

SUMMARY SHEET OF ADDENDUM NO. 2: CONTRACT LKCC:09

S.No	Existing Clause/ Pg No	Clause/Provision in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure / Pg. No
1	Vol-1 (NIT), Clause No. C 2.6(a) Pg-12 & 13	<p>a)Service Tax : As per Notification No 25/2012-Service Tax Act (dated 20.06.2012) under section 93(1) read with section 66(B) of the Finance Act, service by way of construction, erection, commissioning, or installation of original works pertaining to and Airport, port or railways, including monorail or metro are exempted from the whole of service tax liveable thereon. The bidders shall examine his own assessment in regard to service tax liability in the contract. No separate service tax reimbursement will be made by LMRC.</p>	<p>a) Service Tax</p> <ul style="list-style-type: none"> • In consequence to the withdrawal of exemption on construction, erection, commissioning or installation of original works pertaining to metro, every contractor has to discharge service tax liability. Contractor shall be reimbursed service tax liability amount resulting from withdrawal of service tax exemption granted to metros due to coming in force of notification no. 09/2016 dated 01.03.2016 on actual basis. For claiming reimbursement of service tax, contractor is required to submit tax invoice containing details as prescribed under the Service Tax Rules 1994 along with copy of challan (if paid in cash) / CENVAT adjustment (if adjusted through CENVAT) dully certified by Chartered Accountant. The said reimbursement shall be over and above the contracted price. For this purpose, the contractor will maintain proper records and will produce the same as and when required by the Employer (LMRC). The contractor shall discharge liability of service tax as per options available under Finance Act. 1994 read with Rules made there under. Further, Contractor shall also file service tax return and will submit the copy of the same to LMRC. Decision taken by LMRC in this regard shall be final and binding on the contractor. • In case the Government of India, restores the aforesaid exemption (i.e. construction, erection, commissioning or installation of original works pertaining to metro) no reimbursement of Service Tax shall be made to contractor and no claims after the date of restoring the exemption will be entertained by the Employer (LMRC) 	Annexure-1 Pg 12 R1 & 13 R1

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		<p>In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes, UPVAT/Labour cess, duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / Works Contract Tax etc. after considering clause C2.4, C2.5 & C2.6 above.</p>	<p>In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes, UPVAT/Labour cess, duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / Works Contract Tax etc. after considering clause C2.4, C2.5 & C2.6 above. The quoted price shall however exclude service tax which shall be separately reimbursable as per caluse 2.6 (a) above.</p>	
2	Vol-2, SCC Clause No. 11.1.1(a) Pg. 14	<p>The Contract Price Inclusion/Exclusion: (a) The contract price, subject to any adjustment thereto in accordance with the contract shall be all inclusive (including all taxes, duties, royalties etc.) including value Added tax (VAT) paid under Uttar Pradesh VAT act where work is done in Lucknow and Value Added Tax (VAT) paid under other State Govt. VAT act work is done in that state.</p>	<p>The Contract Price Inclusion/Exclusion: (a) The contracted price, subject to any adjustment there to in accordance with the contract shall be all inclusive (including all taxes, duties, royalties etc.) including value Added tax (VAT) paid under Uttar Pradesh VAT act where work is done in Lucknow and Value Added Tax (VAT) paid under other State Govt. VAT act work is done in that state. The contracted price shall however exclude service tax which shall be separately reimbursable as per clause C2.6 (a) of ITT.</p>	Annexure-2 Pg 14 R1

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3 A)	Vol-2, SCC Clause No. 11.1.3(v) Pg. 18	<p>Change in Taxes/Duty Refer: Clause 11.1.4 of GCC The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes ,, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract</p>	<p>Change in Taxes/Duty Refer: Clause 11.1.4 of GCC The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes (Except GST), duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract</p>	Annexure-3 Pg 17 R1 & 18 R1
B)	Vol-2 SCC Clause No. 11.1.4 Pg. No-18	<p>Changes in cost due to legislation: Clause 11.1.4 of GCC is replaced as under “Change in Law” means the occurrence or coming into force of the following, at any time after the date of submission of tender. (a) any new tax which is imposed after the due date of submission of tender (b) change in the rate of any existing tax. The Contract Price shall not be adjusted due to any of the above two conditions and its impact shall be considered covered in the price indices of various components and thus compensated in Price Variation Clause. Also, the Contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.</p>	<p>Changes in cost due to legislation: Clause 11.1.4 of GCC is read as under “Change in Law” means the occurrence or coming into force of the following, at any time after the date of submission of tender. (a) any new tax which is imposed after the due date of submission of tender (b) change in the rate of any existing tax. The Contract Price shall not be adjusted due to any of the above two conditions (except GST) and its impact shall be considered covered in the price indices of various components and thus compensated in Price Variation Clause. Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender. As and when GST becomes applicable to this contract the net differential (Positive or Negative) financial liability of the contractor to the relevant authorities (from date of applicability of GST as compared to such liability on the date of submission of bid), if any, shall be to the account of LMRC.</p>	

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			<p>For this purpose, the contractor shall, after exploring the available options under the GST, submit details (along with supporting documents) of net differential financial liability incurred by him duly certified by Chartered Accountant. While submitting the details of net differential financial liability, the contractor shall inter alia take into consideration the effect of implementation of GST on applicable Price Variation Indices (as provided in special conditions of Contract), clause 2.6 of ITT related to applicability of Service Tax on Metro Project and quantities/ Cost of Various Items under the contract as per approved drawings/BOQ.LMRC shall, scrutinize the details submitted by the Contractor may request the contractor for submitting additional supporting details/documents in this regard. The contractor shall submit such additional supporting details/documents on demand. LMRC shall, after scrutinizing the submitted details/documents, communicate its decision on payment/recovery of net differential financial liability (On account of applicability GST) to the contractor. Decision taken by LMRC in this regard shall be final and on the contractor.</p> <p>Change in the tax structure of GST if it is on higher side will not be reimbursed to the contractor for the extended period if it is on the fault of contractor.</p>	Annexure-3 Pg 17 R1 & 18 R1
4	Vol-3 Clause No. 2.1 (iii) of Employer's Requirement/ Section B/Functional, Page No-13 & 14	<p>Brief Scope of Work:</p> <p>Also the scope of works include relocation and dismantling of existing 42 Staff Quarters of Jail department (Type-V-I nos; Type-IV-I nos; Type-III-6 nos; Type-II-34 nos;) to the adjoining premises of Jail Department.</p>	<p>Also the scope of works include relocation and dismantling of existing 42 Staff Quarters of Jail department (Type-V-I nos; Type-IV-I nos; Type-III-6 nos; Type-II-34 nos;) to the adjoining premises of Jail Department. Dismantling will be payable to the contractor as per relevant BOQ items, however the reserved value of building after dismantling included in revised BOQ will be recovered from the contractor.</p>	Annexure-4 Pg 13 R1 & 14 R1

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5	Vol-6 Item no. 11 of BOQ Page No-7/DSR Item no 2.28	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15cm deep and disposal of rubbish, lead upto 50m and lift upto 1.5m.	The quantity should be read as 11248 Sqm while the rate is for 100/Sqm as per revised BOQ	Refer Vol-6 (Revised BOQ)
6	Vol-6 Item no. 19 of BOQ Page No-8/DSR Item no 4.20	DSR Item 4.20: Providing and laying in position ready mixed plain cement concrete, with cement content as per approved design mix and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for plain cement concrete work, including pumping of R.M.C. from transit mixer to site of laying and curing, excluding the cost of centering, shuttering and finishing, including cost of curing, admixtures in recommended proportions as per IS 9103 to accelerate / retard setting of concrete, improve workability without imparting strength and durability as per direction of the Engineer-in-charge. Note: 1) Excess / less cement used than specified in this item is payable / recoverable separately. 2) Difference in cost of using Batch Mix Concrete instead of Ready Mix Concrete to be recovered in NDSR Item No. 6.4	DSR Item 4.20: Providing and laying in position ready mixed plain cement concrete, with cement content as per approved design mix and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for plain cement concrete work, including pumping of R.M.C. from transit mixer to site of laying and curing, excluding the cost of centering, shuttering and finishing, including cost of curing, admixtures in recommended proportions as per IS 9103 to accelerate / retard setting of concrete, improve workability without imparting strength and durability as per direction of the Engineer-in-charge. Note: 1) Excess / less cement used than specified in this item is payable / recoverable separately.	Refer Vol-6 (Revised BOQ)
7	Vol-6 item no. 24 & 25 of BOQ Page No-10/DSR Item no 5.22 & 5.22A	Steel Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Above Plinth Level. Up to Plinth Level.	DSR Item No.5.22: (1) Steel Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Upto Plinth Level. DSR Item No.5.22A (2) Steel Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Above Plinth Level	Refer Vol-6 (Revised BOQ)

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8	Vol-6 Item no 136 of BOQ Page No-27 & 28/DSR Item 12.45	<p>Providing and fixing false Ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with :</p> <p>Fully Perforated Gypsum Plaster Board of size 1200 x 2400x12.5 mm having approx. 15 % perforated area with perforation size and pattern as approved by the Engineer-in-charge and as per manufacturer's specification, with all 4 side tapered and backed by acoustical tissue with NRC value not less than 0.60</p>	<p>Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with</p> <p>Fully Perforated Gypsum Plaster Board of size 1200 x 2400x12.5 mm having approx. 15 % perforated area with perforation size and pattern as approved by the Engineer-in-charge and as per manufacturer's specification, with all 4 side tapered and backed by acoustical tissue with NRC value not less than 0.60.</p>	Refer Vol-6 (Revised BOQ)

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9	Total amount not match in Civil subheads, Drainage.	As per summary	Revised BOQ is being issued and bidder has to submit offer as per REVISED BOQ.	Refer Vol-6 (Revised BOQ)

- (i) Extent of participation by each member of the consortium in terms of percentage of the value of the proposed Contract.

Member	% of participation
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A

B

C

- (ii) The tenderer should supply the following information, separately for each member of the consortium.

- (a) Maximum value of Civil Engineering construction works executed in any one year during the last 7 years (in Rs. equivalent).

- (b) Value of the commitments and on-going works, on an yearly basis, pertaining to Civil Engineering construction, to be completed during the next 30 months from the first date of the month of the tender submission.

Both (a) and (b) should be updated to price level of 31.01.16 assuming 2% inflation on foreign currency and 5% on Indian currency. For conversion of foreign currency, please refer clause E5.3 of ITT.

- C2.4 The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour cess, octroi, and other levies payable to various authorities. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same periodically. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor. With the tender submission, the tenderer shall submit the proof of UPVAT registration or shall submit an undertaking that he will get registered with UPVAT authorities in case of award of LOA to them.

C2.5 **Tenderers shall quote all prices** as per Clause 11.1.1 of GCC and clause 17 of S.C.C.

C 2.6 The tenderers must note the following:

a) Service Tax :

~~As per Notification No 25/2012 Service Tax Act (dated 20.06.2012) under section 93(1) read with section 66(B) of the Finance Act, service by way of construction, erection, commissioning, or installation of original works pertaining to and Airport, port or railways, including monorail or metro are exempted from the whole of service tax liveable thereon. The bidders shall examine his own assessment in regard to service tax liability in the contract. No separate service tax reimbursement will be made by LMRC.~~

In consequence to the withdrawal of exemption on construction, erection, commissioning or installation of original works pertaining to metro, every contractor has to discharge service tax liability. Contractor shall be reimbursed service tax liability amount resulting from withdrawal of service tax exemption granted to metros due to coming in force of notification no. 09/2016 dated 01.03.2016 on actual basis. For claiming reimbursement of service tax, contractor is required to submit tax invoice containing details as prescribed under the Service Tax Rules 1994 along with copy of challan (if paid in cash) / CENVAT adjustment (if adjusted through CENVAT) dully certified by Chartered Accountant. The said reimbursement shall be over and above the contracted price. For this purpose, the contractor will maintain proper records and will produce the same as and when required by the Employer (LMRC). The contractor shall discharge liability of service tax as per options available under Finance Act. 1994 read with Rules made there under. Further, Contractor shall also file service tax return and will submit the copy of the same to LMRC. Decision taken by LMRC in this regard shall be final and binding on the contractor.

• In case the Government of India, restores the aforesaid exemption (i.e. construction, erection, commissioning or installation of original works pertaining to metro) no reimbursement of Service Tax shall be made to contractor and no claims after the date of restoring the exemption will be entertained by the Employer (LMRC)

- b)** LMRC project is covered under Project Import chapter 98.01 of Custom Tariff Act according to which only concessional custom duty is payable. The tenderer should avail this benefit.

As regards registration under Project Import, after the award of the contract, LMRC at the written request of a contractor shall facilitate the contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development for getting themselves registered for availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the contractor. The coordinating HOD for the said purpose in LMRC is CPM -2.

c) Change in Taxes/Duty :

The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty or levy till the completion date including the date of extended period of contract please refer clause 11 of SCC.

d) UPVAT is included in the contract price. The contractor shall maintain details of UPVAT paid to 'Trade and Taxes' department and submit: -

(h) Certificate of the Chartered Accountant in regard to turnover of the contractor relating to LMRC project.

