



उत्तर प्रदेश मेट्रो रेल कॉर्पोरेशन लि०
UTTAR PRADESH METRO RAIL CORPORATION LTD.

CIN: U60300UP20135GC060836

217

(Formerly Known as Lucknow Metro Rail Corporation Ltd.)
(भारत सरकार एवं उत्तर प्रदेश सरकार का एक संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVT. OF INDIA & GOVT. OF U.P.)

UPMRC/RS/UPMRSM-01/03

Date: 27-09-2021

To,
All Bidders

Sub: Reply to pre-bid queries and Addendum-01 for tender UPMRSM-01

Ref: Tender UPMRSM-01: Rolling Stock maintenance services at Lucknow Metro and Kanpur Metro depots

Please find enclosed herewith the reply to pre-bid queries and Addendum-01 to the tender UPMRSM-01.

The revised tender document shall be issued to the bidders which have already submitted the tender fee. Other interested parties may purchase the tender as per guidelines in the NIT.


(लीला धर सिंह यादव / Lila Dhar Singh Yadav)

महा प्रबंधक/चल स्टॉक

General Manager/Rolling Stock

CC: JGM/IT for upload on website

(AN ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Certified Company)

Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow 226010

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उत्तर प्रदेश मेट्रो रेल कॉर्पोरेशन लिमिटेड
Uttar Pradesh Metro Rail Corporation Limited

Date: 27-09-2021

Tender 'UPMRSM-01'
Rolling Stock Maintenance Services at Lucknow Metro and Kanpur Metro Depots

Reply to Pre-Bid Queries

S. No.	Clause No.	Clause Description	Query	UPMRCL Reply
1	NIT	Authority for purchase of Tender Document, seeking clarifications, submission of completed Tender Documents and Opening of Tender Documents.	1. Requesting you to arrange Electronic tendering/online mode of submission of Technical and Financial Bids	Please follow tender conditions.
GENERAL CONDITIONS OF CONTRACT				
2	GCC 5.1.5 (iii)	Work Experience of having completed/substantially completed similar works during last five (05) years, either in India or abroad or both, ending last day of the previous month in which bids are invited.	1. Requesting you to consider Work Experience of having completed similar work during last Seven (07) years.	Please follow tender conditions.
3	Clause 13.1 & 13.3 - LABOUR LAWS, PROVIDENT FUND, ESI, etc.	The service provider/contractor shall obtain all legal contracts and approvals before the commencement of agreement otherwise, the contract shall stand cancelled. The service provider/contractor shall comply with the provisions of all labour legislation's including but not limited to the requirements of: - (i) The Contract Labour (R&A) Act, 1970 (ii) Minimum Wages Act, 1948	For minimum Wages, which Act. has to be followed- Central or State? Also is there any particular Category of Skilled labour to be followed?	Please follow tender conditions. Highly-skilled labour suitable satisfying the tabulated qualification criteria for maintenance personnel shall be deployed.
4	Clause 13.4 - LABOUR LAWS, PROVIDENT FUND, ESI, etc.	The service provider/contractor should comply with the provisions of the Employees Provident Fund Act, ESI Act, etc. They should promptly deposit P.F. deduction and ESI of the eligible employees plus the service provider/contractor's contribution to the R.P.F.C. and ESI. For this purpose, the agency must submit a certificate in every month that PF amount and ESI amount has been deducted from the eligible employees and along with the service provider/contractor's contribution has been deposited with R.P.F.C./ESI. In support of this, the agency must furnish the challan/receipt for the payment made to R.P.F.C./ESI, along with list of employees who are covered while submitting the bills for payment.	In case contractor is already registred with EPFO, Is RPFC registration required in UP also Since we follow centralised System of PF for all our employees across India.	The contractor shall mandatorily deposit PF and ESI for each maintenance personnel every month. Please follow tender conditions.
