



**CHENNAI METRO RAIL LTD**

**STATION MANAGEMENT SERVICES (SMS-01-2017) TENDER**

**ADDENDUM No.1**

<b>Sl.NO</b>	<b>Reference: Clause no/Page no</b>	<b>Remarks</b>	<b>Addendum/Amendments to the Tender Clause</b>
1	Annexure 4, Sl.no 15/page no.56	Pest Control-license	"Pest Control must be done by agencies holding valid Pest Control License in Chennai. An undertaking in this regard needs to be submitted by bidders".
2	19/page no.15	Format for EMD-BG	BG Format is annexed. Annexure-12 is added.
3	General	Clarification for 100% owned subsidiaries.	"In case the bidder is a 100% owned subsidiary of internationally reputed firms, then the bidder can seek qualification on the basis of its Parent company credentials. Authorization for use of such technical or financial capability from the parent company along with documentary proof supporting that the tenderer is a 100% subsidiary of the parent company must be submitted as part of techno-commercial bid."
4	General	Minimum Wages-Compliance	"Minimum wages of Tamil Nadu Government to be followed. CMRL shall reimburse any increment in state wages on submission of proof of payment to the staff deployed for CMRL-Station Management Services for Stage-2A stations."

5	37/Page No.22	Payment in case of dispute	"In case of dispute, CMRL shall pay 80% of the bill raised by contractor within 21 days from the date of submission of bill, subject to compliance of all statutory requirements."
6	General	No. of Toilets (Gents/Ladies) in each Station	"Each station has 5 Toilets. 2 for Gents, 2 for ladies and One for Physically challenged."
7	1.1 (k)/page no.25; Requirement 56/page no.44	Garden Maintenance	"Garden maintenance is excluded from the scope of contract. The audit weightage given for the same will be allocated for Housekeeping and cleaning activities"
8	General	Tank Cleaning	"Two water tanks and One sewage sump of 3X4X2mts (approximate size) are available at each station. They need to be cleaned on quarterly basis"

- **The Addendum No.1 (SMS-01-2017) and the Annexure-12 enclosed along with the addendum shall be part and parcel of the SMS-01-2017 Tender Document. The same must be signed, sealed and submitted along with the bid submission.**

**Director (Systems & Operations),  
Chennai Metro Rail Ltd**

**Place: Chennai  
Date:11.03.2017**

**Encl: Annexure-12**

**Annexure-12**

**BANK GUARANTEE FOR TENDER SECURITY/EARNEST MONEY DEPOSIT OF TENDER**

To  
Chennai Metro Rail Limited  
CMRL Depot, Admin Building  
Poonamalee High Road  
Koyambedu 600 107.

1. WHEREAS \_\_\_\_\_(Name and Address of the Tenderer hereinafter called the "Bidder") has undertaken for submission of Tender in pursuance of contract \_\_\_\_\_(description of the contract work of Chennai Metro Rail Project to be specified, hereinafter called "the Tender").

2.AND WHEREAS it has been stipulated in the concerned Tender notification issued by Chennai Metro Rail Corporation Limited (CMRL) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, herein after called the Employer) to the bidder that the bidder shall furnish to EMPLOYER (CMRL) with a Bank Guarantee as per the conditions of the Tender, from a Scheduled Commercial Bank in India for the sum specified herein below as Tender security for compliance of the obligation and performance, in accordance with the concerned Tender conditions.

3. AND WHEREAS we \_\_\_\_\_ (the name and full address of the Bank including Email address) having registered office at \_\_\_\_\_ (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the contractor such a Bank Guarantee, drawn and payable at Chennai \_\_\_\_\_ through Chennai \_\_\_\_\_ Branch.

4. NOW therefore , we hereby affirm that we are the guarantor and responsible to EMPLOYER (CMRL) and their successor, on behalf the bidder up to a total sum of Indian Rupees of Rs. \_\_\_\_\_ (amount of Guarantee to be specified in figure and words), such sum being payable equal to the currencies in which the contract price is payable and we hereby further unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of Indian Rupee \_\_\_\_\_(Bank guarantee amount to be specified) as aforesaid without your needing to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (CMRL), the sums specified therein.

5. This Bank Guarantee is encashable or extendable at our designated Branch in Chennai Tamilnadu, India.

6. This Bank Guarantee shall be encashed unless renewed by the contractor at the request of the Employer, before the due date.

7. The Bank is liable to pay the EMPLOYER (CMRL), any amount upto and inclusive of the aforementioned full amount upon written order from the EMPLOYER (CMRL). The Bank will pay the money required by the EMPLOYER (CMRL) immediately on demand without delay without reference to the bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or short comings or debts of the bidder.

8 . CMRL shall have full rights to encash this Bank Guarantee at any time during the guarantee period and the bidder shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer (CMRL). The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (CMRL), without the consent of the bidder and without referring the matter to the bidder.

9. Courts at Chennai, Tamilnadu, India shall have exclusive jurisdiction to adjudicate disputes arising out of encashment of the Guarantee, and we, the said Bank ,undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the bidder or change in the constitution of the issuing bank.

11. This guarantee is executed and issued by Shri \_\_\_\_\_ who is /are authorized by the Bank for issuing the guarantee in its behalf and his ID No. \_\_\_\_\_ and Email address being \_\_\_\_\_

12. The Banks liability under this Guarantee shall not exceed the amount of INR \_\_\_\_\_(to be specified in words and figures\_\_\_\_\_).

13. This guarantee shall be valid for (period to be specified) till \_\_\_\_\_ (Period to be mentioned).

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15.It is hereby agreed that the liability of the Bank under this guarantee shall cease on the first occurrence of either of the following events:.

a)Payment by the Bank of the Guaranteed sum in full to the Employer/CMRL

or

b) Receipt of written communication from the Employer/CMRL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK \_\_\_\_\_

\_\_\_\_\_

DATE: