



CIN: U60300UP2013SGC060836
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UTTAR PRADESH METRO RAIL CORPORATION LIMITED

Administrative building, Vipin Khand, Gomtinagar, Lucknow - 226010
E-mail id- cecontractlmrc@gmail.com

UPMRC/CE-CONTRACT/ AGCC-03/2020-21

Date: 10/09/2020

To,

All Bidders

Subject: - Reply to Pre-bid queries and Addendum-01 for tender AGCC-03

Ref: - Tender AGCC-03: Civil, PEB and E&M works for construction of depot cum workshop, including O & M quarters & structural, architectural, plumbing, drainage, external development, road works, electrical, mechanical, VAC, fire fighting, fire detection etc. at PAC Depot for Taj East Gate to Sikandra Corridor-1 of Agra Metro.

Dear Sir,

Please find enclosed herewith the reply to pre-bid queries and Addendum-01 to the tender AGCC-03. Further, the submission and opening dates are remained same i.e.

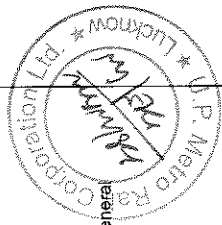
- Date & Time of submission of tender : **29.09.2020 upto 15:00 Hrs**
- Date & Time of opening of tender : **29.09.2020 @ 15:30 Hrs**

(Deepak Gupta)
CE Contract

Reply to Pre-Bid Queries AGCC-03

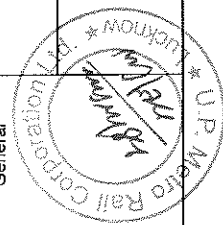
AGCC-03 :Civil, PEB and E&M works for construction of depot cum workshop, including O&M quarters & structural, architectural, plumbing, drainage, external development, road works, electrical, mechanical, VAC, fire fighting, fire detection etc. at PAC Depot for Taj East Gate to Sikandra metro station of Corridor-1 of Agra Metro.

| S. No. | Clause No. | Existing Clause | Bidder's Clarification | UPMRC's Reply |
|--------|-------------|--|--|--|
| 1 | 1.1.3.2 (A) | <p>Work Experience: The tenderers will be qualified only if they have completed work(s) during last Seven years ending 31.07.2020 as given below</p> <p>i) At least one "similar work"*** of value of Rs. 106 Crores or more OR ii) Two "similar work"*** each of value of Rs. 66 Crores or more OR iii) Three "similar work"*** each of value of Rs. 53 Crores or more</p> <p>"Similar work" for this contract shall be atleast one work of construction of Metro train depot / Metro stations / Metro building /Industrial Buildings /Office or Administrative Buildings /comprising Civil, Architectural & E&M works. For (i) & (ii), the other work(s) can be RCC Framed building/Industrial Structure Comprising Civil, Architectural & E&M Works</p> | <p>Work Experience: The tenderers will be qualified only if they have completed work(s) during last Seven years ending 31.07.2020 as given below</p> <p>i) At least one "similar work"*** of value of Rs. 106 Crores or more OR ii) Two "similar work"*** each of value of Rs. 66 Crores or more OR iii) Three "similar work"*** each of value of Rs. 53 Crores or more</p> <p>"Similar work" for this contract shall be atleast one work of construction of Metro train depot / Metro stations / Metro building/ Industrial Buildings /Office or Administrative Buildings /comprising Civil, Architectural & E&M works. Workshop comprises PEB/Civil works. Requesting you to consider the same</p> | As per Tender Conditions |
| 2 | General | | As per NIT the estimated value is Rs. 192.00 or and in BOQ it is Rs. 127.66 or; Request to please confirm. | Confirmed. Bidders are required to quote percentage (Above/At par/Below) over the BOQ value. |
| 3 | General | | We request you to kindly provide the Auto CAD drawings for the subject project tender please. | CAD drawings are being provided on e-mail as per the request of bidder . However in case of any discrepancy between the tender drawings/s and the AutoCAD drawings/s, the former shall prevail. |
| 4 | General | | We request you to please provide the Contour Drawing of depot site please. | Kindly refer tender drawings. Bidders are advised to visit the site to make themselves aware of the site conditions. Bidders should carry out any additional survey and/or site investigation works by themselves, should that be considered necessary by them. |
| 5 | General | | We request you to kindly provide one sketch showing the entry and exit for Depot for the movement of our Men, Machinery & Materials during the entire construction period. | Construction stage planning has to be done by the bidder. |
| 6 | General | | We request you to kindly provide the Structural drawings please. | Detailed structural drawings for permanent works shall be provided by UPMRC to the successful bidder in execution stage after award of work (except for items where explicitly mentioned so in tender conditions/BOQ) and the contractor shall be paid for the work carried out by him under relevant BOQ items. |

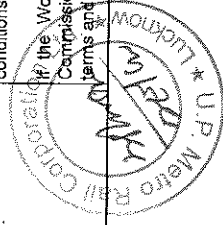


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|--------|---------------------------------------|---|---|--|
| 7 | General | | We request you to please provide Geotechnical report for the subject project tender. | Geotechnical report is included in DPR for the project (which is available on UPMRCL website). Bidders should carry out additional survey and/or site investigation works by themselves, should that be considered necessary by them. Kindly also refer clause A7 of ITT. |
| 8 | General | | Hindrance free site may please be handovered before commencement of work - Please confirm. | As per Tender Conditions. Kindly also refer clause 2.2 of GCC. |
| 9 | General | | Please confirm any working hours restriction is there for this project. | As per Tender Conditions. Kindly also refer clause A7 of ITT. The bidders should obtain the requisite information and satisfy themselves regarding the relevant site and working conditions. However, to the best of UPMRCL's knowledge, there is no such restriction in place. It must however be noted that Government / administration's rules, regulations & guidelines as applicable from time to time shall have to be complied. |
| 10 | General | | Any Entry Pass system is applicable for this project -- Please confirm. | As per Tender Conditions. Contractor shall be required to control access to his work area through an appropriate access control system. |
| 11 | General | | Please provide the details of UG and AG utilities. Also please confirm the rerouting/restoring etc of UG and AG utilities is in whose scope and if the same is in contractor's scope, how the payments will be made for those activities -- Please clarify. | As per tender conditions. Kindly also refer clause A7 of ITT. The contractor shall be required to conduct detailed utility investigation after the award of work and undertake diversion/re-routing of utilities as per the plans agreed with the user department. Such works shall be payable under relevant items of BOQ. |
| 12 | Volume 2 - GCC & SCC - Clause 4.18 | The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the Works. The Employer where feasible may at its discretion assist the Contractor in this respect. | We request to kindly provide the water & power for construction works at one point within the project site at free of cost/ on chargeable basis. | As per Tender Conditions |
| 13 | Volume 3 - Attachment A - Point no. 2 | PROVISION OF LABOUR CAMP | We request you to kindly provide the land for setting up our Site Office, Stores, Godowns, Precast Yard, Fabrication Yard, Batching Plant, Labour Camp in the depot area and also request to kindly mention the location of the same in the layout please. | As per Tender Conditions |
| 14 | General | | We request to please provide the list of any approvals, clearances to be obtained by Depot Contractor. | As per Tender Conditions. Kindly also refer clause A7 of ITT. |
| 15 | Volume 2 - GCC & SCC - Clause 2.3 | Permits, Licences or Approvals | We request to please provide the List of Permits, License, etc., to be obtained by us for this tender. | As per Tender Conditions. Kindly also refer clause A7 of ITT. |

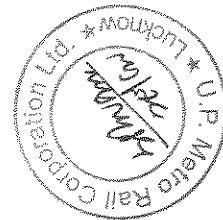
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| 16 | Volume 3 - ER - 4. Employer Requirement Design | | We request to please confirm our scope of Design for the subject project, as the designer to be appointed by us. | As per Tender conditions. Design for permanent works shall be provided by UPMRC (except for items where explicitly mentioned so in tender conditions/BOQ). The contractor would be required to have his design team as specified in the tender document to do necessary design interface and for design of various temporary works, shop drawings and any other requirements specified in tender document. |
| 17 | Volume 2 - GCC & SCC - Clause 15.1 | The Contractor shall effect and maintain professional indemnity insurance, preferably in the name of UPMRC, for the amount in Indian Rupees stipulated in Appendix to the Form of Tender in respect of any design of the Works to be carried out by, or on behalf of the Contractor. This insurance, which shall ensure the Contractor's liability by reason of professional negligence and errors in the design of the works, shall be valid from the date of commencement of Works, until 5 years after the date of issue of Performance Certificate. Alternatively the Contractor shall redeem the insurance before the expiry of the Yearly Insurance in such a way that the entire validity period is covered. | We request you to please confirm the % / Value of Professional Indemnity insurance for the subject project tender. | As per Tender conditions |
| 18 | BOQ Rates | | We request you to please confirm that the rates provided in the tender are including GST or excluding GST. | As per Tender conditions. Kindly also refer SCC Clause No. 11.1.1 |
| 19 | Volume 6 - BOQ - 5. Miscellaneous Works - P.no. 69 | Providing Machine cut groove size 10 x 50mm with Diamond Concrete Cutting Machine Cleaning of the groove and filling with approved polysulphide sealant or Acrylicsealant including fixing of Backing Rod. Width & Depth of Dummy joint can varies depending upon thickness of Concrete. | Item No. 5.8 - Machine cut groove - We request you to please confirm the quantity as well as Unit for this item. | Please refer Annexure-1 of Addendum-01. |
| 20 | | | We request to please confirm our scope of works related to BIM works for the subject project. | As per Tender Conditions. Kindly also refer Clause 14 and Appendix 10 of Volume 3 of tender document (i.e. Employer's Requirement). |
| 21 | | | We request to kindly provide the approved vendors list for PEB works, Roof Sheeting works please. | As per Tender Conditions. |
| 22 | General | | We request please provide the BOQ in excel format. | BOQ in excel format is being provided on e-mail as per the request of bidder. However in case of any discrepancy between the tender document and the soft copy, the former shall prevail. |
| 23 | | | Schedule B - (NDSR CIVIL ITEMS) - Sub Head 9 - Earth Work and Geotechnical Works - Item No.9.1 - Supply and stacking of Good Earth - 1,70,000 Cum - We request to please confirm that the filing charges for this item will be paid separately and also request to please confirm the location of filing of said quantity please. | Yes. Filing, compaction charges will be paid separately. |



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| 24 | ITT Cl. F4. (Signing Agreement) ITT Cl. F5. (Performance Security) | The Tenderer will be required to execute the Contract within a period of 30 days of confirmation of BG towards Performance Security but no sooner than 10 days from the date of issue of the Letter of Acceptance. The Performance Security shall be furnished to the Employer within 30 (thirty) days of receipt of the Letter of Acceptance. | Bidder proposes to modify the clause as follows: The successful tenderer shall sign the Contract within 30 days of issuance of LOA by UPMRC. Upon signing of the Contract, the successful tenderer (Contractor) shall submit the Performance Security within 30 days. | As per Tender Conditions |
| 25 | GCC Cl. 1.8-3rd para (Employer's use of Contractor's documents) | The Contractor's Documents and other design documents made by (or on behalf of) Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Clause. | Bidder proposes to define the duration of confidentiality by UPMRC for a period of 10 years after successful Commissioning. | As per Tender Conditions |
| 26 | GCC Cl. 4.12 (Rights of way and Facilities) | The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works. | Bidder requests to seek clarification on any work to be executed/ undertaken outside the site/ boundary. | As per Tender Conditions |
| 27 | GCC Cl. 7.5-6th para (Testing) | The Contractor shall promptly forward to the Engineer duly certified reports of the tests. If the Engineer has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect within seven (7) days of Contractor's submission of Test reports, as above. In the event, the Engineer/ UPMRC fails to issue the certificate/ fails to endorse, as above, the Contractor shall dispatch the Equipment/ items along with the Test reports and a declaration that 7 days have lapsed and the Engineer/ UPMRC did not issue the dispatch certificate/ endorsement. Such declaration by the Contractor shall form a valid document for claiming the Progress payment by the Contractor. | Bidder proposes to modify the clause as follows: The Contractor shall promptly forward to the Engineer duly certified reports of the tests. If the Engineer has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect within seven (7) days of Contractor's submission of Test reports, as above. | As per Tender Conditions |
| 28 | GCC Cl. 7.5 (Rejection) & Cl. 7.11.4 (Re-testing) GCC Cl. 7.11.3 & Cl. | If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.6 "Rejection" shall apply, and the Engineer or the employer may require such failed Tests, and the Tests on Completion on any related work, to be repeated under the same terms and conditions. | Bidder requests to UPMRC to replace the clause as follows: If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract. The Contractor shall get another two (2) no. of chances to rectify/ Make-Good the defect failing which both parties shall mutually discuss and agree upon further course of action. Bidder proposes to modify this clause as per Bidder's proposal hereinabove. | As per Tender Conditions |