(ii) UPVAT Form-16 of the contractor for the relevant period / periods along with detailed statement in Form UPVAT-20 & copy of Challans in regard to deposit of tax.

e) No documents with regard to Custom and Excise duty will be required to be submitted.

In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes, UPVAT/Labour cess, duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / Works Contract Tax etc. after considering clause C2.4, C2.5 & C2.6 above. The quoted price shall however exclude service tax which shall be separately reimbursable as per clause 2.6 (a) above.

C3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a person who is duly authorised by each member or participant thereof or by authorized signatory of each member. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

C4 Outline Quality Plan

The Tenderer shall submit **Appendix-3** of FOT to form part of his Tender an Outline Quality Plan illustrating the intended means of compliance with **Appendix 6** of the Employer's Requirements (Volume 3) and setting out in summary form an adequate basis for the development of the more detailed document required under Clause 20 of the SCC. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

C5 Outline Safety, Health and Environment Plan

C5.1 The Tenderer shall submit **Appendix-4** of Form of Tender to form part of its Tender an Outline Safety, Health and Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety, health & environment procedures. The Outline Safety, Health and Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Clause 6 of the Employer's Requirements-Construction (Volume 3) and Clause 13 & 14 of the SCC.

C5.2 The Outline Safety, Health and Environment Plan shall be headed with a formal statement of policy in relation to safety, health & environment and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Site Safety, Health and Environment Plan to be submitted in accordance with Clause 13 & 14 of the SCC.

C5.3 The Tenderer may be requested to amplify, explain or develop his Outline Safety, Health and Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a plan.

22. **Clause 9.1 Taking Over Certificate**

Following is added in the last of Clause 9.1 of GCC

If some part of work is not completed along with rest of the works in the contract and the Employer agreed for such splitting of work in writing, the Taking Over Certificate can be issued for that part of work which has been completed and accepted by the Employer. However such splitting of work for issue of taking Over Certificate is sole discretion of the Employer and the contractor have no right what so ever

23. **Clause 10.1 Defect liability period**

Following is added to Clause 10.1 of GCC.

The Defect liability period (DLP) shall be 52 weeks. If Taking over Certificate is issued in parts, the defect liability period for different parts of works shall start from the date of issue of Taking Over Certificate for that part of work.

Work by persons other than the Contractor.

If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Engineer, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Engineer may authorise the carrying out of such remedial or other work by a person other than the Contractor. If the remedial or other work so authorised by the Engineer is work, which, in the Engineer's opinion, the Contractor was liable to do under the defect liability period Contract, all expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor, provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

24. **Clause 11.1.1 The Contract Price Inclusion/Exclusion**

Sub Clause 11.1.1 (i) of GCC is replaced as under:

(a) The contracted price, subject to any adjustment there to in accordance with the contract shall be all inclusive (including all taxes, duties, royalties etc.) including value Added tax (VAT) paid under Uttar Pradesh VAT act where work is done in Lucknow and Value Added Tax (VAT) paid under other State Govt. VAT act work is done in that state. The contracted price shall however exclude service tax which shall be separately reimbursable as per clause C2.6 (a) of ITT.

(b) The contract price shall be quoted in Indian Rupees only.

c) Taxes and duties paid to the sub-vendors shall not be paid separately and therefore are to be included in the price.

(d) Tenderers shall submit an undertaking that neither they nor their sub-contractors / sub-vendors shall avail the deemed export benefit as the same shall be availed directly by LMRC and retained.

Period of Work under consideration will mean as under:

- i. In the case of first "On-account Bill" the period from the month of tender submission to the month of measurement of the first bill.
- ii. In the case of second and subsequent "On-account" and Final bills, the Period from the month of measurement for previous bill to the month of measurement of that bill.

Note: Responsibility of arranging the RBI Bulletins and price index issued by CPWD desired by the Employer or the Engineer shall rest with the Contractor.

Procedure in case of Delay in Availability of Final RBI Indices

Where the final Price Indices are not available in the Reserve Bank of India Bulletins or by CPWD, while making payment towards on-account bills, payment towards Price Variation will be made on provisional basis based on the indices available, to be adjusted in subsequent bills as and when the final Indices figures become available.

(ii) Price Variation for Extra Items

In case the rate of extra item is fixed as per Clause 12.5 (g) of GCC, price variation shall not be paid. The price variation on extra item shall be payable only when rate of such item is based on Last Accepted Rate of same item in some other contract. In such a case the rate of item shall be escalated using the price variation formula from the base month of the Last Accepted Rate and the current month in which the item is actually executed.

(iii) Adjustment on Account of Price Variation

Adjustment on account of Price Variations may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case the amount of Price Variation shall be recovered from the Contractor). Adjustment on account of Price Variation shall be calculated separately, for each period, between two successive dates of measurements for bills and paid along with each bill or separately as claimed by the contractor.

(iv) Price Variation during Extended Period of Completion

The price adjustment as worked out above i.e. either increase or decrease will be applicable up to the stipulated date of completion of the work including the extended period of completion where such extension has been granted under Sub-Clause 8.4.1 of GCC or it is specifically mentioned that extension is with price variation also.. However, where extension has been granted under Sub-Clause 8.4.3 of GCC, price adjustment will be due as follows:

In case the indices increase above the indices applicable to a bill made on the last date of original completion period or the extended period under Sub-Clauses 8.4.1 of GCC, the price adjustment for the period of extension under Sub-Clause 8.4.3 of GCC will be limited to the amount payable as per the indices applicable to a bill made on the last date of the original completion period or the extended period under Sub-Clauses 8.4.1 of GCC as the case may be.

In case the indices fall below the indices applicable to a bill made on the last date of the original or extended period of completion, then the lower indices will be adopted for Price Adjustment for the period of extension under Clause 8.4 of GCC unless the extension has been granted due to Contractor's fault.

(v) Change in Taxes/Duty

Refer: Clause 11.1.4 of GCC

The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes (Except GST), duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract

26. Clause 11.1.4 Changes in cost due to legislation:

Clause 11.1.4 of GCC is replaced as under

“Change in Law” means the occurrence or coming into force of the following, at any time after the date of submission of tender.

- (a) any new tax which is imposed after the due date of submission of tender
- (b) change in the rate of any existing tax.

~~The Contract Price shall not be adjusted due to any of the above two conditions and its impact shall be considered covered in the price indices of various components and thus compensated in Price Variation Clause. Also, the Contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.~~

The Contract Price shall not be adjusted due to any of the above two conditions (except GST) and its impact shall be considered covered in the price indices of various components and thus compensated in Price Variation Clause. Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender. As and when GST becomes applicable to this contract the net differential (Positive or Negative) financial liability of the contractor to the relevant authorities (from date of applicability of GST as compared to such liability on the date of submission of bid), if any, shall be to the account of LMRC. For this purpose, the contractor shall, after exploring the available options under the GST, submit details (along with supporting documents) of net differential financial liability incurred by him duly certified by Chartered Accountant. While submitting the details of net differential financial liability, the contractor shall inter alia take into consideration the effect of implementation of GST on applicable Price Variation Indices (as provided in special conditions of Contract), clause 2.6 of ITT related to applicability of Service Tax on Metro Project and quantities/ Cost of Various Items under the contract as per approved drawings/BOQ.

LMRC shall, scrutinize the details submitted by the Contractor may request the contractor for submitting additional supporting details/documents in this regard. The contractor shall submit such additional supporting details/documents on demand.

LMRC shall, after scrutinizing the submitted details/documents, communicate its decision on payment/recovery of net differential financial liability (On account of applicability GST) to the contractor. Decision taken by LMRC in this regard shall be final and on the contractor.

Change in the tax structure of GST if it is on higher side will not be reimbursed to the contractor for the extended period if it is on the fault of contractor.

27 Clause 11.2.1 Mobilisation Advance

Payment shall be paid in two equal instalments and second instalment shall be paid on production of effective and proper utilization of the first instalment.

28 Clause 11.2.2 Advance against Plant & Machinery

This advance is payable for plant, equipment and machinery, provided the same have reached the site, or in the case of new items meant specifically for the works, firm purchase order has been placed and the invoices received. The plant and machinery shall be valued by the Engineer as follows:

- a. New items: 80% of purchase price
- b. Used items in working order: 80% of the depreciated value as assessed by the Engineer
- c. Items valued at less than: Not to be considered Rs. 25,000 per unit.

The total advance for Plant and Machinery shall be limited to 5% of the total Contract Value of BOQ/Price document and shall be paid against 12 acceptable Bank Guarantees of equal amount from a Schedule Commercial Bank in India.

EMPLOYER'S REQUIREMENTS - FUNCTIONAL

1. OBJECTIVE

The objective of the contract is the construction completion, testing and commissioning of the permanent works by the Contractor (including without limitation, construction and removal of the Temporary Works) and the rectification of defects appearing in Permanent Works in the manner and to the standards and within the time stipulated by the Contract. In full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Works.

General

- 1.1 The performance of the Permanent Works shall comply with the specific core requirements contained in these Employer's Requirements -Functional.
- 1.2 The Permanent Works shall be constructed to the highest standards available using proven up-to-date good Engineering practices. The Specification shall in any case not specify standards which, in the Engineer's opinion, are less than or inferior to those described in the Technical Specifications contained in the Tender Documents. Construction shall be carried out employing the procedures established by the Contractor in his Quality, Safety Health and Environmental management plans.
- 1.3 The Contractor shall be responsible for obtaining all necessary approvals from the relevant Public/Government/Local/Statutory or any agencies in the design and construction of the works.

2 SCOPE OF WORKS

Construction of Multi-Storied Officers Colony of Lucknow Metro Rail Corporation including Structural, Architectural, Plumbing, Drainage, External Development, Electrical, Mechanical, VAC, Firefighting & Fire Detection works etc. near Ikchhupuri Crossing, VIP Road, Lucknow

2.1 Brief Scope

The multi-storeyed officer's colony at Lucknow is proposed at a trapezoidal land measuring 17000.00 sq.mt area (approximately) with major roads abutting its East and South direction. The land, originally belonging to Jail Department has been provided to LMRC by State Government for developing officer's colony. Presently the proposed site has a total of 42 houses which are to be relocated and constructed in the vicinity of the site within the land belonging to Jail Department. The construction of which shall also be taken up in this contract.

The proposed site of officer's colony for LMRC shall have mainly six components are as follows:

- | | |
|---|----------|
| 1) MD's Residence (G+1 Floor), | 1 -Unit |
| 2) The Director's Residences (G+1 Floor), | 4 -Units |
| 3) HOD Residences (Stilt + 8 floors), | 16-Units |
| 4) Dy.HOD Residence (Stilt + 8 floors), | 32-Units |
| 5) XEN/AEN Residences (Stilt +9 floors) | 72-Units |

TOTAL NO. OF UNITS = 125 UNITS

- 6) A Community Centre cum Guest House building 1-Unit (Basement+Ground+2 floors)

Also the scope of works include relocation and dismantling of existing 42 Staff Quarters of Jail department (Type-V-I nos; Type-IV-I nos; Type-III-6 nos; Type-II-34 nos;) to the adjoining premises of Jail Department and dismantling will be payable to the contractor as per relevant BOQ items, however the reserved value of building after dismantling included in revised BOQ will be recovered from the contractor.

3. WORK CONTENTS

3.1 Scope of Structural Works

The scope of works shall, inter-alia, include the following but not be limited to:

- i) Site clearance and dismantling of obstructions, if any, before commencement of work as specified or as directed.
- ii) True and proper setting out and layout of the Works, bench marks and provision of all necessary labour, instruments and appliances in connection therewith as specified or as directed.
- iii) Provision of Pile foundation/open foundation/ raft slab/strip footing /slab for different structures i.e. Multi-stories building's, Pump room & Underground Water Tanks, LT & Transformer room, Community Centre, Time and Security Office, etc. up to the minimum founding depths in accordance with the actual soil parameters as obtained from detailed sub-surface exploration as specified or directed. Construction methodology is required to be submitted by the tenderer and approved by LMRC before carrying out the works. Adequate arrangements will have to be made by the contractor to stabilize the edge of excavated earth for raft/ open foundation. All disposable excavated material shall be collected and transported for disposal in specified area or at any other land fill sites approved by relevant authorities.
- iv) Provision of Initial & routine load tests of Raft/Pile foundation.
- v) Provision of column, floor beams and slabs, lintels, chajjas, staircases, coping, fascia's, drops, mullions, cornices, overhead & retaining structures etc. as specified or as directed.
- vi) Staircases in steel/ concrete as per details shown in tender drawings and as directed by the Engineer.
- vii) Lift shafts and escalators pits including related other fixtures like lifting beam , lifting hook , intermediate support / drainage etc as per requirement of respective system contractors.
- viii) Water proof expansion joints wherever required as per the drawings & specifications.
- ix) Providing cutouts, openings etc. required for various services and systems as per co-ordination with LMRC and other system contractors.
- x) Drainage arrangements of Staff Quarters & other structures including laying of pipes, construction of manhole, sump etc.
- xi) Masonary works (Block work / Brick work), lintel, ties, etc. at various levels in the structure
- xii) Foundations for the system equipments etc. as per co-ordination with various service providers and system contractors engaged by LMRC.
- xiii) Septic tank - soak pit / sewer connection of all toilets with municipal system or STP provided in Colony.
- xiv) Earthing arrangement for Staff Quarter buildings & other structures as per requirement of system contractors.
- xv) Plinth protection work.
- xvi) Clearing of site and handing over of all the Works, as specified or as directed;

