

## CHENNAI METRO RAIL LIMITED TENDER NOTICE NO. TM-01-2017 ADDENDUM -1 TO TRACK MAINTENANCE TENDER NO.TM-01-2017

S. No	Clause No./Page No.	Original Tender clause	Modified tender clause
1	Clause.5.1.1 of GCC, Page 9 of 154	The Bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder should be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm registered under the Partnership Act, 1932 or a group of entities (the 'Consortium') coming together to render desired services under and/or in relation to the License.	Original tender condition prevails.  However the foreign company may participate with the Indian JV partner meeting the requirement of clause 5.1.1 of GCC of the tender document.

2	Article 13, Page No.149 of 154.	During the Term of this Agreement, the Contractor will obtain and maintain at its own expense, adequate insurance with regards all its obligations under this agreement including insurance for <b>COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE</b> Covering bodily injury or death suffered by third parties (including the CMRL's Personnel) and loss of or damage to property (including the CMRL's property, <b>Professional Indemnity Insurance</b> covering for the financial consequences of professional negligence, following a breach of professional duty by way of neglect, error or omission, additionally, cover shall also be provided in respect of any legal and other costs and expenses incurred, and <b>Employees Compensation</b> In accordance with the statutory requirements applicable in the country where the facilities or any part thereof is executed. The CMRL's name should be mentioned under all insurance policies taken out by the Contractor except for Employees' Compensation Insurance. The Contractor's Subcontractors name also to be named under all the insurance policies taken out by the contractor.	During the Term of this Agreement, the Contractor will obtain and maintain at its own expense, adequate insurance with regards all its obligations under this agreement including insurance for COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE for 2% of contract Covering bodily injury or death suffered by third parties (including the CMRL's Personnel) and loss of or damage to property (including the CMRL's property, in accordance with the statutory requirements applicable in the country where the facilities or any part thereof is executed. The CMRL's name should be mentioned under insurance policies taken out by the Contractor except for Employees' Compensation Insurance. The Contractor's Subcontractors name also to be named under all the insurance policies taken out by the contractor.
3	Cls.14 of GCC, Page 14 of 154.	CVs of the personnel to be deployed should be submitted to CMRL. Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted duly verified by the contractor which shall contain the following information but not limited to:- i. Name in full ii. Father's name iii. Date of Birth	CVs of the personnel to be deployed should be submitted to CMRL for approval. Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted duly verified by the contractor which shall contain the following information but not limited to:- i. Name in full ii. Father's name iii. Date of Birth

		iv. Present Address v. Permanent Address vi. Educational Qualification vii. Experience in relevant field of activity viii. Whether any antecedents of Police cases (Police verification certificate to be enclosed). On top of every CV, the proposed category is also to be indicated.	<ul> <li>iv. Present Address</li> <li>v. Permanent Address</li> <li>vi. Educational Qualification</li> <li>vii. Experience in relevant field of activity</li> <li>viii. Whether any antecedents of Police cases (Police verification certificate to be enclosed). On top of every CV, the proposed category is also to be indicated.</li> <li>Any change of key personnel /staff needs prior approval from CMRL subjected to following penalty which will be imposed for every change of key personnel</li> <li>1. For Assistant Manager- Rs.15,000/per change(Rupees Fifteen Thousand only).</li> <li>2. For SSE- Rs.10,000/per change (Rupees Ten Thousand only).</li> <li>3. For SE/JE - Rs.8,000/per change (Rupees</li> </ul>
4	GCC 37, Page 23 of 154	Housing facilities	Eight Thousand only).  Add below as a clause 37.1.  a. Office accommodation/ Accommodation for Emergency staffs will be provided by CMRL.  b. About 300-400 m² area will be provided by CMRL. However rental will be charged @ Rs.8,000(Eight Thousand) per month for land & Water and @ Rs.3,000(Three thousand) per month for Electricity and Telephone, etc.

5	Clause.5(b) of GCC, Page 9 of 154.	Work Experience:  Work Experience from reputed maintenance service providers of having completed similar works during last 5 years, either in India or abroad or both, ending last day of the previous month.  Similar work means "Regular track maintenance including transportation of materials, periodic inspection or preventive maintenance and renewals of track components and other repair works or corrective Maintenance of Ballast less\Ballasted Metro Railway Track system or MRTS or Indian Railways.	Work Experience:  Work Experience from reputed maintenance service providers of having completed similar works during last 5(five) years, either in India or abroad or both, ending last day of the previous month.  Similar work means "Railway Track related works preferably some maintenance or construction or both, of track works including transportation of materials, periodic inspection or preventive maintenance and renewals of track components and other repair works or corrective Maintenance of Ballast less\Ballasted Metro Railway Track system or MRTS or Indian Railways"
6	Annexure 6- Form, Tech -1, Page 117 of 154.	Head: "Maintenance of ballast less track including transportation of materials, periodic inspection and renewals of track components, training and other repair works	Head: "Railway Track related works preferably some maintenance or construction or both, of track works including transportation of materials, periodic inspection or preventive maintenance and renewals of track components and other repair works or corrective Maintenance of Ballast less\Ballasted Metro Railway Track system or MRTS or Indian Railways"

7	Clause.6 of scope of work, Page No.55 of 154.	Key staff, Qualification and Experience	Add the following below S.No. 4  Retired persons up to 65(sixty five) years age limit from Railways will be permitted (in case of required key staffs not available as per above minimum qualification and experience) with prior approval from CMRL.
8	Article 5 of Contract agreement, clause 5.1, Page No.144 of 154.	As mentioned elsewhere in this Agreement, the Contractor shall furnish to CMRL (in the manner and form acceptable to CMRL) a Security Deposit for an amount equal to 10% (ten percent) of the Total Contract value, 21 (twenty one) days prior to the Commencement of Contract.	As mentioned elsewhere in this Agreement, the Contractor shall furnish to CMRL (in the manner and form acceptable to CMRL) a Security Deposit for an amount equal to 10%. In that 5% (five percent) of the Total Contract value to be submitted within 21 (twenty one) days prior to the Commencement of Contract in the form of (BG/PBG) and the balance 5% will be deducted in the running bills.

Director/Projects
Chennai Metro Rail Limited