



उत्तर प्रदेश मेट्रो रेल कॉरपोरेशन लि०

UTTAR PRADESH METRO RAIL CORPORATION LTD.

(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.)

Date: 21/10/2024

ADDENDUM-01

Sub: Issuance of Addendum-01 of Tender LKCWS-01

Tender ID	2024_UPMRC_210049_1
Tender Ref No	LKCWS-01

Tender Title/Name of work: Providing and Installation of cubicles & Workstations at UPMRC Administrative Building Gomti Nagar, Lucknow.

Dear Sir,

Addendum-01 of the tender LKCWS-01 is being issued and uploaded on CPP portal.


(Col Ashish Dwivedi)
GM/Civil

(Col Ashish Dwivedi)
General Manager (Civil)
Uttar Pradesh Metro Rail Corporation Ltd.
Lucknow

Tender LKCWS-01: Providing and Installation of cubicles & Workstations at UPMRC Administrative Building Gomti Nagar, Lucknow.

SI. No.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Clause F 5.4 of ITT, Vol 1 Page 35	In addition to above, if the rates quoted by the successful tenderer are below 10% of the NIT value, then they shall have to deposit Additional Performance Security @ 1% per percent of the rates quoted below 10 percent of the NIT Value. The Additional BG shall have to be submitted by the successful tenderer along with the 10% Performance Security and both should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP).	In addition to above, if the rates quoted by the successful tenderer are below 10% of the NIT value, then they shall have to deposit Additional Performance Security @ 1% per percent of the rates quoted below 10 percent of the NIT Value <u>qualified contractor shall have to deposit additional performance security @ 0.5% per percent for the contracts quoted below upto less than 10% and @ 1% per percent for the contracts quoted below 10% or more of the NIT value.</u> The Additional BG shall have to be submitted by the successful tenderer along with the 10% Performance Security and both should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP).	Clause F 5.4 of ITT, Vol 1 Page 35R
2	S.No. 1 of Form of Tender – Appendix-1, Vol 1 Page 53	10% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 4.2 of GCC. In addition to above, if the rates quoted by the successful tenderer are below 10% of the NIT value, then they shall have to deposit Additional Performance Security @ 1% per percent of the rates quoted below 10 percent of the NIT Value.	In addition to above, if the rates quoted by the successful tenderer are below 10% of the NIT value, then they shall have to deposit Additional Performance Security @ 1% per percent of the rates quoted below 10 percent of the NIT Value <u>qualified contractor shall have to deposit additional performance security @ 0.5% per percent for the contracts quoted below upto less than 10% and @ 1% per percent for the contracts quoted below 10% or more of the NIT value.</u>	S.No. 1 of Form of Tender – Appendix-1, Vol 1 Page 53R

Himanshu Kumar
AM/Civil
21/02/24

Approved by AM/F

F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

F3 Notification of Award

F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by E-mail or by post, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

F3.2 The Letter of Acceptance will constitute a part of the contract.

F3.3 Upon "Letter of acceptance" being signed and returned by the successful Tenderer as per Clause F3.1, the Employer will discharge/ return tender security of unsuccessful tenderers.

F4 Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Special Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract within a period of 30 days from the date of receipt of confirmation of Performance Security from the successful tenderer.

F5 Performance Security 10% of Contract value

F5.1 The Performance Security required in accordance with relevant clause of GCC/SCC shall be from the Scheduled Commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within 15 (fifteen) days of receipt of the Letter of Acceptance. The form of Performance Security provided in **Annexure-6** of ITT.

F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract Clause 10.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and shall result in forfeiture of Tender Security.

F5.4 In addition to above, **qualified contractor shall have to deposit additional performance security @ 0.5% per percent for the contracts quoted below upto less than 10% and @ 1% per percent for the contracts quoted below 10% or more of the NIT value.** The Additional BG shall have to be submitted by the successful tenderer along with the 10% Performance Security and both should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP).

G Settlement of Disputes of the Tender Process

Any suit or application, arising out of any dispute or differences on account of this tender shall be filed in a competent court at Lucknow, Uttar Pradesh only and no other court or any other district of the country shall have any jurisdiction in the matter.

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FORM OF TENDER – APPENDIX-1

APPENDIX TO THE FORM OF TENDER FOR CONTRACT CONDITION

S. N	DESCRIPTION	REF TO CLAUSE NO.	REQUIREMENT
I	Amount of Bank Guarantee as Performance Security	Clause 4.2 of the GCC	10% of the Contract Price in types and proportions of currencies in which the contract price is payable. In the event of variations during the execution of the contract which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause 4.2 of GCC. In addition to above, qualified contractor shall have to deposit additional performance security @ 0.5% per percent for the contracts quoted below upto less than 10% and @ 1% per percent for the contracts quoted below 10% or more of the NIT value.
ii	Latest 'date for commencement' of the Works	Clause 8.1 of the GCC	Date given in LOA or Employer's Notice to Proceed
iii	'Time for completion' of the work from the date of commencement of the work	Clause 8.2 of the GCC	90 Days
iv	Liquidated Damages	Clause 8.5 of the GCC	(i) 0.015% of contract price per day of delay in completion of whole work. (ii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.
V	'Defects Liability Period' for the whole of the Works	Clause 10 of the GCC	Three months from the date of completion of Work.
vi	Amount of advance payment	Clause 11.2 of the GCC	No advance shall be payable as per clause No.23 of SCC
vii	Insurance for workers/ employees	Clause 15.4 of the GCC	All of the contractor's employees shall have to be covered under ESI and ECA as per clause 25 of Special conditions of contract.
viii	Amount of Third Party Insurance	Clause 5.8 and 15.3 of the GCC	INR 50000 for each incident

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