



डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

भारत सरकार (रेल मंत्रालय) का उपक्रम

Dedicated Freight Corridor Corporation of India Ltd.

A Government of India (Ministry of Railways) Enterprise

HQ-MM0e-Tn(IREP)/2/2023

Dated : 29.05.2023

CORRIGENDUM No. 01

Following modification is hereby authorised against this office Tender No. 0523001 due on 05.06.2023 for procurement of 60 Kg 90 UTS Rail Grade 880.

SN	Clause	Existing Entry	To be read as
1	Warranty	Applicable as per latest IRS-T-12-2009 Conditions	<p>i) The contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples if any, and shall if operable, operate properly.</p> <p>This warranty shall survive inspection of, payment for and acceptance of the goods, but shall expire 42 months after the delivery to the port consignee (for foreign supplier) / 42 months from the date of dispatch (for domestic supplier) or 36 (Thirty Six) months or after successful passage of 200 Gross Million Tonnes of traffic, after laying of these rails in track in India, whichever is earlier, except in respect of complaints, defects and/or claims notified to the contractor within 3 (Three) months of expiry of such date. Any approval of acceptance by purchaser of the stores or of the material incorporated herein shall not in any way limit the contractor's liability.</p> <p>iii) The contractor's liability in respect of any complaints, defects and/or claims shall be limited to the complete replacement of the goods to the extent that such replacements are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores, provided that the defects are brought to the notice of contractor within 3 (Three) months of their being first discovered during the warranty period or from the date of expiry of warranty period, or at the option of the Purchaser to the payment of the value, expenditure and damage as hereafter mentioned.</p>

		<p>iv)The contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of Purchaser, the contractor shall pay to Purchaser value thereof at the contract price or in the absence of such price at price decided by the Purchaser and such other expenditure and damages as may arise by reason of the breach of the conditions herein specified.</p> <p>v) All replacement and repair that the Purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within 3 (Three) months, promptly and satisfactorily.</p> <p>vi) The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the contractor, so as to affect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident. Welding of rail joints, provision of glued joints/ switch expansion joints/ turnouts/ fish plated joints/ joggled fishplates, etc shall not be considered as alterations.</p> <p>vii)The decision of the Purchaser in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.</p>
2	Earnest Money Deposit (EMD/SD)	In addition to existing exemption under clause 3.0 & 4.0 of Instructions to Tenderer for Procurement of Goods, the sources approved by Railway Board are also exempted from EMD/SD.

All other terms & conditions of the tender will remain unaltered.


Manager/Stores