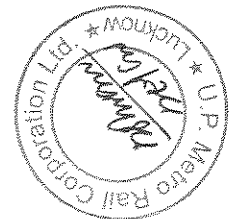
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| 29 | GCC Cl. 7.11.5 (Interference with Tests on Completion) | <p>If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.</p> <p>The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.</p> | <p>Bidder requests UPMRC to clarify the following: a) What is Defects Notification Period and its duration? b) What is the maximum period/ duration of Defects Notification Period? c) How is Defects Notification Period related to Defects Liability Period? d) Is there any retention payment against Tests on Completion? If Yes then bidder requests to UPMRC to clarify the release of such payment under this clause.</p> | <p>Defects Notification Period is the period within which the defects are required to be notified to the contractor in accordance with tender conditions i.e. within the defect liability period/ other applicable conditions of the contract</p> <p>Any retention of payment (full/partial) due to pending works (including tests etc.) shall be judiciously decided by UPMRC on case to case basis. Such amount shall be duly released soon after satisfactory execution of such pending works</p> |
| 30 | GCC Cl. 8.1 (Commencement of Works) & Form of Tender - Appendix-1 (ii) | <p>The Contractor shall commence the Works on the date specified in the Letter of Acceptance or if no date is specified in the Letter of Acceptance, on the date specified in an instruction in writing to that effect from the Engineer (Notice to Proceed).</p> <p>Time will be the essence of Contract and time for Completion shall run from the date the Contractor is to commence the Works under this Clause.</p> | <p>Bidder requests to UPMRC to replace the clause as follows: The Contractor shall commence the Works on the date specified in the Letter of Acceptance or if no date is specified in the Letter of Acceptance, on the date specified in an instruction in writing to that effect from the Engineer (Notice to Proceed) upon signing of the Contract by the parties. In the event the Contract is not signed within thirty (30) days of submission of Contract Performance Bank Guarantee by the Contractor then both parties shall mutually discuss and decide for execution of the Contract.</p> <p>Bidder proposes to modify the clause as follows: Time will be the essence of an important aspect under the Contract and time for Completion shall run from the date the Contractor is to commence the Works under this Clause.</p> | <p>As per Tender Conditions</p> |
| 31 | GCC Cl. 8.2 (Time Completion) | <p>Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract.</p> | <p>Bidder proposes to modify the clause as follows: Time is an important aspect under the Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract.</p> | <p>As per Tender Conditions</p> |



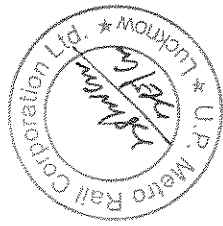
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| 32 | GCC Cl. 13.2.1 (g) & SCC Cl. No. 38 | <p>Time is the essence of the Contract. A percentage of the total contract value, which will be recoverable from the Contractor as liquidated damages for delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of liquidated damages in respect of the Works in all stages shall, however, not exceed 10% of the Contract Price. The aforesaid liquidated damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors which sums shall be recoverable from the Contractor in addition to any liquidated damages levied as above.</p> <p>At any time after the Employer has become entitled to liquidated damages, the Engineer may give notice to the Contractor under Sub-Clause 13.1, requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of liquidated damages, under this Sub-Clause and to terminate under Sub-Clause 13.2.</p> <p>The Employer shall be entitled to terminate the Contract if the Contractor fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress;</p> <p>On termination of contract due to contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor.</p> | <p>Bidder proposes to modify the clause as follows: Time an important aspect under is the essence of the Contract. A percentage of the total contract value, which will be recoverable from the Contractor as liquidated damages for delay in completion of the Works or in achievement of a stage by a particular Key Date for reasons solely attributable to the Contractor. The total amount of liquidated damages in respect of the Works in all stages shall, however, not exceed 105% of the Contract Price. The aforesaid liquidated damages do not, however, include the sums payable by the Employer to Designated Contractors on account of delay caused by the Contractor to Designated Contractors which sums shall be recoverable from the Contractor in addition to any liquidated damages payable under this clause, the total ceiling limit of which is 15% of the contract value including liquidated damages levied as above.</p> <p>Bidder proposes to modify the clause as follows: At any time after the Employer has become entitled to liquidated damages, the Engineer may give notice to the Contractor under Sub-Clause 13.1, requiring the Contractor to complete the Works within a specified reasonable time. Such action shall not prejudice the Employer's entitlements to recovery of liquidated damages, under this Sub-Clause and to terminate under Sub-Clause 13.2. Recovery of liquidated damages, if any shall be the sole remedy available with UPMRC.</p> <p>In view of the aforesaid proposal by the Bidder, we request to UPMRC to delete the provision. Alternatively, the clause may be modified so that any termination right of UPMRC against delays by the Contractor shall only be resorted to subject to recovery of full value of liquidated damages by UPMRC as above.</p> <p>In view of the aforesaid proposal by the Bidder, we request to UPMRC to delete the provision. Alternatively, the clause may be modified so that any termination right/ encashment of Performance Security by UPMRC against delays by the Contractor shall only be resorted to subject to recovery of full value of liquidated damages by UPMRC as above.</p> | As per Tender Conditions |
| 33 | GCC Cl. 10.1 & SCC Cl. No. 24 | <p>Defects Liability Period (DLP) shall mean the defects liability period stated in the Special Conditions of Contract calculated from the date of taking over of the Works.</p> | <p>Bidder proposes to modify the clause as follows: "Defects Liability Period (DLP)" shall mean the defects liability period stated in the Special Conditions of Contract i.e. 52 weeks reckoned from the date of taking over of the Works or 36 months from the Last Major Delivery, whichever is earlier. "Last Major Delivery" shall mean the date on which the value of supplied Equipment/ items has reached an amount equal to 95% of the Contract Price of supply of Equipment/ items.</p> | As per Tender Conditions |
| 34 | GCC Cl. 10.2 | <p>All work referred to in Sub-Clause 10.1 [Completion of Outstanding Work and Remedying Defects] shall be executed by the Contractor at his own cost, if the necessity for such work is due to: (a) the design of the works; (b) Plant, Rolling Stock, Materials or workmanship not being in accordance with the Contract; or (c) Failure by the Contractor to comply with any of his other obligations. If in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an adjustment to the Contract Price, with the approval of the Employer, and shall notify the Contractor accordingly. In this event, Sub-Clause 12.3 shall apply to such work.</p> | <p>Bidder proposes to modify the clause as follows: All work referred to in Sub-Clause 10.1 [Completion of Outstanding Work and Remedying Defects] shall be executed by the Contractor at his own cost upto a ceiling limit of 10% of the price of the defective Equipment/ item, if the necessity for such work is due to: (a) the design of the works; (b) Plant, Rolling Stock, Materials or workmanship not being in accordance with the Contract; or (c) Failure by the Contractor to comply with any of his other obligations. If in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an adjustment to the Contract Price, with the approval of the Employer, and shall notify the Contractor accordingly. In this event, Sub-Clause 12.3 shall apply to such work.</p> | As per Tender Conditions |
| 35 | GCC Cl. 11 | <p>The tender does not mention any Terms of Payment except for the Progress payment under this clause. Bidder requests to UPMRC to clarify the Terms of Payment for our understanding and review.</p> | <p>The tender does not mention any Terms of Payment except for the Progress payment under this clause. Bidder requests to UPMRC to clarify the Terms of Payment for our understanding and review.</p> | As per Tender Conditions |



