-2023, (during the two year (from the date of (RIV & RGM) Taking over certificate dated 17-11-2023) 'RIV & RGM's PE P-6 Contract Warranty period & extendable, at the same terms & conditions (without any price escalation), upto six months from the date-08-12-2023], of self-propelled Rail Grinding Machine [RGM- 72Stone; model-RGI-11) with front control Car 248517-RGI 11-01, Grind Car (GC)-I-248836-RGI 11-02, GC-II 249093-RGI 11-03 & GC-III 249148- RGI 11-04] along with Rail Inspection Vehicle (RIV, Model-RIV-I21), Water Wagon [249094-RGI-11-05] & Camp Coach [249094-RGI-11-06].

date 05-12-2023

Client



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED [DFCCIL]

(A Government of India Enterprise)

Amendment no-1 to RFQ no- HO/EN/WC/EDAM(QUOTATION)/RIV&RGM/2023/1 dated-04-12-2023

The following sub clause of the referred RFQ shall be substituted as follows:

s.n.	Clause ref	Existing Clause	Substituted Clause
[1]	[2]	[3]	[4]
1	3.6.(b)	It shall be essential, for the Indian O&M Service provider, to provide; b) sufficient number of skilled/semi-skilled staff required (Minimum 08 staff at a time including 3 supervisors at a time) for operation and maintenance of RIV.	It shall be essential, for the Indian O&M Service provider, to provide; b) sufficient number of skilled staff required (Minimum 03 staff at a time plus 1 supervisor at a time) for operation, maintenance & Data analysis (as required) of RIV.
2	4.19 at Page 14 of 19 of RFQ	The Indian O&M Service provider shall indemnify the DFCCIL from all types of Claims, damages, losses and expenses (including legal fees) in respect of bodily injury, sickness, death or damage to third Party property, during the O&M Period, caused by / attributable to the Indian O&M Service provider, its personnel or any person acting on behalf of the O&M Service provider.	The Indian O&M Service provider shall indemnify the DFCCIL from all types of Claims, damages, losses and expenses (including legal fees) in respect of bodily injury, sickness, death or damage to third Party property, during the O&M Period, arising out of cause, attributable to Indian O&M Service provider, its personnel or any person acting on behalf of the O&M Service provider. The Client shall indemnify the O&M Service provider from all types of Claims, damages, losses and expenses (including legal fees) in respect of bodily injury, sickness, death or damage to third Party property, during the O&M Period, arising out of cause, attributable to Client /DFCCIL , its personnel or any person acting on behalf of the Client Notwithstanding any provision herein to the contrary, Indian O&M Service Provider's total cumulative liability (Limitation of liability) for any or all claims arising out of this agreement shall not exceed, except in case of fraud, deliberate default or reckless misconduct, the one-month value of this three month O&M Contract.
3	4.20 at Page 14 of 19 of RFQ	The Indian O&M Service provider shall quote a lump sum O&M fee, to be released / paid, on monthly basis, to the O&M by the Employer Representative , which shall be CGM/AII.....	The Indian O&M Service provider shall quote a lump sum O&M fee, to be released / paid, on monthly basis, to the O&M Service Provider by the Employer Representative , which shall be CGM/JP.....

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