5	Clause 13.6 - LABOUR LAWS, PROVIDENT FUND, ESI, etc.	All liabilities like salaries, wages and other statutory obligations in respect of the employees of the contractor shall be borne by contractor. The service provider/contractor shall take necessary steps to cover its employees under the said enactments and shall submit proof of such compliance to UPMRCL periodically or at any date upon such request, as may be made by UPMRCL.	If the minimum wages changes more than 10%, the differential percentage should be compensated by UPMRCL.	Please follow tender conditions.
6	GCC 23.1	The service provider/contractor awarded the contract for preventive maintenance of Rolling stock shall accept the lowest among the rates quoted by other bidders for corrective maintenance, IOH and POH.	1. It is difficult to accept the other contractor prices without knowing the price and price basis. Therefore please delete this clause.	Please refer Corrigendum-02.
7	Clause 25.1 - LETTER OF ACCEPTANCE	The Letter of Acceptance would be sent in duplicate to the successful bidder, who will return one copy to UPMRCL duly acknowledged, signed and stamped by the authorised signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance Award, within three (03) days from the date of issue of LOA.	If Acceptance Date of signed LOA from Contractor side can be increased to 7 days or made to 3 working days in case if a weekend comes in between the days.	Please refer Corrigendum-02.
8	Clause 27.1 - PERFORMANCE SECURITY	The successful bidder shall furnish to UPMRCL a security in the form of Bank Guarantee for an amount, equivalent to three (03) percent of the Contract Price within twenty-one (21) days from the date of issue of Letter of Acceptance. The validity of the Bank Guarantee shall be six (06) months beyond the expiry of contract period. The Bank Guarantee shall be prepared as per the format of Bank Guarantee provided in this tender document with a Nationalised Bank/Scheduled Bank/any bank approved by Reserve Bank of India, based in India. Further as and when contract value increases, even as a result of revision in applicable taxes, the contractor shall be required to deposit additional BG(s) to ensure availability of Bank Guarantee at the rate of three (03) percent of contract value with UPMRCL at all times.	Request for increase of time limit from 21 days to 45 Days from the date of issue of LOA (Letter of Acceptance) to submit the BG since we will be dependent on the working days of the bank for the BG.	Please follow tender conditions.
9	GCC 37.2 & Scope of Work 6.2	37.2 The contractor shall tap the electricity as per Indian Electricity Rules and Indian Electricity Act, 2003 duly following all safety precautions. 6.2 Electrical energy and water supply will also be provided by UPMRCL free of cost.	1. 37.2 clause in conjunction with clause 6.2 seem to be clashing, kindly clarify.	Please refer Corrigendum-02.

10	Clause 46 Variations 46.3	Quantities operated in excess of one hundred and twenty-five (125) percent of the agreement quantity of the concerned item, shall be paid in accordance with the existing rules of the Government of India at the time.	Request you to Kindly clarify - "paid in accordance with the existing rules of the Government of India"? We need to understand how billing will take place?	The evaluation of variations will be arrived at in accordance with the existing rules of Government of India. However, the billing will be as per terms and conditions laid out in the tender. Please follow tender conditions.
11	GCC 47.9	UPMRC is planning to outsource the works of Operations, comprehensive maintenance of Signaling and Rolling Stock and improvement in last-mile connectivity in addition to the scope of work of Rolling Stock maintenance outlined in this contract. In the event of award of such contract to a party, wherein the scope of work of this contract is included, UPMRC may terminate whole or any portion of this contract by giving a three (03) month notice.	Request kindly delete this clause as this is contradictory to this tender	Please follow tender conditions.
SPECIAL CONDITIONS OF CONTRACT				
12	SCC 1	The contractor shall normally provide service at UPMRC depot(s) or at any other place as required by UPMRC, in the manner and as per the instructions of UPMRC	1. The place of services shall be within Kanpur only. Kindly clarify.	Please refer Corrigendum-02. The place of service shall be Lucknow and Kanpur as per respective Scope of Work.
13	SCC 1	The contractor shall normally provide service at UPMRC depot(s) or at any other place as required by UPMRC, in the manner and as per the instructions of UPMRC	Request limit these to the two cities only as the tender is for the cities of Lucknow and Kanpur Metro.	As per Scope of Work, the place of execution of tender shall be the cities of Lucknow and Kanpur only. Please follow tender conditions.
14	Clause 10	UPMRC will supply the necessary tools and spares including consumables required for scheduled maintenance activities at free of cost. However, any tools and spares including consumables, if required shall be supplied by the contractor after approval by UPMRC. UPMRC will reimburse actual cost + ten (10) percent overhead in each case of procurement by contractor.	Are any spares or Consumables to be maintained by the Contractor?	The clause is explicit in its meaning. Please follow tender conditions.
15	Clause 14 - IOH and POH Optional Items for Corrective Maintenance, IOH & POH	The services mentioned in this document are generally for preventive maintenance of Rolling Stock. However, the service may be extended to corrective maintenance and/or Intermediate overhauling (IOH) and/or Periodical overhauling (POH) of Rolling Stock. Therefore, the bidder shall compulsorily quote the rates for corrective maintenance, Intermediate overhauling (IOH) and Periodical overhauling (POH) individually as Optional items. The optional items shall be exercised at the discretion of UPMRC. The prices quoted for optional items will not be considered for evaluation of the bid. Nonetheless, the service provider/contractor awarded the contract for preventive maintenance of Rolling stock shall accept the lowest among the rates quoted by other bidders for corrective maintenance, IOH and POH. Nonetheless, the service provider/contractor awarded the contract for preventive maintenance of Rolling stock shall accept the lowest among the rates quoted by other bidders for corrective maintenance, IOH and POH.	If the Difference between the Successful bidder and the other Bidder is More then this must not be applicable. It will be a huge impact for the successful bidder. This should be made as optional clause to be confirmed by the successful Bidder whether they would like to carryout Corrective Maintenance, IOH & POH at lowest rates provided.	Please refer Corrigendum-02.
16	Clause 15 - Special Conditions of Contract	The contract can be varied by additional works or reduction in works which can entail up to ±30% change in annual value.	(Minus) -30% variation to be relaxed to a lesser percentage. Minimum guaranteed Schedules for Billing to be provided by UPMRC. Kindly revise to 25% as it is standard practise.	Please refer Corrigendum-02.
17	Clause 18 Penalty limit upto 10 % of contract price	Delay in attending the preventive maintenance on the part of the contractor will invite penalty of INR 1,000 (Indian Rupees One Thousand only) per hour per activity per train-set subject to limit of ten (10) percent of contract price. The calculation of delay will start from expiry of downtime per train-set given in clause 3 of Scope of Work.	The penalty limit of 10% of contract price is on the higher side. Request UPMRC to limit 10% of one year of the contract Price.	Please follow tender conditions.
18	Clause 19 Penalty limit upto 10 % of contract price	Delay in attending the additional services of preventive maintenance and optional services on the part of the contractor will invite penalty of INR 5,000 (Indian Rupees Five Thousand only) per day per train-set subject to limit of ten (10) percent of contract price. The calculation of delay will start from expiry of maximum allowable completion time.	The penalty limit of 10% of contract price is on the higher side. Request UPMRC to limit 10% of one year of the contract Price.	Please follow tender conditions.
19	Clause 19	Exceeding the maximum allowable completion time for any activity (incl. optional services) on part of the contractor will invite a penalty of INR 5,000 (Indian Rupees Five Thousand only) per hour per activity subject to limit of ten (10) percent of total contract price (excl. GST). The calculation of excess time will start from expiry of maximum allowable completion time.	Kindly retain the earlier version of the clause "19. penalty of INR 5,000 (Indian Rupees Five Thousand only) per day per train-set subject to limit of ten (10) percent of contract price. The calculation of delay will start from expiry of maximum allowable completion time."	Please refer Addendum-01.
20	Clause 22.1 - Defect Liability Period (DLP)	Defect Liability period shall be 6 months from the date of successful completion of the all the works allotted and closure of Job Card of the respective maintenance activity.	We request to revise Defect Liability period from 6 months to 3 months after the date of successful completion of the all the works allotted and closure of Job Card of the respective maintenance activity.	Please follow tender conditions.

SCOPE OF WORK

21	Clause 1.3/ Note point no. 2 Rolling stock Maintenance	Maintenance has to be carried out considering the periodicity in terms of days or km, whichever is later or as decided by employer/employer's representative from time to time.	The periodicity for Maintenance should be considered in terms of days only as bidding price will be calculated in terms of days, therefore periodicity should not change from days to KMs as it will impact the bidding price on later stage affecting the contractor.	The periodicity of sevice checks in terms of days/km will have no impact on bidder as payment will be done as per GCC/clause no. 39.1.																																																						
22	Clause 3.1 WORK CONTENT	<p>The various maintenance schedules, approximate man-hours required, period of train availability/Downtime and number of schedules for a trainset for two (02) years are given in the following table.</p> <p style="text-align: center;">Table 5: Tentative metrics related to service checks</p> <table border="1" data-bbox="349 363 880 647"> <thead> <tr> <th>S. No.</th> <th>Maintenance Check</th> <th>Recommended Manpower</th> <th>Down Time (Hours)</th> <th>Typical no. of schedules in two (02) years</th> <th>Tentative no. of schedules in six (06) years</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>7-day Check</td> <td>2</td> <td>1</td> <td>104</td> <td>9112</td> </tr> <tr> <td>2</td> <td>15-day Service Check</td> <td>3</td> <td>2</td> <td>24</td> <td>2284</td> </tr> <tr> <td>3</td> <td>30-day Service Check</td> <td>4</td> <td>3</td> <td>16</td> <td>1522</td> </tr> <tr> <td>4</td> <td>90-day Service Check</td> <td>5</td> <td>7</td> <td>14</td> <td>381</td> </tr> <tr> <td>5</td> <td>180-day Service Check</td> <td>6</td> <td>15</td> <td>2</td> <td>188</td> </tr> <tr> <td>6</td> <td>1-year Service Check</td> <td>6</td> <td>48</td> <td>1</td> <td>81</td> </tr> <tr> <td>7</td> <td>2-year Service Check</td> <td>8</td> <td>51</td> <td>1</td> <td>36</td> </tr> <tr> <td>8</td> <td>Depot M&P maintenance</td> <td colspan="4" style="text-align: center;">Details will be provided later.</td> </tr> </tbody> </table>	S. No.	Maintenance Check	Recommended Manpower	Down Time (Hours)	Typical no. of schedules in two (02) years	Tentative no. of schedules in six (06) years	1	7-day Check	2	1	104	9112	2	15-day Service Check	3	2	24	2284	3	30-day Service Check	4	3	16	1522	4	90-day Service Check	5	7	14	381	5	180-day Service Check	6	15	2	188	6	1-year Service Check	6	48	1	81	7	2-year Service Check	8	51	1	36	8	Depot M&P maintenance	Details will be provided later.				<p>1. Kindly clarify the recommended Manpower details for Depot M&P Maintenance service checks.</p> <p>2. We understand that we have to do only M&P Maintenance. Kindly clarify whether we need to do the operations also if required as mentioned in the Table-6(Clause no. 5.1/Page no.50) M&P items. For example, if the train has derailed, then whether our presence is required at the track also?</p> <p>3. In case of any Functional or Defective Issues of M&P Items (mentioned in Clause 3/Page no.110), whether OEM or UPMRCL will take the responsible to rectify of such issues?</p> <p>4. whether total No. of Tentative schedules in six years is "9112" in the row of 7-Day Maintenance Check is correct as per Annexure-13/Clause 1?</p> <p>5. whether total No. of Typical schedules in two years is "14" in the row of 90-Day Maintenance Check is correct as per Annexure-13/Clause 2?</p>	<p>1. Please refer Scope of Work/clause no. 17. The manpower mentioned includes the manpower for depot M&P maintenance service checks.</p> <p>2. Operation of depot M&Ps shall be carried out by the contractor.</p> <p>3. Corrective maintenance shall be carried out by UPMRCL.</p> <p>4. Please refer corrigendum-02 for tentative no. of schedules in six (06) years.</p> <p>5. Please refer Corrigendum-02 for typical no. of schedules per train-set in two (02) years.</p>
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23	Scope of Work 3.5 & 5.1	3.5 The contactor shall provide personnel for operation of pit-wheel lathe as per the Employer's requirement and wheel turning shall be done by the contractor's trained operators". 5.1 The Contractor shall perform the scheduled maintenance of all the Depot M&Ps.	1. Clause 3.5 pertains to the operation of Pit Wheel lathe and wheel turning and clause no.5.1 pertains to Maintenance of Depot M&P'. Kindly Clarify.	Please follow tender conditions. Preventive maintenance and operation of depot M&Ps shall be carried out by the contractor.																																																						
24	Scope of Work 5.3	The contractor will provide personnel for miscellaneous works for various depot works as per requirements of the Employer	1. Please define the Miscellaneous Works Scope for our better understanding	Please refer Scope of Work. Manpower shall be provided as per Scope of Work/clause no. 17.																																																						
25	Scope of Work Part-A 9.1	The contractor shall also recruit ex-servicemen for the specified categories 1 and 2 in table 7.A.	Is there any specific percentage that is being looked into or is it at the discretion of Contractor?	Please refer Addendum-01.																																																						
26	Caluse 11.2 TRAINING OF MAINTENANC PERSONNEL	The allowed period of training will be thirty (30) days. On successful completion of training, competency certificate shall be issued by manager for one (01) year. The competency certification procedure shall be approved by UPMRCL. The tenure of unsuccessful candidates shall be discontinued. The certification needs to be renewed every year by manager duly reviewing the competency of the candidate.	On successful completion of training, competency certificate shall be issued for 3 years and renewal once in 3 years.	Please follow tender conditions.																																																						
27	Scope of Work 11.2	Competency Certification Procedure.	1. Kindly elaborate the procedure for certification.	It is in line with standard system of certification being followed by different metros. The competency certification procedure will be given upon award of tender.																																																						
28	Scope of Work 13.1 13.2 13.3	Training Support by UPMRCL On Job Training Safety Induction	1. This clause in conjunction with clause 11.2, seem to be clashing. This clause indicates training support by UPMRCL at a cost of Rs 20000 per person. However clause 11.2 indicates that training is to be arranged by Contractor. Kindly clarify	Please follow tender conditions. First-time training shall be supported by UPMRCL. Subsequent trainings shall be conducted by the contractor.																																																						