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| 36 | GCC Cl. 12.4-1st para (Variation Procedure) | The Engineer shall, as soon as practicable after receipt of proposals under sub-clauses 12.2 and/or 12.3, respond with approval, rejection or comments. | Bidder requests to add at the end of the clause: The Parties shall discuss and decide on time extension and additional price implication prior to undertaking the execution of additional scope of work beyond the Contract Value or any Variations under the Contract. | As per Tender Conditions |
| 37 | GCC Cl. 13.2.6 (Termination) | The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract. | Employer's right to terminate the Contract herein shall only be applicable subject to deducting of total LD amount for delay. Accordingly, if the Employer invokes the LD provision then within the total limit of LD, the Employer will not be eligible to terminate the Contract. | As per Tender Conditions |
| 38 | GCC Cl. 13.2.7-1st para (Termination) GCC Cl. 13.2.7 2nd para (ii) (Termination) | On termination of contract due to contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The Engineer shall not make a claim under the Performance Security except for amounts to which the UPMRC is entitled under the contract (Notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (iii) The contractor being determined or rescinded under provision of the GCC the Performance Security shall be forfeited in full and shall be absolutely at the disposal of the UPMRC. | Bidder proposes to delete this clause. | As per Tender Conditions |
| 39 | GCC 14.6 (Limitation Liability) | The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-Clause shall not limit the liability of the Contractor: a) under Sub-Clauses 4.18, 4.19, 8.6, 7.10 and 7.11 b) under any other provisions of the Contract which expressly impose a greater liability, c) in cases of fraud, willful misconduct or illegal or unlawful acts, or d) in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances. | Bidder proposes to modify the clause as follows: The total liability of the Contractor to the Employer under the Contract whether under the Contract, in tort or otherwise including the cost of repairing or replacing defective equipment shall not exceed the Contract Price. | As per Tender Conditions |
| 40 | GCC Cl. 16.1 (Force Majeure) | Force Majeure events are defined as: a) act of God; b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; c) rebellion, revolution, insurrection, or military or usurped power, or civil war; d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly; e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors currently or formerly engaged on the Works. f) terrorism, g) strike or lockout by persons other than the Contractor's Personnel h) munitions of war, explosive materials | Bidder requests to incorporate "Governmental & Administrative Acts" under Force Majeure events. | As per Tender Conditions |



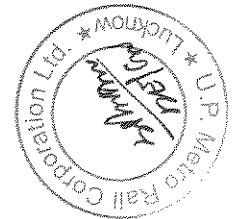
| S. No. | Clause No. | Existing Clause | Bidder's Clarification | UPMRC's Reply |
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| 41 | <p>GCC Cl. 17.9.1 (Arbitration)</p> <p>GCC Cl. 17.9.2 (Procedure Appointment Arbitrators)</p> | <p>Number of Arbitrators: The arbitral tribunal shall consist of:</p> <p>(i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;</p> <p>(ii) 3 (Three) arbitrators in all other cases.</p> <p>The arbitrators shall be appointed as per following procedure:</p> <p>In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/UPMRC, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of the request of the Employer then MD/UPMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.</p> <p>In case of 3 Arbitrators:</p> <p>a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/UPMRC, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.</p> <p>b) Employer will decide the second Arbitrator. MD/UPMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Contractor, within 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of dispatch of the request of the Employer then MD/UPMRC shall nominate both the Arbitrators from the panel.</p> <p>The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Contractor or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator.</p> | <p>Bidder proposes to UPMRC to consider panel of three (3) arbitrators in all cases of Dispute.</p> <p>Bidder requests to UPMRC to provide an opportunity to the Contractor to propose an independent arbitrator who is not associated with UPMRC. Such Arbitrator and the one appointed by UPMRC shall appoint a presiding Arbitrator subject to mutual agreement.</p> <p>As per Tender Conditions</p> | UPMRC's Reply |



Summary Sheet of ADDENDUM No.-1: Contract AGCC-03

AGCC-03 :Civil, PEB and E&M works for construction of depot cum workshop, including O&M quarters & structural, architectural, plumbing, drainage, external development, road works, electrical, mechanical, VAC, fire fighting, fire detection etc. at PAC Depot for Taj East Gate to Sikandra metro station of Corridor-1 of Agra Metro.

| S. NO. | Existing Clause / Pg. No. | Clause in Existing Tender Document | Revised Clause | Revised Clause placed as Annexure/ Pg. No. |
|--------|---|---|---|--|
| 1 | Clause 5.5.3 of BOC, Vol-6, Page 69 | <p>Providing Machine cut groove size 10 x 50mm with Diamond Concrete Cutting Machine</p> <p>Cleaning of the groove and filling with approved polysulphide sealant or Acrylic sealant including fixing of Backing Rod. Width & Depth of Dummy joint can varies depending upon thickness of Concrete.</p> | <p>Providing Machine cut groove size 10 x 50mm with Diamond Concrete Cutting Machine</p> <p>Cleaning of the groove and filling with approved polysulphide sealant or Acrylic sealant including fixing of Backing Rod. Width & Depth of Dummy joint can varies depending upon thickness of Concrete.</p> | Refer annexure-01, Page 69R |
| 2 | Clause 4.2 Performance Security, GCC, Vol-02, page 16 | <p>Within 30 days from date of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security, for an amount of ten per cent of the Contract value in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of a Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer. The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Contractor fails to submit the requisite Performance Security within 60 days from the date of issue of LOA, the Contract shall be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of UPMRC for a period of one year from date of issue of LOA. The approved form provided in the "instructions to Tenderers" shall be used for Bank Guarantee.</p> | <p>Within 30 days from date of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security, for an amount of ten per cent of the Contract value in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of a Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer. The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Contractor fails to submit the requisite Performance Security within 60 days from the date of issue of LOA, the Contract shall be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of UPMRC for a period of one year from date of issue of LOA. The approved form provided in the "instructions to Tenderers" shall be used for Bank Guarantee.</p> | Refer Annexure-02, Page 16 R |



