



CHENNAI METRO RAIL LIMITED

ADDENDUM-1 TO BIDDING DOCUMENTS

**Tender No: CMRL/O&M/CIVIL
MAINTENANCE/FMS CIVIL-01/2024**

Name of the Work: “Provision of Facility Management Services (FMS) for Monitoring and Maintaining the Integrity of Civil Structures such as Viaducts, Tunnels, Station Buildings and other associated constructions in Phase – I & Phase – I Extension of CMRL”



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E-Tender No: 2024_CMRL_814014_1

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1	134 & 135	-	<p>GC Clause 27: Appointment of the Adjudicator 27.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, by the date twenty-eight (28) days after a party gives notice to the other party of its intention to refer a dispute to the Adjudicator. If the Employer and the Contractor do not agree on the appointment of the Adjudicator, either Party will request the Appointing Authority, to appoint the Adjudicator within fourteen (14) days of receipt of such request. 27.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within thirty (30) days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within fourteen (14) days of receipt of such request. 27.3 If the Employer and the Contractor agree not to appoint an Adjudicator, the engineer shall act as the Adjudicator in accordance with the Sub-Clauses 28.1, 28.2 and 28.4, acting fairly, impartially and at the cost of the Employer.</p>	<p>GC Clause 27 will be completed and Replaced as GC Clause 27 : Negotiation and Amicable Settlement: 27.1 Negotiation and Amicable Settlement: In the event of any dispute in connection with or arising out of this Agreement between the parties (“Disputes”), either party shall issue a notice in writing to other party to settle the dispute. The parties shall first attempt to amicably resolve such disputes through negotiation at the highest level of both the parties. 27.2 If the disputes are not resolved within 30 days of notice as referred above through Negotiation and Amicable settlement, either party shall give notice in writing to the other party of its intention to refer such dispute to Conciliation.</p>	Yes

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2	154 &155	-	<p>PC Clause 15: GC 16.1 (C)</p> <p>During the Term of this Agreement, the Licensee will obtain and maintain at its own expense, adequate insurance with regard to all its obligations under this agreement including insurance for COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE Covering bodily injury or death suffered by third parties and loss of or damage to property (including the CMRL’s property, Professional Indemnity Insurance 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 Workers’ Compensation 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 Service Provider except for Workers’ Compensation Insurance. The Service Provider’s Subcontractor's name is also to be named under all the insurance policies taken out by the Service Provider.</p>	<p>PC Clause 15: GC 16.1 (C) will be replaced as follows:</p> <p>During the Term of this Agreement, the Licensee will obtain and maintain at its own expense, adequate insurance with regard to all its obligations under this agreement including insurance for COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE to be taken for the contract value, Covering bodily injury or death suffered by third parties and loss of or damage to property (including the CMRL’s property, Professional Indemnity Insurance to be taken for the contract value, covering 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, 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 Service Provider. The Service Provider’s Subcontractor's name is also to be named under all the insurance policies taken out by the Service Provider.</p>	Yes
3	165	-	<p>PC Clause 41: GC 55.1</p> <p>The Performance Security shall be in the form of a “Bank guarantee”, from a Public Sector Bank/Scheduled Bank, in India as listed under the Schedule of Commercial Banks by The Reserve Bank of India (RBI) for an amount of 7.5% per cent of the Accepted Contract Amount (excluding GST) and shall be in the same currencies as the accepted contract amount.</p>	<p>PC Clause 41: GC 55.1 will be replaced as</p> <p>The Performance Security shall be in the form of an “e-Bank guarantee”, from a Public Sector Bank/Scheduled Bank, in India as listed under the Schedule of Commercial Banks by The Reserve Bank of India (RBI) for an amount of 7.5% per cent of the Accepted Contract Amount (excluding GST) and shall be in the same currencies as the accepted contract amount. The Validity of the e-PBG should be 90 days from the completion of the contract.</p>	Yes