Reply of the Queries raised during Pre-Bid meeting held at 15:00 Hrs on 18.03.2016

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SI. No.	Clause No./Page No.	Clause/Provision in Existing Tender Document	Bidders Query	LMRC's Reply
1	Clause No.1.1.2 of Vol-1 (NIT) Page No-1	Stipulated period of completion 30 months	The stipulated period of completion as per NIT is 30 months. It is proposed to incorporate bonus/incentive clause for early completion of work as per the stipulated period in the intrest of work. Kindly refer clause 2A of GCC of CPWD contract.	As per terms & conditions of Tender Document.
2	Clause No.1.1.3.2 A of Vol-1 (NIT) Page No-2	A. Work Experience: The tenderers will be qualified only if they have completed work(s) during last seven years ending 31.01.2016 as given below:	Since the Bids are to be submitted in the month of April, 2016, the minimum eligibility criteria in respect of work experienced shall be ending 31.03.2016 instead of 31.01.2016.	As per terms & conditions of Tender Document.
3 (A)	Clause No. C 2.6 (a) of Vol-1 (NIT) Page No-12	a) Service Tax : As per Notification No 25/2012-Service Tax Act (dated 20.06.2012) under section 93(1) read with section 66(B) of the Finance Act, service by way of construction, erection, commissioning, or installation of original works pertaining to and Airport, port or railways, including monorail or metro are exempted from the whole of service tax liveable thereon. The bidders shall examine his own assessment in regard to service tax liability in the contract. No separate service tax reimbursement will be made by LMRC.	* Service tax is exempted in this project hence we have Considered that our rates are exclusive of service tax, swachh bharat tax. Any variation in the rate due to change in VAT, Service tax,custom duties etc or any imposition of New Taxes/change of existing taxes shall be reimburse by Owner. * Service tax is now applicable on Metro works also with effect from 01.03.2016.	a) Service Tax In consequence to the withdrawal of exemption on construction, erection, commissioning or installation of original works pertaining to metro, every contractor has to discharge service tax liability. Contractor shall be reimbursed service tax liability amount resulting from withdrawal of service tax exemption granted to metros due to coming in force of notification no. 09/2016 dated 01.03.2016 on actual basis. For claiming reimbursement of service tax, contractor is required to submit tax invoice containing details as prescribed under the Service Tax Rules 1994 along with copy of challan (if paid in cash) / CENVAT adjustment (if adjusted through CENVAT) duly certified by Chartered Accountant. The said reimbursement shall be over and above the contracted price. For this purpose, the contractor will maintain proper records and will produce the same as and when required by the Employer (LMRC). The contractor shall discharge liability of service tax as per options available under Finance Act. 1994 read with Rules made there under. Further, Contractor shall also file service tax return and will submit the copy of the same to LMRC. Decision taken by LMRC in this regard shall be final and binding on the contractor. * In case the Government of India, restores the aforesaid exemption (i.e. construction, erection, commissioning or installation of original works pertaining to metro) no reimbursement of Service Tax shall be made to contractor and no claims after the date of restoring the exemption will be entertained by the Employer (LMRC)
(B)	S.No. 24. Clause No. 11.1.1 (a) of SCC Vol-2 Page No-14	The Contract Price Inclusion/Exclusion: (a) The contract price, subject to any adjustment thereto in accordance with the contract shall be all inclusive (including all taxes, duties, royalties etc.) including value Added tax (VAT) paid under Uttar Pradesh VAT act where work is done in Lucknow and Value Added Tax (VAT) paid under other State Govt. VAT act work is done in that state.	In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes, UPVAT/Labour cess, duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / Works Contract Tax etc. after considering clause C2.4, C2.5 & C2.6 above.	In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes, UPVAT/Labour cess, duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / Works Contract Tax etc. after considering clause C2.4, C2.5 & C2.6 above. The quoted price shall however exclude service tax which shall be separately reimbursable as per caluse 2.6 (a) above.
		The Contract Price Inclusion/Exclusion: (a) The contract price, subject to any adjustment there to in accordance with the contract shall be all inclusive (including all taxes, duties, royalties etc.) including value Added tax (VAT) paid under Uttar Pradesh VAT act where work is done in Lucknow and Value Added Tax (VAT) paid under other State Govt. VAT act work is done in that state.		The Contract Price Inclusion/Exclusion: (a) The contracted price, subject to any adjustment there to in accordance with the contract shall be all inclusive (including all taxes, duties, royalties etc.) including value Added tax (VAT) paid under Uttar Pradesh VAT act where work is done in Lucknow and Value Added Tax (VAT) paid under other State Govt. VAT act work is done in that state. The contracted price shall however exclude service tax which shall be separately reimbursable as per clause C2.6 (a) of ITT.

