

**NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED**

(A Joint Venture Govt. of India and participating State Govts.)

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**Dated 08.09.2020****Addendum and Corrigendum No. 07A**

**Name of Work: - Bid No. DM/ST/COR-OF/100, Package 24: Design, Supply, Installation, Testing and Commissioning of Signalling & Train Control, Platform Screen Doors and Telecommunication Systems for Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC**

S.N.	Bid Document Section / Clause No.	Existing Document/Form/Clause/ Sub Clause	Modified Document/Form/Clause/Sub Clause
1	Part 3, Section 8, Particular Conditions of Contract- Part A, Clause 14.2	<p>The Employer shall pay on written request by the Contractor an interest bearing Mobilization Advance up to 10% (Ten) percent of the Accepted Contract amount, payable in the currency(ies) and in same proportion as stated in the Accepted Contract amount. The Mobilization Advance Payment shall be released in two instalments as Specified in Clause 14.2 of PCC Part B.</p> <p>However, the total payment including all advances to the contractor in a particular currency shall not exceed the total amount of that currency as stipulated in the accepted contract amount.</p>	<p><b>[Replace the clause, as follows:]</b></p> <p>The Employer shall pay on written request by the Contractor an <b>interest-free</b> Mobilization Advance up to 10% (Ten) percent of the Accepted Contract amount, payable in the currency(ies) and in same proportion as stated in the Accepted Contract amount. The Mobilization Advance Payment shall be released in two instalments as Specified in Clause 14.2 of PCC Part B.</p> <p>However, the total payment including all advances to the contractor in a particular currency shall not exceed the total amount of that currency as stipulated in the accepted contract amount.</p>
2	Part 3, Section 8, Particular Conditions of Contract- Part B, Clause 14.2, Sub-Clause 14.2.1	<p>14.2.1 Mobilization Advance</p> <p>An interest-bearing mobilization advance shall be paid by the Employer to the Contractor in instalments at different stages (as set out below) upon Contractor's request subject to, inter alia, the Contractor submitting's a bank guarantee in accordance with this Sub-Clause.</p>	<p><b>[Replace the clause, as follows:]</b></p> <p>14.2.1 Mobilization Advance</p> <p>An <b>interest-free</b> mobilization advance shall be paid by the Employer to the Contractor in instalments at different stages (as set out below) upon Contractor's request subject to, inter alia, the Contractor submitting's a bank guarantee in accordance with this Sub-Clause.</p>