29	Clause 14 TIMELINE FOR COMPLETE INDUCTION OF MAINTENANCE TEAM	<p align="center">Table 8: Plan of induction of maintenance personnel</p> <table border="1"> <tr> <td rowspan="3" style="vertical-align: middle;">After Signing of Contract Agreement</td> <td style="text-align: center;">Within 15 days</td> <td style="text-align: center;">Within 45 days</td> <td style="text-align: center;">After 45 days</td> </tr> <tr> <td>Deployment of manager, supervisors and maintainers</td> <td rowspan="2" style="text-align: center;">Training of maintenance personnel</td> <td rowspan="2" style="text-align: center;">Independent takeover of maintenance services by Contractor</td> </tr> <tr> <td>Submission of training materials, hand books, presentations, etc. to UPMRCL</td> </tr> <tr> <td colspan="3" style="text-align: center;">Support by UPMRCL. No payment/maintenance-related penalty.</td> <td></td> </tr> </table>	After Signing of Contract Agreement	Within 15 days	Within 45 days	After 45 days	Deployment of manager, supervisors and maintainers	Training of maintenance personnel	Independent takeover of maintenance services by Contractor	Submission of training materials, hand books, presentations, etc. to UPMRCL	Support by UPMRCL. No payment/maintenance-related penalty.				<p>Once Training of maintenance personnel completed, we request to consider another 45 days for Stabilization period of our work.</p> <p>Total induction of maintenance personnel should be for a period of 90 days.</p>	Please follow tender conditions.				
After Signing of Contract Agreement	Within 15 days	Within 45 days		After 45 days																
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Support by UPMRCL. No payment/maintenance-related penalty.																				
30	Clause 14 TIMELINE FOR COMPLETE INDUCTION OF MAINTENANCE TEAM	Submission of Training Materials, Handbooks, Presentations..etc to UPMRCL	Considering the Time to Prepare the Training Manuals and approvals from UPMRCL, we request to provide the Training Materials for the recruited Maintainane Team for the first time.	Please refer Corrigendum-02.																
31	Scope of Work 14	<p>Time Line:</p> <p>1. Deployment of Manpower to be concluded within 15 days of signing of contract agreement.</p> <p>2. Training to be completed within 45 days of signing of agreement</p>	<p>1. The time line is too short. Request to extend this to 60 days instead of 15 days</p> <p>2. Request to extend this time line to 90 days from the date of signing the contract agreement</p>	Please follow tender conditions.																
32	Clause 17.1 HUMAN RESOURCES	The total manpower required to handle the above work content shall not be less than as indicated below throughout the contract period.	<p>Kindly confirm the Manpower mentioned in this clause is only for Maintenance Checks i.e. 7 Day/15 Day/30 Day/90 Day/180 Day/1 Year/2 Year.</p> <p>And kindly clarify M&P Manpower details inline with the Table-6(Clause no. 5.1/Page no.50) and Annexure-14(Clause 3/Page no.110) Depot M&P Tentative Maintenace Schedule Table.</p>	Please refer Scope of Work/clause no. 17. The manpower mentioned includes the manpower for depot M&P maintenance checks.																
33	Clause 17.1 HUMAN RESOURCES	<p align="center">Table 9.3: Per-day manpower requirement for Kanpur Depot-2</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Personnel</th> <th>On-roll</th> <th>Minimum</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Manager</td> <td>Manager designated for Kanpur Depot-1 shall also look after Kanpur Depot-2</td> <td></td> </tr> <tr> <td>2</td> <td>Supervisor</td> <td>4</td> <td>3</td> </tr> <tr> <td>3</td> <td>Maintainer</td> <td>16</td> <td>12</td> </tr> </tbody> </table>	S. No.	Personnel	On-roll	Minimum	1	Manager	Manager designated for Kanpur Depot-1 shall also look after Kanpur Depot-2		2	Supervisor	4	3	3	Maintainer	16	12	<p>From the Table 9.3, Since managing both depots by Single Manager will be difficult so, we request to consider Asst. Manager additionally to be a part of the Contract.</p> <p>Also, kindly confirm Manager taking Leave on approval from UPMRCL should not be considered as non-availability.</p>	<p>Please follow tender conditions.</p> <p>Manager (as well as supervisors and maintainers) availability shall be strictly maintained per Scope of Work/clause no. 17.</p>
S. No.	Personnel	On-roll	Minimum																	
1	Manager	Manager designated for Kanpur Depot-1 shall also look after Kanpur Depot-2																		
2	Supervisor	4	3																	
3	Maintainer	16	12																	
34	Scope of Work 21 & Master Contract Agreement Article-15 1.5	Unavailability of man-power shall be penalized at the following rate plus INR 100 (Indian Rupees One Hundred only).	1. As per our understanding, this penalty is imposed if minimum manpower is not maintained as described in Table 9.1 & Table 9.2 in clause 17.1.- Please clarify.	Yes, the penalty will be imposed if manpower is not maintained as per Scope of Work/clause no. 17.																
MASTER CONTRACT AGREEMENT																				
35	ARTICLE 3 - TENURE OF THE AGREEMENT 1.1	The commencement date shall be the date of independent takeover of maintenance services by the contractor for the first of all the depots covered under the contract.	Kindly confirm - if our understanding is correct that the date of start of the agreement for 6 years is the date of the contractor independently handling the very first Depot under the contract (Lucknow/ Kanpur)?	The commencement date shall be the date of independent takeover of maintenance services by the contractor for the first of the three depots covered under the contract.																



उत्तर प्रदेश मेट्रो रेल कॉर्पोरेशन लिमिटेड
Uttar Pradesh Metro Rail Corporation Limited

Tender 'UPMRSM-01'
Rolling Stock Maintenance Services at Lucknow Metro and Kanpur Metro Depots

Summary Sheet of Addendum-01

S. No.	Type of change	Clause no.	Existing clause	New Clause																								
1	Modification	SCC 18	Exceeding the maximum response time for any activity (incl. optional services) on part of the contractor will invite a penalty of INR 1,000 (Indian Rupees One Thousand only) per hour per activity subject to limit of ten (10) percent of total contract price (excl. GST). The calculation of excess time will start from expiry of maximum response time given in clause 16 above.	Exceeding the maximum response time for any activity (incl. optional services) on part of the contractor will invite a penalty of INR 500 (Indian Rupees Five Hundred only) per hour per activity subject to limit of ten (10) percent of total contract price (excl. GST). The calculation of excess time will start from expiry of maximum response time given in clause 16 above.																								
2	Modification	SCC 19	Exceeding the maximum allowable completion time for any activity (incl. optional services) on part of the contractor will invite a penalty of INR 5,000 (Indian Rupees Five Thousand only) per hour per activity subject to limit of ten (10) percent of total contract price (excl. GST). The calculation of excess time will start from expiry of maximum allowable completion time.	Exceeding the maximum allowable completion time for any activity (incl. optional services) on part of the contractor will invite a penalty of INR 500 (Indian Rupees Five Hundred only) per hour per activity subject to limit of ten (10) percent of total contract price (excl. GST). The calculation of excess time will start from expiry of maximum allowable completion time.																								
3	Modification	SCC 20	Failure to honour the monthly work schedule leading to overdue service checks shall attract a penalty of INR 5,000 (Indian Rupees Five Thousand only) plus the amount as stipulated below.	Failure to honour the monthly work schedule leading to overdue service checks shall attract a penalty of INR 1,000 (Indian Rupees One Thousand only) plus the amount as stipulated below.																								
4	Modification	Scope of Work Part-A 9.1	The contractor shall also recruit ex-servicemen for the specified categories 1 and 2 in table 7.A.	The contractor is encouraged to recruit as many ex-servicemen as possible for all categories in table 7.A.																								
5	Modification	Scope of Work Part-B 9.1	The contractor shall also recruit ex-servicemen for the specified categories 1 and 2 in table 7.B.	The contractor is encouraged to recruit as many ex-servicemen as possible for all categories in table 7.B.																								
6	Modification	Annexure-6A	This is to certify that M/s. _____ is a reputed company with a good financial standing. If the contract for the work namely _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of INR _____ (Indian Rupees _____) to meet their working capital requirements for executing the above contract.	This is to certify that M/s. _____ is a reputed company with a good financial standing. If the contract for the work namely _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of INR 65.30 Lakh (Indian Rupees Sixty-Five Lakh and Thirty Thousand only) to meet their working capital requirements for executing the above contract.																								
7	Addition	Bill of Quantities Note	-	5. If the bidder fails to honour the limits prescribed in (1) and (3) above, the extra percentage of amount quoted in the corresponding item(s) shall be adjusted in the following order of preference in line with (1) and (3) respectively. <table border="1"> <thead> <tr> <th>Order of preference</th> <th>BoQ-1A</th> <th>BoQ-1B</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>7-day Check</td> <td>90-day Service Check</td> </tr> <tr> <td>2</td> <td>A2 Service Check</td> <td>15-day Service Check</td> </tr> <tr> <td>3</td> <td>A3 Service Check</td> <td>2-year Service Check</td> </tr> <tr> <td>4</td> <td>A4 Service Check</td> <td>180-day Service Check</td> </tr> <tr> <td>5</td> <td>A1 Service Check</td> <td>7-day Check</td> </tr> <tr> <td>6</td> <td>-</td> <td>30-day Service Check</td> </tr> <tr> <td>7</td> <td>-</td> <td>1-year Service Check</td> </tr> </tbody> </table>	Order of preference	BoQ-1A	BoQ-1B	1	7-day Check	90-day Service Check	2	A2 Service Check	15-day Service Check	3	A3 Service Check	2-year Service Check	4	A4 Service Check	180-day Service Check	5	A1 Service Check	7-day Check	6	-	30-day Service Check	7	-	1-year Service Check
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8	Addition	Bill of Quantities Note	-	6. If the bidder fails to honour the limits prescribed in (2) and (4) above, the extra amount shall be incorporated in BoQ-1A and BoQ-1B respectively. The extra cost under BoQ-1A or BoQ-1B shall be distributed under various items as per the order of preference tabulated in (5) above and in line with (1) and (3) respectively.																								
9	Modification	Bill of Quantities Note	5. In the event that any new tax is imposed or an existing tax enhanced/reduced under a governing law upon the services/deliverables of the service provider/contractor, then the new taxes/additional taxes shall be absorbed by UPMRCL against documentary proof	7. In the event that any new tax is imposed or an existing tax enhanced/reduced under a governing law upon the services/deliverables of the service provider/contractor, then the new taxes/additional taxes shall be absorbed by UPMRCL against documentary proof.																								
10	Modification	Bill of Quantities Note	6. The services mentioned in this document are generally for preventive maintenance of Rolling Stock. However, the service may be extended to B1 service check & B2 service (in particular case of Lucknow Metro), corrective maintenance and/or Intermediate overhauling (IOH) and/or Periodical overhauling (POH) of Rolling Stock. Therefore, the bidder shall quote the rate for B1 service check & B2 service (in particular case of Lucknow Metro), corrective maintenance, Intermediate overhauling (IOH) and Periodical overhauling (POH) individually as optional items. The optional items shall be exercised at the discretion of UPMRCL. The prices quoted for optional items will not be considered for evaluation of the bid. Nonetheless, the service provider/contractor awarded the contract for preventive maintenance of Rolling Stock shall accept the rates mutually agreed upon by the employer and the contractor for B1 service check & B2 service (in particular case of Lucknow Metro), corrective maintenance, IOH and POH.	8. The services mentioned in this document are generally for preventive maintenance of Rolling Stock. However, the service may be extended to B1 service check & B2 service (in particular case of Lucknow Metro), corrective maintenance and/or Intermediate overhauling (IOH) and/or Periodical overhauling (POH) of Rolling Stock. Therefore, the bidder shall quote the rate for B1 service check & B2 service (in particular case of Lucknow Metro), corrective maintenance, Intermediate overhauling (IOH) and Periodical overhauling (POH) individually as optional items. The optional items shall be exercised at the discretion of UPMRCL. The prices quoted for optional items will not be considered for evaluation of the bid. Nonetheless, the service provider/contractor awarded the contract for preventive maintenance of Rolling Stock shall accept the rates mutually agreed upon by the employer and the contractor for B1 service check & B2 service (in particular case of Lucknow Metro), corrective maintenance, IOH and POH.																								
11	Modification	Bill of Quantities Note	7. The payment will be made only after the services actually performed by the contractor, as certified by UPMRCL. The contractor shall maintain all records in electronic and paper form so as to enable real time and seamless access to UPMRCL. The record shall include data include data related to consumables, service rendered, number of schedules handled, train identification numbers and attending personnel's details.	9. The payment will be made only after the services actually performed by the contractor, as certified by UPMRCL. The contractor shall maintain all records in electronic and paper form so as to enable real time and seamless access to UPMRCL. The record shall include data include data related to consumables, service rendered, number of schedules handled, train identification numbers and attending personnel's details.																								
12	Modification	Bill of Quantities Note	8. Correction of errors	10. Correction of errors																								
13	Modification	Master Contract Agreement Article 15 1.2	Exceeding the maximum response time for any activity (incl. optional services) on part of the contractor will invite a penalty of INR 1,000 (Indian Rupees One Thousand only) per hour per activity subject to limit of ten (10) percent of total contract price (excl. GST). The calculation of excess time will start from expiry of maximum response time given in clause 16 above.	Exceeding the maximum response time for any activity (incl. optional services) on part of the contractor will invite a penalty of INR 500 (Indian Rupees Five Hundred only) per hour per activity subject to limit of ten (10) percent of total contract price (excl. GST). The calculation of excess time will start from expiry of maximum response time given in clause 16 above.																								
14	Modification	Master Contract Agreement Article 15 1.3	Exceeding the maximum allowable completion time for any activity (incl. optional services) on part of the contractor will invite a penalty of INR 5,000 (Indian Rupees Five Thousand only) per hour per activity subject to limit of ten (10) percent of total contract price (excl. GST). The calculation of excess time will start from expiry of maximum allowable completion time.	Exceeding the maximum allowable completion time for any activity (incl. optional services) on part of the contractor will invite a penalty of INR 500 (Indian Rupees Five Hundred only) per hour per activity subject to limit of ten (10) percent of total contract price (excl. GST). The calculation of excess time will start from expiry of maximum allowable completion time.																								

15	Modification	Master Contract Agreement Article 15 1.4	Failure to honour the monthly work schedule leading to overdue service checks shall attract a penalty of INR 5,000 (Indian Rupees Five Thousand only) plus the amount as stipulated below.	Failure to honour the monthly work schedule leading to overdue service checks shall attract a penalty of INR 1,000 (Indian Rupees One Thousand only) plus the amount as stipulated below.
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