

“ Tender for Annual Maintenance Contract of AFC System installed at 33 stations of Gujrat Metro Rail Project Phase-1”						Addendum No: 1, Dated: 17-05-2022								
TENDER NOTIFICATION No: GMRC/AMC/AFC-System/PH-1/2022, Dt: 08/04/2022						TENDER No: GMRC/AMC/AFC-System/PH-1/2022								
Sr. No	Section/ Volume No	Page No.	Clause No / Appendix	Paragraph / Line	Clause Description (relevant portion) as existing in the Tender Documents	Clause Description (relevant portion) as amended now to be read as								
1	SOW	12 of 21	Appendix 3	Table of Notification	<p><b>1) Experience and Qualification:</b></p> <table border="1"> <thead> <tr> <th>Designation</th> <th>Minimum Qualification &amp; Experience</th> </tr> </thead> <tbody> <tr> <td>AFC Maintainer (Technician) Min 19 Nos</td> <td>ITI or Equivalent (Electronics Trade or Equivalent). Minimum Experience of 1 year in AFC/BRTS/Toll/Parking. Core AFC experience will be preferred.</td> </tr> </tbody> </table>	Designation	Minimum Qualification & Experience	AFC Maintainer (Technician) Min 19 Nos	ITI or Equivalent (Electronics Trade or Equivalent). Minimum Experience of 1 year in AFC/BRTS/Toll/Parking. Core AFC experience will be preferred.	<table border="1"> <thead> <tr> <th>Designation</th> <th>Minimum Qualification &amp; Experience</th> </tr> </thead> <tbody> <tr> <td>AFC Maintainer (Technician) Min 19 Nos</td> <td>ITI or Equivalent (Electronics Trade or Equivalent). Minimum Experience of 1 year trade related experience shall be required. AFC/BRTS/Toll/Parking experience is preferable.</td> </tr> </tbody> </table>	Designation	Minimum Qualification & Experience	AFC Maintainer (Technician) Min 19 Nos	ITI or Equivalent (Electronics Trade or Equivalent). Minimum Experience of 1 year trade related experience shall be required. AFC/BRTS/Toll/Parking experience is preferable.
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2	SOW	3 of 21	Clause 3	Line number “C”	c) AFC AMC contractor team shall travel at his own cost for all kind of maintenance activities at stations & depot.	c) GMRC shall allow travel by Metro to AMC maintenance staff between stations. However, this shall be for AMC activities only.								
3	ITT	15 of 69	C27	C27( a) & (b)	<p>(a) The payment will be made on a quarterly basis as per the accepted rates based on the activities carried out as in the Schedule of work.</p> <p>(b) Payment Procedure – Payment shall be made quarterly. Attendance of the staff (through Register) and details of deployment of machinery is maintained by contractor at depot on daily basis. These records shall be submitted by 25th of each month.</p>	<p>(a) The payment will be made on a <b>Monthly</b> basis as per the accepted rates based on the activities carried out as in the Schedule of work.</p> <p>(b) Payment Procedure – Payment shall be made <b>Monthly</b>. Attendance of the staff (through Register) and details of deployment of machinery is maintained by contractor at depot on daily basis. These records shall be submitted by 25th of each month.</p>								
4	ITT	12 of 69	C13.1	-	C13.1 The contractor shall provide tools /equipment as required to complete the work as per the schedule and within the completion period. The details of tools and equipment are mentioned in Appendix -2 of SOW and Annexure-5 of ITT	C13.1 Deleted								
5	ITT	15 of 69	Clause-C22	-	<p>Clause-C22 Professional Indemnity Insurance</p> <p>The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract and Clause 31 of SCC.</p>	<p>Clause-C22 Professional Indemnity Insurance</p> <p>The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract and Clause 32 of SCC.</p>								
6	NIT	6 of 15	1.1.3.1 V(C)	-	The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the on-going AMC Work awarded by GMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed AMC Works awarded by GMRC / any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than the values specified in clause 1.1.3.2 A(iii) of NIT executed either individually or in a JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in Appendix-19A of the Form of Tender. The tenderer (all members in case of JV/Consortium separately) may either submit satisfactory performance certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/ execution of work (ongoing works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant	The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the on-going AMC Work awarded by GMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed AMC Works awarded by GMRC / any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than the values specified in clause 1.1.3.2 A(iii) of NIT executed either individually or in a JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in Appendix-19A of the Form of Tender. The tenderer (all members in case of JV/Consortium separately) may either submit satisfactory performance certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/ execution of work (ongoing works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant								

				<p>to the tender conditions. In case of non-submission of either satisfactory performance certificate from client / employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Appendix - 19A. In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission for the ongoing works.</p>	<p>to the tender conditions. In case of non-submission of either satisfactory performance certificate from client / employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Appendix - 19A. In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission for the ongoing works. <b>In case the tender doesn't have any work falling in the above criteria, his performance will not be judged unsatisfactory</b></p>
7				<p><b>GCC Clause 8.5</b></p> <p>Time is the essence of the Contract. Appendix to the Form of Tender shall include in respect of the Works and in respect of any Stage, a percentage of the total contract value which will be recoverable from the Contractor as liquidated damages for delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of liquidated damages in respect of the Works in all stages shall, however, not exceed the limit of liquidated damages stated in the Appendix to the Form of Tender. The aforesaid liquidated damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors which sums shall be recoverable from the Contractor in addition to any liquidated damages payable under this clause, the total ceiling limit of which is <b>15%</b> of the contract value including liquidated damages levied under the provision of Appendix 1 to the Form of Tender.</p> <p>The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty.</p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due, to the Contractor. In the event of an extension of time being granted under Sub- Clause 8.3, the amount due under this Sub-Clause shall be recalculated accordingly, and any over - payment refunded. The payment or deduction of such damages shall relieve the Contractor from his obligations to complete the Works, or from another of his duties, obligations or responsibilities under the Contract.</p> <p>The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.</p> <p>At any time after the Employer has become entitled to liquidate damages, the Engineer may give notice to the Contractor under Sub-Clause 13.1, requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of liquidated damages, under this Sub-Clause and to terminate under Sub- Clause 13.2.</p> <p>The decision of the Engineer as to the compensation payable by the Contractor under this Clause shall be final and binding.</p>	<p><b>SCC New Clause :</b></p> <p>Time is the essence of the Contract. Appendix to the Form of Tender shall include in respect of the Works and in respect of any Stage, a percentage of the total contract value which will be recoverable from the Contractor as liquidated damages for delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of liquidated damages in respect of the Works in all stages shall, however, not exceed the limit of liquidated damages stated in the Appendix to the Form of Tender. The aforesaid liquidated damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors which sums shall be recoverable from the Contractor in addition to any liquidated damages payable under this clause, the total ceiling limit of which is <b>10%</b> of the contract value including liquidated damages levied under the provision of Appendix 1 to the Form of Tender.</p> <p>The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty.</p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due, to the Contractor. In the event of an extension of time being granted under Sub- Clause 8.3, the amount due under this Sub-Clause shall be recalculated accordingly, and any over - payment refunded. The payment or deduction of such damages shall relieve the Contractor from his obligations to complete the Works, or from another of his duties, obligations or responsibilities under the Contract.</p> <p>The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.</p> <p>At any time after the Employer has become entitled to liquidate damages, the Engineer may give notice to the Contractor under Sub-Clause 13.1, requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of liquidated damages, under this Sub-Clause and to terminate under Sub- Clause 13.2.</p> <p>The decision of the Engineer as to the compensation payable by the Contractor under this Clause shall be final and binding.</p>