

Addendum-01
CMRL/PHASE II/SYS/ISA03/2023
03 October 2023

SN	Part	Section	Clause	Original Bid condition	Revised bid condition
1	Part 1	Section II- BDS	ITB 4.8	<p>Add a new Sub-Clause 4.8:</p> <p>The Bidder is required to confirm and declare with its Bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. Such Bidder or Member will have to further confirm and declare in the Bid that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Contract Price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant and declare any Contract if already awarded to the Bidder to be null and void.</p>	<p>Add a new Sub-Clause 4.8:</p> <p>The Bidder is required to confirm and declare with its Bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. The representatives (to act as mentioned in Terms and Conditions VII of the RDSO circular on ISA empanelment) is excluded from the definition of agent. Such Bidder will have to further confirm and declare in the Bid that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Contract Price will not include any such amount. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant and declare any Contract if already awarded to the Bidder to be null and void.</p>
2	Part 1	Section IV- Bidding Forms	1.1 Letter of Technical Bid		i. We hereby certify that we have not engaged any agent , middlemen or any intermediary in accordance with ITB 4.8
3	Part 2	General and Particular Specification	1.4.2	The Works to be executed under the Contract include Assessment of the CBTC GOA 4 Signalling system, five makes of Platform Screen systems and the integration of the signalling system with the rail vehicles and Platform Screen Door Systems.	The Works to be executed under the Contract include Assessment of the CBTC GOA 4 Signalling system, five makes of Platform Screen systems and the interfaces of these systems to other systems which involves safety, especially the integration of the signalling system with the rail vehicles, Platform Screen Door Systems, Civil, tracks etc.
4	Part 2	General and Particular Specification	2.2.17	----	A temporary Operational control centre (OCC) is planned at Poonamalle Depot scheduled to be commissioned along with Stage 1. The permanent Back-up Operational control centre (BOCC) is planned at Nandanam Headquarters (adjacent to nandanam Station) and the Permanent Operational control centre (OCC) is planned near Madhavaram Depot along with stage 4.
5	Part 2	General and Particular Specification	2.2.7	Two Major Depots are available namely at Poonamallee depot and Madhavaram Depot. Apart from the depots, stabling locations and sidings are available on the mainline where rolling stocks can be stabled overnight as well as in revenue hours based on the operational requirements. The sidings on mainline will also be used for sick rolling stock stabling in revenue hours.	Two Major Depots are available namely at Poonamallee depot and Madhavaram Depot. Apart from the major depots, stabling locations, Workshop lines and sidings are available on the mainline where rolling stocks can be stabled and maintained overnight as well as in revenue hours based on the operational requirements. The sidings on mainline will also be used for healthy as well as sick rolling stock stabling in revenue hours.
6	Part 2	General and Particular Specification	3.1.1	For CMRL Ph 2 project one signalling system is envisaged. The name of the contract is ASA04. The contractor is Hitachi consortium.	For CMRL Ph 2 project one signalling system is envisaged. The name of the contract is ASA04. The contractor is consortium of Hitachi Rail STS SPA and Hitachi Rail STS India .
7	Part 2	General and Particular Specification	3.1.2	The system involves various subsystems like ATP, ATO, IXL, UTO, ATS, Video Management Systems etc. The ATP, IXL systems are SIL 4. ATS is SIL 2 systems. The system will have two type of control workstations in OCC and Stations which will be SIL 4 and SIL 2 respectively. The signalling system will have capability of scheduled operation of trains in unmanned manner with automated driverless depots. The signalling system also have remote commends to trouble shoot the failures of certain sub-systems of Rolling stock. The system is based on IEEE1474 and EN 62290. The bi-directional communication between the track side and the on-board system is via Wi-Fi radio network complying to IEEE 802.11 standard.	The system involves various subsystems like ATP, ATO, IXL, UTO, ATS, Video Management Systems etc. The ATP, IXL systems are SIL 4. ATS is SIL 2 systems. The system will have two type of control workstations in OCC and Stations, both SIL 2. The signalling system will have capability of scheduled operation of trains in unmanned manner with automated driverless depots. The signalling system also have remote commends to trouble shoot the failures of certain sub-systems of Rolling stock. The system is based on IEEE1474 and EN 62290. The bi-directional communication between the track side and the on-board system is via Wi-Fi radio network complying to IEEE 802.11 standard.The details of Software Requirements and System Safety Design Requirements are given in Sections 6.3 & 6.4 of the ASA-04 Contract, Particular Specifications.

