

**TENDER No: CMRL/PH\_II/SYS/C4\_ASA10/2022**

**Tender ID:2022\_CMMDB\_689376\_1**

**ADDENDUM-03**

**TO BIDDING DOCUMENTS**

**For**

**“DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF PLATFORM SCREEN DOORS FOR CMRL PHASE II - CORRIDOR 4”.**

**29 August 2022**

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S. No	Part	Section	Clause No.	Existing Tender Condition	Amended Tender Condition
1	Part-3	Section-VIII, PCC	Clause No. 61 (GCC Cl. 20.2: Dispute Board)	<p><b>Delete Sub-Clause 20.2 of GCC in its entirety and replace with the following Sub-Clauses</b></p> <p><b>Dispute Board (DB):</b></p> <p>i) The DB shall be appointed as and when the first request is raised, consequent to failure at SGRC, within 28 days of receipt of such request by the Employer.</p> <p>(ii) The DB shall comprise three members. The Employer shall, within fifteen days from the date of receipt of such notice, send a panel of 20 (twenty) independent and neutral members who shall be professionals, experienced in the relevant field and retired from the service of Indian Railways and other Metro Rail Corporations. These names are obtained from those Organizations, for the purpose of nominating them as DB Members/Conciliator, who are also not ex-employees or directly or indirectly associated with CMRL. The panel list shall be indicative. Each party shall choose any one member from the panel provided by the Employer. The first two members shall recommend a third member from the panel and the Parties shall agree upon the same, who shall then act</p>	<p><b>Delete Sub-Clause 20.2 of GCC in its entirety and replace with the following Sub-Clauses</b></p> <p><b><u>20.2 Appointment of Dispute Board</u></b></p> <p>i) <u>Deleted.</u></p> <p>ii) The DB shall comprise three members. The Employer shall, within fifteen days from the date of receipt of notice under sub-clause 20.1 A (v), send a panel of <u>10 (ten)</u> independent and neutral members who shall be professionals, experienced in the relevant field. The members shall not be ex-employees or directly or indirectly associated with CMRL. The panel list shall be indicative. Each party shall choose any one member from the panel provided by the Employer. The first two members shall recommend a third member from the panel and the Parties shall agree upon the same, who shall then act as Chairman of the DB.</p> <p>iii) The remuneration payable to the DB members shall be <u>mutually agreed to by the Parties</u> and shall be shared by both Parties equally.</p>

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				<p>as Chairman of the DB.</p> <p>(iii) The remuneration payable to the DB Members shall be as prescribed in the Contract Data and shall be shared by both Parties equally</p> <p>(iv) If at any time the Parties so agree, they may jointly refer a dispute or any matter to the DB for it to give its opinion. Neither Party shall consult the DB members on any matter without the agreement of the other Party.</p> <p>(v) If any member of the DB declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be made in the same manner as the replaced person was appointed.</p> <p>(vi) The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both parties, the appointment of the DB (including each member) shall expire when the discharge referred to in sub clause 14.12 shall have become effective.</p> <p>(vii) Parties shall share the expenditure equally at 50% each.</p> <p>(viii) If either party is dissatisfied with the DB's decision,</p>	<p>iv) If at any time the Parties so agree, they may jointly refer a dispute or any matter to the DB for it to give its opinion. Neither Party shall consult the DB members on any matter without the agreement of the other Party.</p> <p>v) If any member of the DB declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be made in the same manner as the replaced person was appointed.</p> <p>vi) The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone.</p> <p>vii) <u>The DB shall be appointed as and when a request is raised</u></p> <p>viii) <u>The Contractor has to pay the entire amount (100%) of the DB and raise an invoice of 50% of such cost (Employer Share) which will be reimbursed.</u></p> <p>ix) If either party is dissatisfied with the DB's decision, then the party, on or before 28 days on receipt of such decision, shall notify the other party of its dissatisfaction, and its intention to refer the dispute for Conciliation, to the</p>

