



**KOLKATA METRO RAIL CORPORATION LIMITED**  
(A GOVERNMENT OF INDIA UNDERTAKING)  
HRBC Bhawan, (4<sup>th</sup> & 5<sup>th</sup> Floors)  
Munsi Premchand Sarani, Kolkata – 700 021  
Website: [www.kmrc.in](http://www.kmrc.in)

No. KMRC/CE/S&T/ISA

Date: 12.12.2012

**Subject: Independent Safety Assessment for Train Control & Signalling System for Kolkata East West Metro Line, Contract ISA- CORRIGENDUM No. 1**

**Ref:** Tender Addendum No. 1 issued vide No. KMRC/CE/S&T/ISA dt. 29.11.2012

Dear All,

Corrigendum No. 1 to the subject tender has been posted in the tender section of our website ([www.kmrc.in](http://www.kmrc.in)). It is requested to collect from this office/download the following file attached herewith:

i) Corrigendum No. 1

**This Corrigendum No. 1 shall form an integral part of the main tender document and shall have to be submitted along with the main tender document duly signed under the office seal on each page.**

All other terms and conditions of the Tender Document shall remain unchanged.

With regards,

-Sd/-

**G.G. Biswas**

Chief Engineer(S&T)/KMRCL  
Kolkata Metro Rail Corporation Limited.



(A GOVERNMENT OF INDIA AND GOVERNMENT OF WEST BENGAL JOINT VENTURE)

HRBC BHAWAN  
(4<sup>th</sup> & 5<sup>th</sup> Floor)  
Munshi Prem Chand Sarani  
Kolkata: 700 021

Phone/Fax: 033-2213 4350

Date: 12.12.2012

**Corrigendum No: 1**

Contract: ISA

Corrigendum No: 1 to Tender for ISA services for train control and signaling system for East-West Metro Rail Project.

1. The following Clauses included in the ISA Tender Document are amended as shown in the table below. Tenderers are to include for the affect of these changes while compiling their Tender.

Sl. No	Reference	As Existing	As Revised Now
1	SF 2	SF 2: <b>FORM OF BANK GUARANTEE FOR TENDER GUARANTEE (Revised)</b>	SF 2: <b>FORM OF BANK GUARANTEE FOR TENDER GUARANTEE (Revised 1)</b> is enclosed.

**SF 2**  
**FORM OF BANK GUARANTEE FOR TENDER GUARANTEE**  
**(Revised 1)**

**(Reference Clause 5.2 of the Instructions to Tenderers)**

(To be stamped in accordance with Stamp Act of India)

KNOW ALL MEN by these presents that we \_\_\_\_\_(Name of Bank), having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto KOLKATA METRO RAIL CORPORATION (hereinafter called "the Employer") in sum of \* \_\_\_\_\_ for which payment well and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer") has submitted his tender dated \_\_\_\_\_ for Contract ISA (hereinafter called "the Tender").

WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of \*. \_\_\_\_\_ (Amount in figures and words) as Tender Guarantee against the Tenderer's offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank and address) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

- (i) That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- (ii) That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.
- (iii) That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (iv) That this guarantee commences from the date hereof and shall remain in force till :
  - a. The Tenderer in case his tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee on a scheduled Indian Bank located in India acceptable to the Employer

- b. 28 days beyond the Tender Validity period of 180 days from the last date of submission of the tender, this shall be suitably extended on the request of KMRC.
- c. That the expression “the Tenderer” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- (ii) if the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity:
  - a. fails or refuses to furnish the Performance Guarantee and/or
  - b. fails or refuses to enter into a Contract within the time limit specified in Clause 8.2 of the "Instructions to Tenderers".

We undertake to pay to the Employer the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (I) & (ii), mentioned above, specifying the occurred condition or conditions.

Signature of

Authorised Official

Of the Bank: \_\_\_\_\_

SIGNATURE OF WITNESS

\_\_\_\_\_

NAME OF WITNESS

\_\_\_\_\_

Address of witness

\_\_\_\_\_

Name of Official: \_\_\_\_\_

Designation \_\_\_\_\_

STAMP/SEAL OF BANK

*\*The currency of the amount shall be in Rupees. or equivalent amount in a single freely convertible foreign currency.*