Addendum-01
CMRL/PHASE II/SYS/ISA03/2023
03 October 2023

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8	Part 2	General and Particular Specification	3.2.1	For CMRL Ph 2 project five makes of PSD system is envisaged. ASA10 Package for Corridor 4 will have two makes, namely Half height PSD for elevated stations and Full height PSD for Underground stations. ASA10 is awarded to M/s Zhuzhou CRRC Times Electric Co. Ltd. ASA12 package is for Half height PSD for elevated stations of Balance C3-C5 section. ASA11 package is for Full height PSD for Underground stations of JICA corridor of C3-C5. ASA09 package is for Half height PSD for elevated stations of JICA corridor C3-C5. The procurement process of ASA09, ASA11, ASA12 is under process.	For CMRL Ph 2 project five makes of PSD system is envisaged. ASA10 Package for Corridor 4 will have two makes, namely Half height PSD for elevated stations and Full height PSD for Underground stations. ASA10 is awarded to M/s Zhuzhou CRRC Times Electric Co. Ltd. ASA12 package is for Half height PSD for elevated stations of Balance C3-C5 section. ASA11 package is for Full height PSD for Underground stations of JICA corridor of C3- C5. ASA09 package is for Half height PSD for elevated stations of JICA corridor C3-C5 which will be procured under the conditions of JICA STEP loan. The procurement process of ASA09, ASA11, ASA12 is under process.
9	Part 2	General and Particular Specification	3.2.2	The PSD system comprises of Motorised sliding doors, Emergency Egress Doors, Manual Secondary doors. The sliding doors are electrically powered. All doors are monitored for its close/open/lock status. The Door control unit and its functionality are SIL 3 or SIL 2. The All doors closed and Locked signal from PSD to Signalling will be SIL 4 signal. The individual doors of PSD can be inhibited from the ATS terminal of Signalling.	The PSD system comprises of Bi-Parting sliding doors, Emergency Egress Doors, Manual Secondary doors. The sliding doors are electrically powered. All doors are monitored for its close/open/lock status. The Door control unit and its functionality are SIL 3 or SIL 2. The All doors closed and Locked signal from PSD to Signalling will be SIL 4 signal. The individual doors of PSD can be inhibited from the ATS terminal of Signalling.
10	Part 2	General and Particular Specification	4.2.1.10		The conclusions of the ISA will be given by the ISA Contractor through signed ISA System Safety Assessment Report (SSA) at the completion of the Testing & Commissioning of the Signaling system and PSD systems along with its safety relevant interface to all other systems. The SSA given by the ISA Contractor, regarding suitability of the assessed systems for public carriage of passengers, from a safety perspective, will be a critical pre-requisite to enable the CMRS to plan their pre-authorization inspection of the sections proposed for opening to passenger service.
11	Part 2	General and Particular Specification	4.2.1.2	The ISA Contractor shall verify that the required level of safety/quality is achieved by the Signalling system, PSD systems and its interfaces with PSD and Rolling Stock systems, to ensure the safe operation of the Metro as per the Safety Requirements detailed in Appendix 2B and 2C.	The ISA Contractor shall verify that the required level of safety/quality is achieved by the Signalling system, PSD systems and its safety related interfaces with PSD and Rolling Stock systems, and other systems to ensure the safe operation of the Metro as per the Safety Requirements detailed in Appendix 2B and 2C.
