

Corrigendum-VIII

Name of Work DESIGN, MANUFACTURE, SUPPLY, TESTING, COMMISSIONING OF PASSENGER ROLLING STOCK (ELECTRICAL MULTIPLE UNITS) AND TRAINING OF PERSONNEL

Tender No. P1/RS-01/2018

Sl. No.	Part No.	Section	Cl. No.	Existing Description	Revised Description
1	1	Annexure-IVB	5.1	The Bidder shall furnish the information as required and in the format given in Attachment-I, Table-1, 1A and 1B Service Experience of Cars and Equipment related to service experience of complete cars and main equipment / sub-systems with similar design specifications and ratings, as far as possible. The information may be restricted to five MRTS projects in revenue service for at least five years (in each MRTS)	The Bidder shall furnish the information as required and in the format given in Attachment-I, Table-1, 1A and 1B Service Experience of Cars and Equipment related to service experience of complete cars and main equipment / sub-systems with similar design specifications and ratings, as far as possible. The information may be restricted to five MRTS projects in revenue service for at least three years (in each MRTS)
2	1	Annexure-IVB Attachment-I	SN 3	Number of years in revenue service > 2 years	Number of years in revenue service \geq 3 years .
3	2	Section VII B: ERTS	5.2.3	The bogie suspension, in conjunction with the car body, shall be designed to enable cars to operate satisfactorily on track with the maximum track twist of 10mm/m. The maximum off loading of any wheel ($\Delta Q/Q$) shall not exceed 60% of nominal wheel load in inflated condition and 65% in deflated conditions upto maximum permissible speeds.	The bogie suspension, in conjunction with the car body, shall be designed to enable cars to operate satisfactorily on track with track twist values as below: 1. Target value of 2mm/m (1/500) 2. Action Value of 2.5 mm/m (1/400) and 3. Stop value of 3.33mm/m (1/300) The maximum off loading of any wheel ($\Delta Q/Q$) shall not exceed 60% of nominal wheel load in inflated condition and 65% in deflated conditions upto maximum permissible speeds.

19.01.19

4	1	Annexure IV A Pricing Document	Annexur e-3	1.We hereby confirm that we shall submit a schedule of spare parts duly indicating, for each item of spares, its description and number of units required for the system during the expected life and during the first ten years, principal source of supply, part number, drawing number, lead time, shelf life and the secondary source of supply within 96 weeks of Commencement date -----	1.We hereby confirm that we shall submit a schedule of spare parts, mutually agreed with the Engineer , duly indicating, for each item of spares, its description and number of units required for the system during the expected life and during the first ten years, principal source of supply, part number, drawing number, lead time, shelf life and the secondary source of supply within 96 weeks of Commencement date -----
5	3	Section IX, PCC	4. Advance Payment Security	4. Advance Payment Security	Refer Annexure - 1 to this Corrigendum VIII

for  19.01.19
GM/Procurement,
MAHA-METRO

Annexure - 1 to Corrigendum VII


19.1.19

ADVANCE PAYMENT SECURITY

To
Maharashtra Metro Rail Corporation Ltd.
PUNE METRO RAIL PROJECT
101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune 411001.

Bank Guarantee No. _____, dt. _____ for Rs. _____
(Rupees _____ only).

w.e.f. : _____
valid upto : _____
claim upto : _____

1. In Consideration of M/s. Maharashtra Metro Rail Corporation Ltd., (hereinafter called "the Employer", which expression shall, unless repugnant to the context or subject thereof include his successor and assigns) having awarded M/s. _____ having its Registered Office at _____ (hereinafter referred to as "the Contractor", which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns), a contract by issue of Employers Letter of Acceptance No. _____ dated _____ and the same having been mutually accepted by the Contractor, resulting in a Contract bearing No. _____ for Rs. _____ (Rupees _____ only) for Contract _____ ; (Name of work) _____ (hereinafter called "the Contract") and the Employer has agreed to make an advance payment to the Contractor for performance of the said Contract amounting to Rs. _____ (Rupees _____ only) of Mobilisation Advance.

2. We, _____ constituted under the _____ Act, 1955 having its Corporate Centre and Central Office at _____ and one of its Local Head Office at _____ and Branch Office at _____ (hereinafter referred to as "the Bank", which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or all monies payable by the Contractor to the extent of _____ Rs. _____ (Rupees _____ only) as aforesaid at any time upto _____ without any demur, reservation, context, recourse or protest and or without any reference to the Contractor.

3. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator and shall continue to be enforceable till the Employer discharges this guarantee. However, not later than expiry date of guarantee.
4. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting his guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they meet have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and Contractor or any other course or demand or security available to the Employer. The Bank shall not be redeemed to its obligation under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid of any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the bank.
5. The Bank also agrees that the Employer at his option shall be entitled to enforce this Guarantee against this bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herein:

- a) Bank liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only)
- b) This Bank Guarantee shall be valid upto _____.
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before _____.
- d) Thereafter all your rights under this guarantee shall be forfeited and we shall be released from all our liabilities hereunder irrespective of whether the guarantee in original is returned to us or not.

Dated _____.