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				<p>then the party, on or before 28 days on receipt of such decision, shall notify the other party of its dissatisfaction, and its intention to refer the dispute for Conciliation, to the Conciliator, failing which the decision of the DB shall be final and binding.</p>	<p>Conciliator, failing which the decision of the DB shall be final and binding.</p>
2	Part-3,	Section-VIII, PCC	<p>Clause No. 64 (GCC Cl. 20.5: amicable Settlement)</p>	<p><b>Replace entire sub-clause of 20.5 amicable settlements by the following</b></p> <p><b>20.5 Conciliation:</b></p> <p>There shall be a Conciliator well experienced in required field, who will carry out the conciliation process under part III of the Arbitration and Conciliation Act, 1996 as amended from time to time.</p> <p>(i) If the dispute is not resolved through DB and notice of dissatisfaction has been given, the parties shall attempt to settle such dispute through Conciliation.</p> <p>(ii) Both parties will agree for nominating sole Conciliator from the list of DB Members/Conciliator utilised earlier to select DB members in Clause 20.2 within (30) thirty days from the date of receipt of such dissatisfaction notice. However, such Conciliator will not be a member of the DB or Arbitrator in this contract.</p> <p>(iii) Conciliation proceedings shall commence when the</p>	<p><b>Replace entire sub-clause of 20.5 amicable Settlement by following:</b></p> <p><b>20.5 Conciliation</b></p> <p>There shall be a Conciliator well experienced in required field who will carry out the conciliation process under part III of the Indian Arbitration and Conciliation Act, 1996 as amended <u>by the Arbitration and Conciliation (Amendment) Act 2015.</u></p> <p>(i) If the dispute is not resolved through DB and notice of dissatisfaction has been given <u>by either party</u>, the parties shall attempt to settle such dispute through Conciliation.</p> <p>(ii) <u>Both parties will agree for nominating sole Conciliator from the list provided by the Employer, Such Conciliator shall be nominated by the party seeking Conciliator from the List maintained by the Employer.</u></p>

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				<p>party submit a brief statement of the claims/disputes to the conciliator.</p> <p>(iv) The Conciliator shall be paid a fee of Rs. 50000/- per sitting plus Rs.5000/- towards local transport charges for each day of proceedings. An outstation member shall be reimbursed the air fare by economy class and hotel accommodation addition. Applicable taxes, if any, shall be reimbursed as per actuals. The expenditure shall be shared equally by both the parties.</p> <p>(v) Administrative assistance (in furtherance of Section-68 of the Act) shall be extended by such expert technical and secretarial team as the Conciliator may require for efficient discharge of its functions. The parties may provide the same to the satisfaction of the Conciliator. The expenditure towards the same shall be borne equally by both the parties equally.</p> <p>(vi) The Conciliator shall hold its sitting at a designated place in Chennai. Conciliator may hold as many sittings every month as it deems appropriate keeping in view the volume of work at its disposal. The proceedings shall be completed within 10 sittings in a period of 6 months. In case more sittings are required by the Conciliator, the same may be held at the discretion of the Committee with the consent of the</p>	<p><u>The Employer shall, within fifteen days from the date of receipt of such dissatisfaction notice, send a panel of 5 (Five) independent and neutral members who shall be professionals, experienced in the relevant field. The Contractor shall nominate sole Conciliator from the said panel within fifteen days from the date of receipt of such Panel from the Employer.</u></p> <p>(iii) Conciliation proceedings shall commence when the party submit a brief statement of the claims/disputes to the <u>conciliator</u>.</p> <p>(iv) The Conciliator shall be paid a fee of Rs. 50000/- per sitting plus Rs.5000/- towards local transport charges for each day of proceedings. An outstation member shall be reimbursed the air fare by economy class and hotel accommodation <u>additionally</u>. Applicable taxes, if any, shall be reimbursed as per actuals. The expenditure shall be shared equally by both the parties.</p> <p>(v) Administrative assistance (in furtherance of Section-68 of the Act) shall be extended by</p>