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SI. No.	Clause No./Page No.	Clause/Provision in Existing Tender Document	Bidders Query	LMRC's Reply
4 (A)	S.No. 25 of SCC Vol-2 Page No-18 Clause No. 11.1.3 (v)	Change in Taxes/Duty Refer: Clause 11.1.4 of GCC The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes ,, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract	• Bidder request to allow increase in taxes & duites/ imposition of new tax.	Change in Taxes/Duty Refer: Clause 11.1.4 of GCC The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes (Except GST), duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract
(B)	S.No. 26 of SCC Vol-2 Clause No. 11.1.4	Changes in cost due to legislation: Clause 11.1.4 of GCC is replaced as under "Change in Law" means the occurrence or coming into force of the following, at any time after the date of submission of tender. (a) any new tax which is imposed after the due date of submission of tender (b) change in the rate of any existing tax. The Contract Price shall not be adjusted due to any of the above two conditions and its impact shall be considered covered in the price indices of various components and thus compensated in Price Variation Clause. Also, the Contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.	•The central Government is vigorously pursuing to switch over to unified GST system instead of different state taxation system,it is proposed to consider the provision of reimbursement of additional tax burden on agency,if any,on account in change in law due to enactment of new legislation, if implemented, if implemented during the execution of the said work.	Changes in cost due to legislation: Clause 11.1.4 of GCC is read as under "Change in Law" means the occurrence or coming into force of the following, at any time after the date of submission of tender. (a) any new tax which is imposed after the due date of submission of tender (b) change in the rate of any existing tax. The Contract Price shall not be adjusted due to any of the above two conditions (except GST) and its impact shall be considered covered in the price indices of various components and thus compensated in Price Variation Clause. Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender. As and when GST becomes applicable to this contract the net differential (Positive or Negative) financial liability of the contractor to the relevant authorities (from date of applicability of GST as compared to such liability on the date of submission of bid), if any, shall be to the account of LMRC. For this purpose, the contractor shall, after exploring the available options under the GST, submit details (along with supporting documents) of net differential financial liability incurred by him duly certified by Chartered Accountant. While submitting the details of net differential financial liability, the contractor shall inter alia take into consideration the effect of implementation of GST on applicable Price Variation Indices (as provided in special conditions of Contract), clause 2.6 of ITT related to applicability of Service Tax on Metro Project and quantities/ Cost of Various Items under the contract as per approved drawings/BOQ. LMRC shall, scrutinize the details submitted by the Contractor may request the contractor for submitting additional supporting details/documents in this regard. The contractor shall submit such additional supporting details/documents on demand. LMRC shall, after scrutinizing the submitted details/documents, communicate its decision on payment/recovery of net differential financial liability (On account of applicability GST) to the contractor. Decision taken by LMRC in this regard shall be final and on the contractor. Change in the tax structure of GST if it is on higher side will not be reimbursed to the contractor for the extended period if it is on the fault of contractor.
5	Page No-18	Clause 11.1.4 of GCC is replaced as under	• Corporate guarantee will be provided in lieu of PBG. • The performance security as per tender shall be valid upto 6 months beyond defect liability period. This is quite harsh & unwanted, and would increase the burden of cost on LMRC; performance security should have been valid till defect liability period. Rather half of PG i.e. 5% may be released after successful completion of work.	As per terms & conditions of Tender Document.
6	Clause No 11.2.1 of GCC Vol-2 Page No 53 & S.No. 27-Caluse No. 11.2.1 of SCC Volume-2 Page-18	"Change in Law" means the occurrence or coming into force of the following, at any time after the date of submission of tender.	• We request you to 10% of the contract value mobilization advance shall be released alongwith the work order against Bank Guarantee of equivalent value & Bank Guarantee shall be released to us time to time as per the recovery of mobilization advance. (On a minimum amount of Rs. 50 lacs) • The provision of one time reduction in B.G may be modified to simultaneously release of the Bank Guarantee to the extent of the recovery made from the respective RA Bills, as this leads to negative flow of the finance of the agency due to recovery of advance as well as with holding of B.G. amount on account of the said recovery. • Bidder request to owner to provide a interest free Mobilisation advance 10% of original contract value.	As per terms & conditions of Tender Document.

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SI. No.	Clause No./Page No.	Clause/Provision in Existing Tender Document	Bidders Query	LMRC's Reply
7	Clause No 8.5 of GCC Vol-2 Page No 46	(a) any new tax which is imposed after the due date of submission of tender	<p>We request yo to consider 0.5% of total contract value per week subjected to maximum of 5% of the contract value.</p> <ul style="list-style-type: none"> Bidder request to owner to allow the maximum limit of LD is upto 5% of contract value instead of 10%. 	As per terms & conditions of Tender Document.
8	Clause No. 11.1.3 of SCC Vol-2 Page No-15	(b) change in the rate of any existing tax.	<p>This is regarding the price variation clause at 11.1.3 page 15 of special condition of contract- as per the same, the price variation for steel and cement is payable on the basis of prescribed cost coefficient mentioned as q & r prescribed as 0.25 & 0.15 respectively. It is submitted that the price variation for steel & Cement should be payable for the actual quantity brought at site irrespective of its coefficient to total cost and the coefficient for balance construction material may be specified. Since period and later period of project, the contractor is likely to be suffer/ gain on account of escalation clause even when the cement & steel are not actually consumed at site. The points raised above is as per clause 10 CC of general conditions of contractr agreement adopted in CPWD, which is very fair & transparent to accomodate the price changes.</p> <ul style="list-style-type: none"> Price variation should also be applicable on an extra item/new rates not originally included. The labour escalation should be payable on the basis of the wage rate rather than labour index. 	As per terms & conditions of tender documents.
9	Clause No. 7.5 of GCC Vol-2 Page No-40	The Contract Price shall not be adjusted due to any of the above two conditions and its impact shall be considered covered in the price indices of various components and thus compensated in Price Variation Clause. Also, the Contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.	The expenditure made by the agency in respect of the testing charges shall be reimbursed provided to the samples fulfills the minimum standard requirements.This procedure is being followed in CPWD agreements and is proposed accordingly.	As per terms & conditions of Tender Document.
10	Clause No. 11.1 (ii) of Employer's Requirement/ Section B/Functional Vol-3 Page No-23	Contractor's Site Accommodation The contractor shall provide and maintain its own site accommodation at locations consented to by the Engineer. Offices, sheds, stores, mess rooms, garages, workshop, latrines and other accommodation on the site shall be maintained in a clean, stable and secure condition. Living accommodation shall not be provided on the site. The contractor shall comply with the requirements of Appendix 8	· Considered with space for site office, store, plants & equipment's staff, & labour accommodation etc. provided by client free of cost at site.	As per terms & conditions of Tender Document.