	<p>The Contractor may request for the mobilization advance in two instalments as under:</p> <p>Instalment 1: Up to 5 % of Accepted Contract amount is payable in the currency(ies) and in same proportion as stated in the Accepted Contract amount. The Contractor shall have, prior to making a request for the first instalment of the mobilization advance,</p> <p>(a) submitted the Performance Security in accordance with the Contract,</p> <p>(b) commenced the mobilization process as certified by the Engineer, and</p> <p>(c) an unconditional and irrevocable bank guarantee (in the format set out in <b>Form No. 8 of the Contract Forms</b>) from a scheduled commercial bank in India payable at New Delhi to which the Employer has given its prior approval in writing, for an amount equal to 110% of the amount of the advance requested</p> <p>Instalment 2: Up to 5% of Accepted Contract amount payable in the currency(ies) and in same proportion as stated in the Accepted Contract amount. The Contractor shall have, prior to making a request for the second instalment of the mobilization advance, (a) submitted an unconditional and irrevocable bank guarantee (in the format set out in <b>Form No. 8 of the Contract Forms</b>) from a scheduled commercial bank in India payable at New Delhi to which the Employer has given its prior approval in writing, for an amount equal to 110% of the amount of the advance requested, (b) submitted a statement of utilization with supporting documents of the first instalment of</p>	<p>The Contractor may request for the mobilization advance in two instalments as under:</p> <p>Instalment 1: Up to 5 % of Accepted Contract amount is payable in the currency(ies) and in same proportion as stated in the Accepted Contract amount. The Contractor shall have, prior to making a request for the first instalment of the mobilization advance,</p> <p>(a) submitted the Performance Security in accordance with the Contract,</p> <p>(b) commenced the mobilization process as certified by the Engineer, and</p> <p>(c) an unconditional and irrevocable bank guarantee (in the format set out in Contract Forms) from a scheduled commercial bank in India payable at New Delhi to which the Employer has given its prior approval in writing, for an amount equal to 110% of the amount of the advance requested</p> <p>Instalment 2: Up to 5 % cent of Accepted Contract amount payable in the currency(ies) and in same proportion as stated in the Accepted Contract amount. The Contractor shall have, prior to making a request for the second instalment of the mobilization advance, (a) submitted an unconditional and irrevocable bank guarantee (in the format set out in the Contract Forms) from a scheduled commercial bank in India payable at New Delhi to which the Employer has given its prior approval in writing, for an amount equal to 110% of the amount of the advance requested, (b) submitted a statement of utilization with supporting documents of the first instalment of mobilization advance paid to the Contractor along with a</p>
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	<p>mobilization advance paid to the Contractor along with a certificate from the Engineer that such amounts were utilized in a purposeful manner in relation to the Works and (c) completed the Preliminary Design.</p> <p>1. The bank guarantees with its validity as per Contract Form <b>CF-8</b>, shall be from a bank having minimum net worth of over INR 5000 million from the specified banks as under:</p> <p>(iii) a Scheduled Commercial Bank in India, or</p> <p>(iv) a Foreign Bank which do not have operations in India is required to provide a counter-guarantee by a Scheduled Commercial Bank in India,</p> <p>The Scheduled Commercial Bank issuing the Bank Guarantee shall preferably be on “Structure Financial Messaging System (SFMS)” platform. A separate advice of the BG shall invariable be sent by the issuing bank to the Employer’s Bank through SFMS.</p> <p>Further, the bank guarantees in Original form along with a copy of “MT760COV (in case of Bank Guarantee message) / MT767COV (in case of Bank Guarantee amendment message) Report” sent by the BG issuing Bank Sealed in an envelope shall be submitted to the Employer.</p> <p>The Issuing Bank shall send the SFMS to: Beneficiary: National Capital Region Transport Corporation Limited Bank Name: HDFC Bank Account No. 50200029737870 IFSC Code: HDFC0000003</p> <p>Such Bank Guarantee shall remain effective until the advance payment has been repaid, but the amount thereof</p>	<p>certificate from the Engineer that such amounts were utilized in a purposeful manner in relation to the Works and (c) completed the Preliminary Design.</p> <p>1. The bank guarantees with its validity as per Contract Form, shall be from a bank having minimum net worth of over INR 5000 million from the specified banks as under:</p> <p><b>(i)</b> a Scheduled Commercial Bank in India, or</p> <p><b>(ii)</b> a Foreign Bank which do not have operations in India is required to provide a counter-guarantee by a Scheduled Commercial Bank in India.</p> <p>The Scheduled Commercial Bank issuing the Bank Guarantee shall preferably be on “Structure Financial Messaging System (SFMS)” platform. A separate advice of the BG shall invariable be sent by the issuing bank to the Employer’s Bank through SFMS.</p> <p>Further, the bank guarantees in Original form along with a copy of “MT760COV (in case of Bank Guarantee message) / MT767COV (in case of Bank Guarantee amendment message) Report” sent by the BG issuing Bank Sealed in an envelope shall be submitted to the Employer.</p> <p>The Issuing Bank shall send the SFMS to: Beneficiary: National Capital Region Transport Corporation Limited Bank Name: HDFC Bank Account No. 50200029737870 IFSC Code: HDFC0000003</p> <p>Such Bank Guarantee shall remain effective until the advance payment has been repaid, but the amount thereof shall be</p>
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shall be progressively reduced quarterly by the amount repaid by the Contractor as indicated in Interim Payment Certificate issued in accordance with this clause.

In case, the Contractor is a Joint Venture, the Advance Bank Guarantees shall be either in the name of Joint Venture or in the name of Lead Partner of Joint Venture. Unless and until the Employer receives this bank guarantee, or if the total advance payment, this Sub-Clause shall not apply. The Engineer shall process for the first instalment of mobilisation advance after receiving an application for advance payment as an Interest-bearing advance and after the Employer receives (i) the Performance Security in accordance with Sub- Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment plus 10%. The Contractor shall have option to reduce the Bank Guarantee progressively on quarterly basis for the mobilization advance recovered. **In case of Local Currency component, interest on Mobilisation advance shall be charged at the rate equal to State Bank of India's MCLR applicable for the tenure of one year prevailing on the date of commencement specified in the Contract. In case of foreign currency component, interest on Mobilisation advance shall be charged at the rate equal to LIBOR for tenure of six months prevailing on the date of commencement specified in the Contract or zero whichever is higher.** The total amount of mobilization advance shall be limited to 10% of accepted Contract value. The same shall be paid in two instalments in accordance with the provisions stated in Contract Data.

progressively reduced quarterly by the amount repaid by the Contractor as indicated in Interim Payment Certificate issued in accordance with this clause.