12	Part 2	General and Particular Specification	4.2.1.6	The ISAs focus will be on the Signalling system and PSD systems & its interface with each other & with Rolling Stock systems; however, the ISA Contractor shall ensure that all hazards have been mitigated, including those shared with other systems such as, but not limited to, Rolling Stock, Track and Civil Works.	The ISAs focus will be on the Signalling system and PSD systems & its interface with each other & with Rolling Stock systems; however, the ISA Contractor shall ensure that all hazards have been mitigated, including those shared with other systems such as, but not limited to, Rolling Stock, Track and Civil Works. The Independent Safety assessment work scope & methodology of the Signalling Contractor, should be based on the provisions of Section 6.8 (Independent Safety assessment) of EN-50126-1-2017. The Appendix 2T of the ASA-04 contract is also a reference. For PSD systems, apart from the SIL rated interface with the Signaling system, the assessment activities shall cover SIL rated software of the PSD System, Passenger Safety related features like loading requirements, deflection under loading, detection of obstacles during door movement & prevention of injury to any part of the passenger body due to movement of sliding doors, in a fail-safe & highly reliable manner, gap closure to prevent excessive gap between the PSD & Train Flooring, mitigation measures to prevent door closure in case any passenger is trapped in the space between PSD façade & Train body. The assessment activities shall cover all phases like design, verification, validation, installation, Testing & Commissioning , inputs to O&M, Training on all Safety aspects related to O&M.
13	Part 2	General and Particular Specification	4.2.1.8	The conclusions of the ISA will be given by the ISA Contractor through signed ISA Safety Assessment Report (SSA) at the completion of the Testing & Commissioning of the Signaling system and PSD systems along with its interface to the PSD and Rolling Stock System.	The ISA contractor shall assess the operational procedures for UTO operation in the perspective of asset, passenger and staff safety for the first elevated stage and first underground stage of UTO operation, as a minimum.
14	Part 2	General and Particular Specification	4.2.1.9		The ISA contractor shall monitor the assessment work done by the Contractor's ISA, to make sure it follows the Assessment Procedure /Process as per EN 50126-1-2017 (or latest) covering various stages constituting the Life Cycle of the System to be supplied by ASA-04 Contractor and bring to the notice of ASA-04 Contractor, their ISA as well as the Employer, when deviations from/non-observance of the Assessment Process as per EN 50126-1-2017 (or latest) , is detected.

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15	Part 2	General and Particular Specification	4.2.2.3.f	The ISA Contractor shall submit the draft version of the Safety Audit Reports to the Client within a maximum of seven calendar days of completing the Safety Audits The ISA Contractor shall discuss the draft Safety Audit Reports with the audited party and the Client before the final version is completed and submitted.	The ISA Contractor shall submit the draft version of the Safety Audit Reports to the Employer within a maximum of seven calendar days of completing the Safety Audits The ISA Contractor shall discuss the draft Safety Audit Reports with the audited party and the Employer before the final version is completed and submitted.
16	Part 2	General and Particular Specification	4.2.2.4.a.iii	The ISA Contractor shall closely coordinate and cooperate with the Client and the System Contractors during the ISA activities.	The ISA Contractor shall closely coordinate and cooperate with the Employer, the System Contractors, the Internal ISAs of the signalling system contractor, as applicable, during the ISA activities.
17	Part 2	General and Particular Specification	4.2.2.4.b	In the event that there is a dispute or lack of cooperation by any system Contractor, the ISA Contractor shall notify the Client in writing within 48 hours and provide details of the full circumstances, impact to program and possible solutions to the overcome the dispute	In the event that there is a dispute or lack of cooperation by any system Contractor, the ISA Contractor shall notify the Employer in writing within 48 hours and provide details of the full circumstances, impact to program and possible solutions to the overcome the dispute
18	Part 2	General and Particular Specification	4.2.2.4.c	<p>i. The Client and the ISA Contractor will meet with each System Contractor at the kickoff meeting/subsequent meetings of the ISA, to discuss and agree on the Safety Assessment Plan. After the kick-off meeting, the ISA Contractor shall regularly coordinate and interface directly with each System Contractor, with all communications or notes of discussions forwarded to the Client.</p> <p>ii. The ISA Contractor shall submit the ISA schedule of meetings and Safety Audits with advance notice to enable the Client to attend, if necessary. These meetings, including the kick off meeting can be through video/tele-conferencing, as appropriate.</p>	<p>i. The Employer and the ISA Contractor will meet with each System Contractor (along with the Internal ISA of the signalling contractor) at the kickoff meeting/subsequent meetings of the ISA, to discuss and agree on the Safety Assessment Plan. After the kick-off meeting, the ISA Contractor shall regularly coordinate and interface directly with each System Contractor, and internal ISA of Signalling contractor as applicable, with all communications or notes of discussions forwarded to the Employer.</p> <p>ii. The ISA Contractor shall submit the ISA schedule of meetings and Safety Audits with advance notice to enable the Employer to attend, if necessary. These meetings, including the kick off meeting can be through video/tele-conferencing, as appropriate.</p>
19	Part 2	General and Particular Specification	4.2.2.6.b.iii	The ISA Contractor may request the Client to provide any other document considered necessary to perform the ISA.	The ISA Contractor may request the Employer to provide any other document considered necessary to perform the ISA services.