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4	173	-	<p>PC Clause 56.5</p> <p>Payment shall be made on a Monthly basis based on obtained KPI marks (as per Clause III above), due payment after completion of each Month after making any recoveries etc. towards taxes, duties & non-performance (penalties) as described elsewhere in the Bid documents shall be made to the Service Provider. No payment to the Service Provider shall be released till the Service Provider submits the bills for the work done by him.</p>	<p>PC Clause 56.5 will be replaced as</p> <p>Payment shall be made on a Monthly basis based on obtained KPI marks (as per PC 54 above), due payment after completion of each Month after making any recoveries etc. towards taxes, duties & non-performance (penalties) as described elsewhere in the Bid documents shall be made to the Service Provider. No payment to the Service Provider shall be released till the Service Provider submits the bills for the work done by him.</p>	Yes
5	170	In point a) Minimum Monthly Payment is take-home salary, then even PF (Employee contribution) to be costed additionally. Please confirm.	<p>PC Clause 53 (b):</p> <p><i>The Above Salary per month includes DA, PF (Employee contribution) & All allowances, and excludes insurances, PF (Employer's Contribution), annual increments, annual bonuses, Uniform costs, PPE, etc., the excluded items will be the Service Provider's responsibility and shall be considered during costing. Proof of payment shall be submitted along with bills without payment proof bills will not be processed</i></p>	<p>PC Clause 53 (b):</p> <p><i>The Above Salary per month includes DA, & All allowances, and excludes insurances, Both PF (Employee's contribution & Employer's Contribution), annual increments, annual bonuses, Uniform costs, PPE, etc., the excluded items will be the Service Provider's responsibility and shall be considered during costing. Proof of payment shall be submitted along with bills without payment proof bills will not be processed</i></p>	Yes
6	165	Please confirm if BG can be accepted for Retention money and can be submitted with PBG.	<p>PC Clause 36: Retention Money</p> <p>The Employer shall retain 5% of each IPC as retention money and the limit of retention money will be 2.5% of the Accepted Contract Amount excluding GST</p>	<p>PC Clause 36: Retention Money, add the following at the end of PC36.</p> <p>To avoid the recovery of retention money of 5% in each bill until it reaches 2.5% of the accepted contract value, the successful bidder may submit 2.5% of the accepted contract value as a Bank Guarantee (as an additional BG). It should be submitted along with 7.5% of PBG</p>	Yes

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7	159 to 161	-	PC Clause 24: Procedure for Disputes Standing Grievance Redressal Committee (SGRC) If a dispute (of any kind whatsoever) arises between the Parties in connection with or arising out of the contract or the execution of the works, including any dispute as to any opinion, instruction, determination, certification or valuation of the Employer’s Representative, either party shall initially refer the same in writing to Standing Grievance Redressal Committee (hereinafter termed as SGRC). ‘Three numbers of Standing Grievance Redress Committees’ have been formed by the Employer to address such disputes raised by either Party. The Employer shall communicate one SGRC to resolve the dispute within 28 days from the date of commencement. The SGRC members shall comprise three members not below the rank of Additional General Manager, CMRL, but those who have not dealt with the subject contract or disputed matter. If any dispute is referred to the SGRC, consequent to disagreement to the determination of any claims by the Engineer, it will within a week of receipt of such request acknowledge and convene a meeting with both parties. The committee will go through the submitted documents, hear the parties and attempt at finding an amicable solution	PC 24 will be completely replaced as PC Clause 24: Conciliation and Arbitration: Conciliation There shall be a Conciliator well experienced in the 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. (i) Both parties will agree for nominating sole Conciliator from the list provided by CMRL, CMRL shall, within fifteen days from the date of receipt of notice, send a panel of 5 (Five) independent and neutral members who shall be professionals, experienced in the relevant field. The Contractor shall nominate one member from the List within fifteen days from the date of receipt of the List from CMRL (ii) Conciliation proceedings shall commence when the party submit a brief statement of the claims/disputes to the conciliator. (iii) The Conciliator shall be paid a fee of Rs.25,000/- per sitting plus Rs.3000/- towards local transport charges for each day of proceedings. An outstation member shall be reimbursed the air fare by economy class and hotel accommodation additionally. Applicable taxes, if any, shall be reimbursed as per actuals. The expenditure shall be shared equally by both the parties. (iv) The Conciliator shall hold sitting at a designated place in	Yes