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				<p>parties.</p> <p>(vii) The procedures and methodologies of the Conciliation proceedings shall be evolved by the Conciliator in its first meeting. The Forum of Conciliator is a settlement forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. The parties are expected to be brief and to the point before the Conciliator with regards to their respective stand and views to exercise the spirit of settlement.</p> <p>(viii) The Parties before the Conciliator shall be represented by a senior Executive and regular employee of the company, supported by an Authorization letter to enter into a Settlement Agreement. The representing parties appearing before the Conciliator shall be capable of taking decision immediately and to settle the dispute.</p> <p>(ix) The Conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to other things, the rights and obligations of the parties and usage of the trade practice and circumstances surrounding the dispute and suggest the proposal for a settlement of the dispute. If a settlement is arrived at, the same shall be recorded as a settlement agreement and signed by the</p>	<p>such expert Technical and Secretarial team as the Conciliator may require for efficient discharge of its functions. The parties may provide the same to the satisfaction of the Conciliator. The expenditure towards the same shall be borne equally by both the parties.</p> <p>(vi) The Conciliator shall hold its sitting at a designated place in Chennai. Conciliator may hold as many sittings every month as it deems appropriate keeping in view the volume of work at its disposal. The proceedings shall be completed within 10 sittings in a period of 6 months. In case more sittings are required by the Conciliator, the same may be held at the discretion of the <u>Conciliator</u> with the consent of the parties.</p> <p>(vii) The procedures and methodologies of the Conciliation proceedings shall be evolved by the Conciliator in its first meeting. The Forum of Conciliator is a settlement forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. The parties are expected to be</p>

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<b>S. No</b>	<b>Part</b>	<b>Section</b>	<b>Clause No.</b>	<b>Existing Tender Condition</b>	<b>Amended Tender Condition</b>
				<p>Contractor, Employer and the Conciliator. The settlement agreement shall be final and binding on the parties in terms of section 73 of the Arbitration and Conciliation Act 1996 as amended.</p> <p>(x) In case of failure of the conciliation process, the Conciliator shall write a declaration after consultation with the parties to the effect that further efforts at conciliation are no longer justified on the date of declaration.</p> <p>(xi) If any dispute between the parties is not resolved through Conciliation, either party on or before 30 days from the date of declaration of Conciliator, shall give notice in writing to the other party of its intention to refer such dispute to Arbitration.</p>	<p>brief and to the point before the Conciliator with regards to their respective stand and views to exercise the spirit of settlement.</p> <p>(viii) The Parties before the Conciliator shall be represented by a senior Executive and regular employee of the company, supported by an Authorization letter to enter into a Settlement Agreement. The representing parties appearing before the Conciliator shall be capable of taking decision immediately and settle the dispute.</p> <p>(ix) The Conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to other things, the rights and obligations of the parties and usage of the trade practice and circumstances surrounding the dispute and suggest the proposal for a settlement of the dispute. If a settlement is arrived at, the same shall be recorded as a settlement agreement and signed by the Contractor, Employer and the Conciliator. The settlement agreement shall be final and binding on the parties in terms</p>

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					<p>of section 73 of the Arbitration and Conciliation Act 1996 as amended.</p> <p>(x) In case of failure of the conciliation process, the Conciliator shall write a declaration after consultation with the parties to the effect that further efforts at conciliation are no longer justified on the date of declaration.</p> <p>If any dispute between the parties is not resolved through Conciliation, either party on or before 30 days from the date of declaration of Conciliator, shall give notice in writing to the other party of its intention to refer such dispute to Arbitration.</p>
3.	Part-3,	Section-VIII, PCC	Clause No. 65 (GCC Cl. 20.6: Arbitration)	<p><b>Delete sub-clause 20.6 of Part 3 General Conditions in its entirety and replace with the following sub-clauses.</b></p> <p><b>20.6 Arbitration</b></p> <p>1. Any dispute between the Parties arising out of or in connection with the Contract, not settled under Conciliation in accordance with Sub-Clause 20.5 above, and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. The rules governing arbitration shall be as under.</p>	<p><b>Delete sub-clause 20.6 of Part 3 GCC in its entirety and replace with the following sub-clauses.</b></p> <p><b>20.6 Arbitration:</b></p> <p>1. Any dispute between the Parties arising out of or in connection with the Contract, not settled under Conciliation in accordance with Sub-Clause 20.5 above, shall be finally settled by arbitration. The rules governing arbitration shall be as under.</p> <p>A. <u>Deleted (Complete Point A)</u></p>