20	Part 2	General and Particular Specification	4.2.2.7	The details of deliverables are described in Part 1 and Part 3 of the Tender document.	<p>The main deliverables shall be, as a minimum,</p> <p>a. Quarterly progress reports</p> <p>b. Safety Assessment Plan</p> <p>c. Findings logs and Safety Audit Reports</p> <p>d. System safety Assessment report and certification for passenger operation.</p> <p>The above deliverables shall be for signalling system, PSD systems and the safety rated Interfaces of other systems with signalling system and PSD systems. The format and content shall be in a manner acceptable for CMRS (Commissioner of Metro Railway Safety), to whom the documents are submitted for final clearance from authority for opening the line for public operation.</p> <p>The details of deliverables are described in Part 1 and Part 3 of the Tender document in detail.</p>
21	Part 2	General and Particular Specification	4.2.2.8	All Services and information to be provided by the ISA Contractor the Client are free of copyright or any other encumbrance to the future use by the Client in the design, construction and operation of the Metro and any other railways.	All Services and information to be provided by the ISA Contractor, the Employer are free of copyright or any other encumbrance to the future use by the Employer in the design, construction and operation of the Metro and any other railways.

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22	Part 3	Section VIII: Particular Conditions	41	<p>Add the following at the end of Sub-clause 11.1:</p> <p>If the works or sections not available for usage by the Employer for more than 1 hour due to the Contractor's default, then the penalty of INR 50,000 shall be paid by the contractor for each hour till the works or sections made ready by him. The cumulative amount shall be deducted by the Employer from the subsequent bills submitted by contractor.</p> <p>A penalty of INR 25,000 for each train shall be levied for the failure or malfunction in the works or sections during passenger operation which results in delay of more than 10 minutes</p>	Not used.
23	Part 3	Section VIII: Particular Conditions	42	<p>Replace sub-clause 11.3 with the following:</p> <p>The Employer shall be entitled subject to Sub-Clause 2.5 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor.</p> <p>If defects occur on a component/sub-system due to defective material/ design/ workmanship, the Defect Notification period for that item should be reckoned from the time the defects mentioned above, is rectified.</p> <p>The Employer shall also be entitled for an Extension of the Defects Notification Period for the Works or a Section in case of 'Failure to Pass test after completion' for that particular section due to contractor's default.</p>	Not used.
24	Part 3	Section VIII Particular conditions	PC clause 53A for GC clause 18.5		<p>Following is added as a new Sub-Clause to GC as Sub-Clause 18.5:</p> <p>The Contractor shall affect and maintain Professional Indemnity Insurance, in the name of the Employer, for the amount in Indian Rupees (INR) equivalent to 100% of the contract value in respect of the works to be carried out by or on behalf of the Contractor. This insurance, which shall ensure the Contractor's liability by reason of professional negligence and errors in the works, shall be valid from 28 days after issue of employer's Notice to Proceed, until 5 years after the date of issue of Performance Certificate. Alternatively, the Contractor shall renew the insurance before the expiry of the Yearly Insurance in such a way that the entire validity period is covered. Wherever the contractor submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry date. In such situation, the performance bank guarantee shall be retained till the required validity period. The contractor's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance bank guarantee.</p> <p>The Employer will not issue Final Payment Certificate until the Contractor has produced evidence that coverage of the professional indemnity insurance has been provided for the aforesaid period.</p>