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SI. No.	Clause No./Page No.	Clause/Provision in Existing Tender Document	Bidders Query	LMRC's Reply
11	Clause No. 11.1 (iii) of Employer's Requirement/ Section B/Functional, Vol-3 Page No-23	Site Office for Employer's Representatives: The Contractor shall provide a fully furnished office of minimum 30 sqm area inclusive of all services i.e. electricity, water supply, sewerage etc. for the Engineering staff and representatives of Employer posted at site at a location consented to by the Engineer-in-charge. The Office should have an attached toilet and a office boy to cater to the staff of the Employer.	We have considered only office alongwith water, electricity & and one office boy in our offer. If require furnitures, fitting and fixtures (phones, TV and AC Unit) and running & maintance of the office and vechle etc. shall be payable extra.	The Contractor shall provide fully furnished office. It shall include required furniture, fittings and fixture (Phone, TV and AC unit) including running and maintenance of office and vehicle including Office Boy to cater to the Staff of the employer.
12	Clause No. 2.1 (iii) of Employer's Requirement/ Section B/Functional, Vol-3 Page No-13	Brief Scope of Work: Also the scope of works include relocation and dismantling of existing 42 Staff Quarters of Jail department (Type-V-1 nos; Type-IV-1 nos; Type-III-6 nos; Type-II-34 nos;) to the adjoining premises of Jail Department.	We have considered our rates inclusive of dismantling of existing structures subject to all materials property of contractor.	Dismantling will be payable to the contractor as per relevent BOQ items, however the reserved value of building after dismantling included in revised BOQ will be recovered from the contractor.
13	Clause No. 9 (iii) of Employer's Requirement/ Section B/Functional, Vol-3 Page No-22	Utilities: The utilities are to be diverted with proper liasioning and approval of the utility owning agencies. The utilities which are not be diverted but require supporting, proper supporting be done so that they are not damaged along their branches. Precautions to be taken while handling the utilities are mentioned as under. (i) (i) Utilities must not be damaged at any cost. If due to some or the other reason, mishappening occurs, it should be rectified immediately by the contractor at his own cost under intimation of LMRC. (ii) Till rectification of the damaged trunk sewers, the contractor shall arrange substitute arrangement for sewer pumping and its disposal as per directions. The similar arrangement be done for other utilities. (iii) The manholes of T/Sewers should not be covered under the foundation as these may create hindrances to the annual desilting/cleaning of sewer lines. (iv) Sufficient distance of foundation from outer edge of T/ Sewers be kept in view of further maintenance/Safety of T/Sewers. (v) The covers of manholes be saved from heavy machinery movement to avoid any accident/Slippage of malwa in manholes etc. into the T/Sewers which may cause blockage of lines. In case of damage of manhole cover & frame the same shall be replaced immediately by the contractor at his own cost. (vi) Manholes of the trunk sewer should be kept freely accessible for cleaning and removal of blockages and malwa should not be dumped over these manholes. (vii) Branch sewer connections which are connected with the trunk sewers should also be taken care of. If the same are damaged, the same should be restored immediately on priority at contractor's cost. These are only indicative; other precautions which are specified from time to time by the utility owning agencies shall also be followed.	The cost for utility diversion will be paid as an extra item by client on actual basis (including labour,material,plant and M/c) +25% towards overhead and profit.	It will be governed as per tender conditions, however, planned diversion of utilities will be paid at accepted rate of DSR items/BOQ items

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SI. No.	Clause No./Page No.	Clause/Provision in Existing Tender Document	Bidders Query	LMRC's Reply
14	Clause No. 11 of Employer's Requirement/ Section B/Functional, Vol-3 Page No-22	No Separate land will be provided by LMRC for casting yard, Batching Plants, site office, site laboratory, stores etc. Contractor have make these provision in the site area of staff colony.	Bidder understand that the land for labour colony for contractor will be provided by client at free of cost.	As per terms & conditions of Tender Document.
15	Item No 170 of BOQ, Vol-6 Page No-34/DSR Item 16.81	Barricading Providing and erecting 2.00 metre high temporary barricading at site as per drawing/ direction of Engineer-in-Charge which includes writing and painting, arrangement for traffic diversion such as traffic signals during construction at site for day and night, glow lamps, reflective signs, marking, flags, caution tape as directed by the Engineer-in-Charge. The barricading provided shall be retained in position at site continuously i/c shifting of barricading from one location to another location as many times as required during the execution of the entire work till its completion. Rate include its maintenance for damages, painting, all incidentals, labour materials, equipments and works required to execute the job. The barricading shall not be removed without prior approval of Engineer-in-Charge.	Please provide the drawing or maximum height of site barricading is require at site .	Please refer DSR item No 16.81 of Schedule A of BOQ and relevant CPWD specification
	GENERAL			
16	Soft copy of Tender Drawing	---	Please provide the soft copy of Tender drawing .	Not Agreed
17	Soft copy of Bill of Quantity	---	Please provide the soft copy of Bill of Quantity i.e. In Excel Format.	Not Agreed
	TECHNICAL			
	CIVIL WORK			
Sub Head -1	SITE DEVLOPMENT AND EARTH WORK			
18	Soil Investigation Report		Please provide us soil investigation report.	Interested bidders can take soil testing report from CPM (Depot) Office.
19	Clause No-8(6) of Employer's Requirements/Section C/Construction of Vol-3, Page No- 29	Tree:- The felling of trees in Uttar Pradesh is governed by various acts/rules including the U.P. Trees Protection Act 1976, Indian Forest Act 1927 and Removal of Timber/N.T.P.F U.P. Rules 1978. The Contractor is not permitted to cut any trees without the permission of the Employer. The Employer has assessed the number of trees existing within the right-of-way and will arrange for permission from Forest Department for cutting back or removal of trees which are deemed to be affected by the right of way (i.e. within the limits of permanent works) construction works. The trees requiring to be felled, will be removed from ground level up by the Contractor prior to commencement of the works. The Contractor will not be permitted to cut or remove any further trees. If for the purposes of the works additional trees are required to be cut/trimmed or removed, the Contractor must notify the Engineer of further tree felling requirements. Subject to compliance with the aforementioned act, arrangements for permission from Forest Department for tree felling may be made by the Employer. The payment of tree cutting, removal, transportation required in this item shall be paid extra as per BOQ Item.	Considered with approval from govt/forest authorities for tree cutting & tranplantation shall be taken by the client	As per tender documents, cutting and transplantation of trees is to be done by the contractor and payment will be made under relevant items of BOQ