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S. No	Part	Section	Clause No.	Existing Tender Condition	Amended Tender Condition
				<p>A. In case of the Contractor or the Lead Partner of the Contractor (in the case of a Joint Venture or Consortium) being of foreign origin:</p> <ul style="list-style-type: none"> <li>i) The Arbitral Proceedings will be administered by the Singapore International Arbitration Center (SIAC) and conducted under the SIAC Rules of Arbitration, by three Arbitrators appointed in accordance with the said Arbitration Rules.</li> <li>ii) The Seat and venue of Arbitration will be at Chennai, India or any such place mutually agreed by both parties.</li> <li>iii) The Governing Law, governing the merits of the dispute shall be Indian Law and the arbitration shall be conducted in English language.</li> <li>iv) The Indian Arbitration and Conciliation Act, 1996, as amended from time to time shall be applicable for the procedure post Arbitration award.</li> </ul> <p>B. In case of the Contractor or the Lead Partner of the Contractor (in the case of a Joint Venture or Consortium) being of Indian origin:</p> <ul style="list-style-type: none"> <li>i) The dispute shall be referred to an Arbitral Tribunal comprising three members. Either Party</li> </ul>	<p>B. <u>Deleted-</u> (Heading for Point B)</p> <ul style="list-style-type: none"> <li>i) The dispute shall be referred to an Arbitral Tribunal comprising three members. Either Party may propose to the other Party for referring the dispute to Arbitration. If the proposal is initiated by the Contractor, such proposal shall be addressed to the Employer and the Employer shall, within fifteen days from the date of receipt of such proposal, send a Panel of Arbitrators <u>maintained by the Employer to the Contractor.</u> <u>The Panel of Arbitrators, maintained by the Employer, consisting of independent persons,</u> shall meet with the requirement relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub-sections (1) (a), (b) and (5) of the Indian Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.</li> <li>ii) The Contractor shall nominate an arbitrator from the said Panel within fifteen days from the date of receipt of the Panel from the Employer. The Employer shall nominate its Arbitrator from the said Panel within 15 days thereafter.</li> </ul>

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				<p>may propose to the other Party for referring the dispute to Arbitration. If the proposal is initiated by the Contractor, such proposal shall be addressed to the Employer and the Employer shall, with in fifteen days from the date of receipt of such proposal, send a Panel of Arbitrators to the Contractor. Such panel of independent persons, shall meet with the requirement relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub-sections (1) (a), (b) and (5) of the Indian Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.</p> <p>ii) The Contractor shall nominate an arbitrator from the said Panel within fifteen days from from the date of receipt of the panel from the Employer. The Employer shall nominate its Arbitrator from the said Panel within 15 days thereafter.</p> <p>iii) If the proposal for referring the dispute to Arbitration is made by the Employer to the Contractor, it shall forward such proposal to the Contractor along with the nomination of its Arbitrator from the said Panel. The Contractor shall, within fifteen days of receipt of the Panel from the Employer, nominate its arbitrator from the Panel.</p>	<p>iii) If the proposal for referring the dispute to Arbitration is made by the Employer to the Contractor, it shall forward such proposal to the Contractor along with the nomination of its Arbitrator from the said Panel. The Contractor shall, within fifteen days of receipt of the Panel from the Employer, nominate its arbitrator from the <u>same Panel</u>.</p> <p>iv) If either party fails to nominate its Arbitrator within the prescribed time limit as mentioned above, after the nomination by the other party, then such other party, after the expiry of the prescribed time limit, has the right to nominate the arbitrator from the said Panel, on behalf of the party failing to nominate. The two arbitrators nominated by the Contractor and the Employer as above, shall appoint the Presiding Arbitrator from the Panel referred above, by mutual consultation among themselves, within 15 days of the appointment of the second Arbitrator.</p> <p>v) If no consensus is reached within 15 days regarding the appointment of the Presiding</p>

