Amendment to Tender for PMC for Modernization of Fuel Farm Ref: PT/DAFFPL/01/2013-14

With reference to the above tender, the following amendments/clarifications may please be noted.

- 1. Reference Clause no C.4.b. of bid qualification criteria: Submission of Notarized copies of the documents pertaining to the bid qualification criteria is acceptable subject to providing original documents for perusal.
- 2. Ref Clause 8 Special condition of contract K. Basis of lump sum prices and 6. Obligations of owner: It may be noted that the site office with necessary furniture shall be provided by Owner and is not in the scope of the consultant's obligations.
- 3. Ref Clause 8 Special condition of contract K: Prices for inspection assignment in foreign countries May be read as "The man-day rates quoted will be exclusive of costs of, local and outstation travel, lodging, boarding and incidental expenses to be incurred by Consultant's personnel for any visit outside India, which will be reimbursed by DAFFPL extra at reasonable actual cost".
- 4. Ref Clause 8 (K) Special condition of contract: The lump sum prices for Scope of work more explicitly described in Chapter "Project Management Consultant's Scope Of Work/Services" of "NIT" and other rates shall include any and all costs related to management, supervision, design, engineering, surveys, attendance at all meetings with OWNER (whether at OWNER's premises; OWNER's nominated location or Consultant's premises; any other location applicable during contract phase of the project), inspection, testing and quality assurance/quality control of the work, as more particularly described in the scope of work, or elsewhere in the contract. With reference to Inspection, construction supervision & travel, it may be noted as "Inspection rates will be quoted separately on Man Day basis. Construction Supervision will be quoted on Man Month rate basis. These will be exclusive of cost of travel, lodging boarding and incidental expenses incurred by its personnel on such visits."
- 5. Project Management Consultant's Scope of Work under Statutory approvals. The line "In principle approvals from statutory authorities shall be arranged by consultant" may be read as "Obtaining In principle approvals from statutory authorities shall be the responsibility of owner with the necessary assistance by the consultant".
- 6. With reference to the clauses 4.A (d) & 5.E (c) & 5.G, it may please be noted that the detailed engineering and specification for tender along with the list of prospective

vendors shall be arranged by the EPC consultant. However tenders shall be raised and Purchase orders/ Work orders shall be placed by DAFFPL.

- 7. Article 18.2: "Costs During Suspension: OWNER shall pay to Consultant additional costs resulting solely from a suspension of the Work provided suspension period exceeds 90 days in continuation, on mutually agreed basis." May be read as "Costs During Suspension: OWNER shall pay to Consultant additional costs resulting solely from a suspension of the Work provided suspension period exceeds 30 days in continuation, on mutually agreed basis."
- 8. The following line is added after Article 21.2 "Owner shall hold harmless and indemnify the consultant including its sub contractors if any & employees against any claims, loss or liability for personal injury or death, or damage caused to owner's property".