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SI. No.	Clause No./Page No.	Clause/Provision in Existing Tender Document	Bidders Query	LMRC's Reply
	SUB HEAD - CH -2 EARTHWORK			
20	Para 2.1 & 2.2 of Vol-4 Technical Specification Page No 32,33 & 34	Measurement and payment of Earth Work	<ul style="list-style-type: none"> Considered excluding cost of dewatering, shoring & strutting. If applicabile then shall be charged extra. The mode of payment proposed in respect of earth work in expression is not cognized with the mode of measurement adopted as per CPWD Specifications. 	Please refer Para-2.1 and 2.2 of Technical Specification Vol-4. Also refer para 2.22 of CPWD Specification where in these items included in the rate.
21	Item S.no 11 of BOQ Vol-6 Page No 7/DSR Item no 2.28	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15cm deep and disposal of rubbish, lead upto 50m and lift upto 1.5m.	Considered with qty 11248 in place 112 -	The quantity should be read as 11248 Sqm while the rate is for 100/Sqm as per revised BOQ (PI refer revised BOQ issued vide Addendum-2)
	SUB HEAD - CH -4 CONCRETE WORK			
22	Item S.no 19 of BOQ Vol-6 Page No-8/DSR Item no 4.20	Providing and laying in position ready mixed plain cement concrete, with cement content as per approved design mix and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for plain cement concrete work, including pumping of R.M.C. from transit mixer to site of laying and curing, excluding the cost of centering, shuttering and finishing, including cost of curing, admixtures in recommended proportions as per IS 9103 to accelerate / retard setting of concrete, improve workability without imparting strength and durability as per direction of the Engineer-in-charge. Note : 1) Excess / less cement used than specified in this item is payable / recoverable separately. 2) Difference in cost of using Batch Mix Concrete instead of Ready Mix Concrete to be recovered in NDSR Item No. 6.4	<ul style="list-style-type: none"> item no is not found in the NDSR. Hence we have considered excess /less cement shall be paid to contractor as per Sr. no 32 , DSR Item 5.35 Difference in cost of using Batch mix concrete instead of Ready mix concrete to be recovered in NDSR item No. 6.4 i- The above NDSR item No. 6.4 cannot be linked. ii- The recovery is inappropriate as the ready mix concrete from the plant installed at site shall be transported to the place of concreting in transit mixer.Hence it is proposed no recovery shall be made. 	(1) Note 2 of Item 4.20 is deleted. (2) Excess/Less Cement will be paid/recovered as per serial No.32 of BOQ VOL-6, Page No-11/DSR item 5.35
23	Item S.no 24 & 25 of BOQ Vol-6 Page No-10/DSR Item no 5.22 & 5.22A	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Above Plinth Level . Up to Plinth Level.	Considered with rate quoted up to plinth level - -	(1) Item S No. 24 be read as under (PI refer revised BOQ issued vide Addendum-2) DSR Item 5.22 : Steel Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Upto Plinth Level. (2) Item S No. 25 be read as under DSR Item 5.22A : Steel Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Above Plinth Level
	SUB HEAD - CH -9 WOOD WORK & PVC WORK			
24	Item S.no 72 & 87 of BOQ Vol-6 Page No-17 & 19/DSR 9.70	Stainless steel butt Hinges	<ul style="list-style-type: none"> Please advise which SI Nos will be deleted in the B.O.Q - 	Both items at SI No. 72 and 87 have been clubbed and appears as items. no.69 of revised BOQ.
25	Item S.no 91 & 92 of BOQ Vol-6 Page No-19 /DSR Item 9.136 & 9.137	Fire resistant door frames and shutters	<ul style="list-style-type: none"> Fire resistant door frames and shutters of 60 min. fire rating have been adopted. It is proposed to provide 120 min rating as normally adopted as against 60 min taken in BOQ. 	There is no change.
	SUB HEAD - CH-10 STEEL WORK			
26	Item S.no 111 of BOQ Vol-6 Page No-23/DSR Item 10.30.1	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with : 4.0 mm thick glass panes	<ul style="list-style-type: none"> 4.00 mm thick glass panes have been taken in the said item. It is proposed to adopt 5.00 mm thick float glass instead of 4.00 mm thick glass panes. Pin headed glass panes shall be included for toilet windows instead of clear glass to block the vision. 	There is no change.

Reply of the Queries raised during Pre-Bid meeting held at 15:00 Hrs on 18.03.2016

Name of the work:-Contract No. LKCC 09: Construction of Multi-Storied officers Colony of Lucknow Metro Rail Corporation including Structural , Architectural , Plumbing , Drainage , External Development , Electrical , Mechanical , VAC , Firefighting & Fire Detection works etc. near Ikchhupuri Crossing , VIP Road, Lucknow.

SI. No.	Clause No./Page No.	Clause/Provision in Existing Tender Document	Bidders Query	LMRC's Reply
	SUB HEAD- CH-12 ROOFING			
27	Item S.no 136 of BOQ Vol-6 Page No-27 & 28/DSR Item 12.45	Providing and fixing false Ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with : Fully Perforated Gypsum Plaster Board of size 1200 x 2400x12.5 mm having approx. 15 % perforated area with perforation size and pattern as approved by the Engineerincharge and as per manufacturer's specification, with all 4 side tapered and backed by acoustical tissue with NRC value not less than 0.60	.The nomenclature of the item is faulty and incomplete in reference to DSR's 2014. • The quantity stipulated against this item in 12.45.4 is 6996 Sqm. This needs the clarification of the block /premises where it is proposed to be provided.	The complete nomenclature of the DSR Item No. 12.45 is as under :- (please refer REVISED BOQ) Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recomme-nded jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with Fully Perforated Gypsum Plaster Board of size 1200 x 2400x12.5 mm having approx. 15 % perforated area with perforation size and pattern as approved by the Engineerincharge and as per manufacturer's specification, with all 4 side tapered and backed by acoustical tissue with NRC value not less than 0.60. For location please refer tender drawings.
	SUB HEAD -CH-21 ALUMINIUM WORKS			
28	Item No 177 of BOQ, Vol-6 Page No-36/DSR Item 21.3.2	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge. With float glass panes of 5.50 mm thickness	Float glass panes of 5.50 mm thickness have been adopted where as float glass are available in 5.00 mm and 6.00 mm etc and not in fraction of mm thickness. The same may be corrected.	There is no change.
	Approved make			
29	Approved Vender List of Technical Specification Vol-4	Construction& water proofing chemicals, Integral water proofing compounds/methods, chloride free plasticiser cum waterproofing compound, floor hardeners, Silicon impregnation.	We request you to add the name of M/s Cico no1 in the list of approved make.	As per approved Vendor List In Technical Specification Vol-4
30	Approved Vender List of Technical Specification Vol-4	Rolling Shutter	We request you to add the name of M/s Rama Rolling shutters, M/s Swastic Rolling shutte & M/s Dhiman Rolling shutter in the list of approved make.	As per approved Vendor List In Technical Specification Vol-4
31	Tender Drawings Vol-5		As per drawing issued to us the built up area comes approx 25000sqm for the total scope of work .Please clarify the our scope of the work is as per the issued drawing.	Quantity considered is Approximate and is in accordance with the tender drawings.
32	Total amount not match in Civil subheads, Drainage.	As per summary	Calculation error in all items of BoQ except stone & electrical work.	Revised BOQ is being issued and bidder has to submit offer as per revised BOQ. (VOLUME-6)