In case, the Contractor is a Joint Venture, the Advance Bank Guarantees shall be either in the name of Joint Venture or in the name of Lead Partner of Joint Venture. Unless and until the Employer receives this bank guarantee, or if the total advance payment, this Sub-Clause shall not apply. The Engineer shall process for the first instalment of mobilisation advance after receiving an application for advance payment as an **Interest-free** advance and after the Employer receives (i) the Performance Security in accordance with Sub- Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment plus 10%. The Contractor shall have option to reduce the Bank Guarantee progressively on quarterly basis for the mobilization advance recovered. **No Mobilisation advance shall be given after 40% of the original contract amount has been paid.** The total amount of mobilisation advance shall be limited to 10% of accepted Contract value. The same shall be paid in two instalments in accordance with the provisions stated in Contract Data.

3	Part 3, Section 8, Particular Conditions of Contract- Part B, Clause 14.2, Sub-Clause 14.2.3 (a)	<p>14.2.3 Recovery of Advances</p> <p>a. The recovery of advances paid under Sub-Clause 14.2 shall commence when 20% of the original Contract value of the Work has been paid and it will be completed by the time 85% of the original Contract value has been paid or the original date of completion.</p> <p>The recoveries of advances shall be in same proportion of currency(ies) in which advance was paid.</p> <p>The recovery of advances given against mobilization shall be limited to 25% of each interim payment certificate</p>	<p><b>[Replace the clause, as follows:]</b></p> <p>14.2.3 Recovery of Advances</p> <p>a. The recovery of advances paid under Sub-Clause 14.2 shall commence when <b>15%</b> of the original Contract value of the Work has been paid and it will be completed by the time 85% of the original Contract value has been paid or the original date of completion/ <b><u>extended date of completion without Delay Damages (not on Contractor's account) whichever is earlier.</u></b></p> <p>The recoveries of advances shall be in same proportion of currency(ies) in which advance was paid.</p> <p>The recovery of advances given against mobilization shall be limited to <b>30%</b> from each interim payment certificate</p>
4	Part 1, Section 2 BDS, ITB 14.7, 2 <sup>nd</sup> Paragraph	<p>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89) . Importer on Record can be NCRTC or domestic JV partner. The Contractor shall maintain records of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as</p>	<p><b>[Replace the Sub-Clause, as follows:]</b></p> <p>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89) . <b><u>As per the request of Contractor,</u></b> Importer on Record can be NCRTC or domestic JV partner. The Contractor shall maintain records of the Goods (as defined under General</p>

		<p>defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89) imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89) .</p>	<p>Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89) imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89) .</p>
<p>5</p>	<p>Part 3, Section 8, Particular Conditions of Contract- Part B, Clause 14.7 (b), 4<sup>th</sup> Paragraph</p>	<p>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89). Importer on Record can be NCRTC or domestic JV partner. The Contractor shall maintain records of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of</p>	<p><b>[Replace the Sub-Clause, as follows:]</b></p> <p>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89). <b><u>As per the request of Contractor,</u></b> Importer on Record can be NCRTC or domestic JV partner. The Contractor shall maintain records of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of</p>

		<p>Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89) imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89).</p>	<p>Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89) imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89).</p>
6	Financial Bid, Preamble 4.2, 2 <sup>nd</sup> Paragraph	<p>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89). Importer on record can be NCRTC or domestic JV Partner. The Contractor shall maintain records of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89) imported for the project execution and actual utilization of</p>	<p><b>[Replace the Sub-Clause, as follows:]</b></p> <p>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89). <b><u>As per the request of Contractor</u></b>, Importer on record can be NCRTC or domestic JV Partner. The Contractor shall maintain records of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89) imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as</p>

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7	Part 3, Section 8, Particular Conditions of Contract- Part B, Clause 18.1 (g)		<p><b>[Add a new Clause 18.1 in PCC as follows:]</b></p> <p><b><u>Add the following Sub Clause (g) at the end of Clause 18.1:</u></b></p> <p><b><u>(g) Government actions due to epidemic / pandemic like COVID-19.</u></b></p>

Summary of previously issued Addendum & Corrigendum (A&C)		
S. No.	Description	Date of Issue
1	A&C-1A and 1B	11.05.2020
2	A&C-1C	15.06.2020
3	A&C-2A and 2B along with Replies to Pre-Bid Queries-1	16.06.2020
4	A&C-3	18.06.2020
5	A&C-4	11.07.2020
6	A&C-4A	28.07.2020
7	A&C-4B	21.08.2020
8	A&C-5A and 5B along with Replies to Pre-Bid Queries-2A and 2B	24.08.2020
9	A&C-6A and 6B along with Replies to Pre-Bid Queries-3A and 3B	01.09.2020