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				<p>iv) If either party fails to nominate its Arbitrator within the prescribed time limit as mentioned above, after the nomination by the other party, then such other party, after the expiry of the prescribed time limit, has the right to nominate the arbitrator from the said Panel, on behalf of the party failing to nominate. The two arbitrators nominated by the Contractor and the Employer as above, shall appoint the Presiding Arbitrator from the Panel referred above, by mutual consultation among themselves, within 15 days of the appointment of the second Arbitrator.</p> <p>v) If no consensus is reached within 15 days regarding the appointment of the Presiding Arbitrator, either party may apply to the Designated Court referred to in the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015 for the appointment of the Presiding Arbitrator.</p> <p>vi) The Parties agree that the selection and nomination of Arbitrators from the Panel should be based on the nature and subject matter of dispute to be adjudicated upon, that is, the nominated Arbitrators shall have sufficient knowledge and experience to decide upon the disputed matter.</p>	<p>Arbitrator, either party may apply to the Designated Court referred to in the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015 for the appointment of the Presiding Arbitrator.</p> <p>vi) The Parties agree that the selection and nomination of Arbitrators from the Panel should be based on the nature and subject matter of dispute to be adjudicated upon, that is, the nominated Arbitrators shall have sufficient knowledge and experience to decide upon the disputed matter.</p> <p>vii) In the event of an arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.</p> <p>viii) Subject to aforesaid, the Arbitration and Conciliation Act, 1996 as amended from time to time, and the rules thereunder and any statutory modifications thereof for the time being in force</p>

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				<p>vii) In the event of an arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.</p> <p>viii) Subject to aforesaid, the Arbitration and Conciliation Act, 1996 as amended from time to time, and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.</p> <p>ix) The Seat and venue of the arbitration shall be Chennai. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties.</p> <p>2. The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators in any matter whatsoever relevant to the dispute.</p> <p>3. Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for</p>	<p>shall be deemed to apply to the arbitration proceedings under this clause.</p> <p>ix) The seat and venue of the arbitration shall be Chennai. The cost of Arbitration including the fees of the Arbitrators shall be borne equally by both the parties.</p> <p>2. The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators in any matter whatsoever relevant to the dispute.</p> <p>3. Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in the arbitration.</p> <p>4. Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during</p>

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				<p>dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in the arbitration.</p> <p>4. Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.</p>	<p>the progress of the Works.</p>
4	Part 2	Particular Specifications	3.7.3.1	<p>Clause 3.7.3.1 is replaced as in the " Amended Tender Condition " column.</p>	<p>The Contractor shall arrange suitable location/land for constructing site office and storage facilities for contractor as well as for Employer's Engineer.</p> <p>The Contractor shall construct the storage/warehouse facility prior to the delivery of the first shipment of materials to Chennai. Engineer's office shall be constructed prior to the pre-construction activities of the stage related to PSD.</p> <p>The details of the Engineers office, as under.</p> <p><b>Near Poonamallee- Vadapalani section of C4:</b> Contractors office and Engineers Section office: (Engineer Office only for Stage 1- From the pre-construction stage till end of DLP of Stage 1) <b>Near to Nandanam-</b> Engineer's section office (Engineer Office only for Stage 2- From the pre-construction stage 2 OR from the end of DLP of stage 1 (whichever earlier), till End of DLP of Stage 2)</p>
5	Part 2	General Specifications	Appendix 10 Clause 26	<p>The Contractor shall supply and maintain all necessary IT equipment, including server, desktop computers for each</p>	<p>Staff in offices shall be provided with one common networked multi-function printer with A4 and A3 colour, automatic duplex print- scan facility. The contractor</p>

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<b>S. No</b>	<b>Part</b>	<b>Section</b>	<b>Clause No.</b>	<b>Existing Tender Condition</b>	<b>Amended Tender Condition</b>
		tions		staff referred to in the above. Staff in offices shall each have their own A4 colour printer. High speed A3 colour printers shall be installed and maintained, 3 No in the Main office and 1 No in each of the Section offices. An A0 plotter shall also be supplied and maintained in the Main Office. In addition, 20 No 14in screen laptops shall be provided.	shall maintain all the supplied IT assets in the Office which includes the consumables for the printer.
6	Part 2	General Specifications	Appendix 10 Clause 22	Meeting rooms shall be fitted with flat screen 55in TVs suitable for projection and video conferencing.	Meeting rooms shall be fitted with flat screen 55in TVs suitable for projection and video conferencing. Video conferencing facility (e.g.: Logitech Rally bar) and a supporting desktop computer shall also be provided in the meeting room.
7	Part 2	General Specifications	Appendix 10 Clause 1	Engineers' Main office and 3 nos of section office	Engineers' main office is deleted. Section offices are 2 Nos.