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			<p>within 28 days of receipt of such reference by the SGRC. If any settlement is arrived at the Standing Grievance Redressal Committee the same shall be recorded in writing as a settlement agreement and be signed by the Service Provider, ER, Employer and all committee members. Such settlement shall be final and binding on the parties with regards to the disputes so resolved. If the Standing Grievance Redressal committee fails to settle all or part of the dispute within 28 days, the same shall be notified to the parties. Thereafter, it is left to the parties to refer the unresolved disputes to DAB. In such case, either Party may give notice in writing, with copies to the other party and the Employer's Representatives of its intention to refer such dispute to Dispute Adjudication Board, within 28 days of such notice by SGRC. Dispute Board (DB) (i) If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion, or valuation of the Engineer, either Party may refer the dispute in writing to the Dispute Board (DB) for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this sub-clause. (ii) The DB shall be appointed as and when the first request is raised, within 28 days of receipt of such request by the employer.</p>	<p>Chennai and complete the proceedings within 10 sittings in a period of 6 months. In case more sittings are required by the Conciliator, the same may be held with the consent of both parties. (v) 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. (vi) 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. (vii) 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, CMRL 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. (viii) In case of failure of the conciliation process, the Conciliator</p>	



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			<p>(iii) The Employer shall, within fifteen days from the date of receipt of such notice, send a list of 10 (ten) independent and neutral members who shall have overall experience of more than 25 years in the fields of Metro Railways, Railways in any discipline viz; civil construction (elevated/underground), Rolling stock, S&T, Traction and allied fields and should have worked on at least one project funded by MDBs or under Bilateral agreements. These names are obtained from those Organizations, for the purpose of nominating them as DB Members/Arbitrators, who are also not ex-employees or directly or indirectly associated with CMRL. (iv) In case of the Service Provider or the Lead Partner of the Service Provider (in the case of a Joint Venture or Consortium) being of Japanese origin CMRL will ask the successful bidders to propose a few names up to a maximum of twenty from Japan for DB Members/Arbitrator and all such names will be abridged and out of the same, ten names will be shortlisted by Engineer based on their qualifications, experience, etc. These shortlisted ten names will be added to the list of 20 members of DB Members / Arbitrators mentioned above. (v) The DB shall comprise One Sole member. The Service Provider shall choose any one member from such panel within fifteen days from the date of receipt of the panel to form the DB. (vi) The remuneration payable to the adjudicators shall be as prescribed in the Contract Data Sheet and shall be shared by both Parties equally. (vii) 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. (viii) If any</p>	<p>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. (ix) 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. Arbitration: The dispute so referred shall be settled by Arbitration and the parties agree on the following procedure for appointing the Arbitrator: (i) The dispute shall be referred to a Sole-Member Arbitral Tribunal. Such Sole- Member shall be nominated by the party seeking arbitration from the List of Arbitrators, maintained by CMRL, consisting of independent persons to be nominated as Arbitrators, who shall meet with the requirements relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub-section (1) (a), (b) and (5) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015. (ii) If the party seeking Arbitration is the Contractor, such proposal shall be addressed to CMRL and CMRL shall, within fifteen days from the date of receipt of such proposal, send the List of Arbitrators maintained by CMRL, referred in clause above, to the Contractor. The Contractor shall nominate Sole arbitrator from the List within fifteen days from the date of receipt of the List from CMRL. If the party seeking Arbitration is CMRL, it shall forward such proposal to the Contractor along with the panel maintained by the CMRL, The Contractor shall nominate Sole arbitrator from the List within</p>	

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			<p>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. (ix) The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Service Provider acting alone. (x) DB members shall be paid a fee of INR 20,000/- per sitting/site visit. Apart from the above, if the member is from outstation reasonable expenses towards travel by air in economy class, 3-star hotel accommodation, and a daily local conveyance allowance up to Rs.3,000/- shall be reimbursed per sitting/site visit against submission of original bills/vouchers. (xi) If either party is dissatisfied with the DB's decision, then the party, on or before 28 days of receipt of such decision, shall notify the other party of its dissatisfaction, and its intention to refer the dispute for Arbitration, failing which the decision of the DB shall be final and binding.</p>	<p>fifteen days from the date of receipt of the list. (iii) If the Contractor fails to nominate the arbitrator within the prescribed time limit, as mentioned above, after the expiry of the prescribed time limit, CMRL has the right to nominate the Arbitrator from the said List on behalf of the Contractor failing to nominate. (iv) 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 the manner aforesaid. (v) Subject to the 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. The fees for arbitrators shall be in line with the 4th Schedule of Arbitration and Conciliation Act, 1996 as amended from time to time. (vi) 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. The arbitration award shall be final and binding on the parties. (vii) Jurisdiction of Courts: The Courts at Chennai shall have exclusive jurisdiction in respect of all disputes between the parties arising out of this agreement.</p>	

CHIEF ADVISOR (O&M)