AGCC-03 - Civil, PEB and E&M works for construction of depot cum workshop, including O & M quarters & structural, architectural, plumbing, drainage, external development, road works, electrical, mechanical, VAC, fire fighting, fire detection etc. at PAC Depot for Taj East Gate to Sikandra metro station of Corridor-1 of Agra Metro.

Annexure-01

| | | | | | |
|-------|--|-----------|----------|---------|------------|
| 5.5.3 | Wall to wall exterior including making the joint water proof (P-11809) | RM | 16.00 | 6763.48 | 108215.65 |
| 5.6 | Providing and fixing in position closed cell polyethylene foam back up rods at expansion joints with approved quality material for joints. | | | | |
| 5.6.1 | width 50mm (P-11809) | Rm | 160.00 | 68.33 | 10932.03 |
| 5.7 | Finishing walls with waterproof cement paint Snowcem plus of Ms. Snowcem india Ltd. Or equivalent of required shade: 25% above (P-00319) | | | | |
| 5.7.1 | New Work (two or more coats applied at 3.84 kg/10sqm) | Sqm | 4100.00 | 62.25 | 255211.69 |
| 5.8 | Providing Machine cut groove size 10 x 50mm with Diamond Concrete Cutting Machine Cleaning of the groove and filling with approved polysulphide sealant or Acrylic sealant including fixing of Backing Rod. Width & Depth of Dummy joint can varies depending upon thickness of Concrete. | Sqm RM | 30000.00 | 187.77 | 5633119.50 |
| 5.9 | Hand picked rough stone pitching 300 mm thick and over a filter 100 mm thick, with on slopes and top of the bank and in apron with interstices on surface groute with cement mortar 1 : 6 for a depth of 75 mm, complete with leads and lifts. | sqm | 4500.00 | 476.27 | 2143215.00 |
| 5.10 | Providing 2.0 m high temporary barricade and arrangement for traffic diversion such as traffic signals during construction at site, for day and night as per requirement and drawings. During construction barricading and arrangement for traffic diversion has to be kept continuously and maintained properly till the completion of all the activities. The constuction barricading will have different width in different portion of the alignment as directed by the engineer keeping in view the movement of traffic at the ground level and minimum inconvenience to and safety of public. The barricade should be as per the tender drawing (Assuming that the barricading will be done in a stretch of 100 m at four places simultaneously). Note : The payment schedule for item No. 5.10 shall be as follows Note :-Payment stages (i) 70% on installation (ii) 30% on removal/shift | rm | 880.00 | 2442.83 | 2149690.40 |

Testing, and commissioning of the Works and remedying of any defects;

- (e) the protection of the environment and adjacent structures which will be necessary preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects;
- (f) the location of and the authorisation required for and the means of diversion of any services and facilities required for the purposes of the Works.

The Contractor shall whenever required by the Engineer, submit details of the arrangement and methods which the Contractor proposed to adopt for the execution of the Works. No alteration to these arrangements or methods shall be made without the approval of the Engineer.

Performance security Amount 4.2 4.2.1

Within 30 days from date of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security, for an amount of ten per cent of the Contract value in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of a Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer. ~~The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security.~~ In case the Contractor fails to submit the requisite Performance Security within ~~60~~ **30** days from the date of issue of LOA, the Contract shall be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of UPMRC for a period of one year from date of issue of LOA. The approved form provided in the "Instructions to Tenderers" shall be used for Bank Guarantee.

The successful Tenderer shall have the following options for submission of Performance Security;

- i) Performance Security for an amount of 10% of Contract value, if the same is in the form of Bank Guarantee/FDR, it shall be valid up to 6 months beyond the Defect Liability Period, or
- ii) Performance Security in the form of two Bank Guarantees/FDRs, each for an amount of 5% of Contract Value with one Bank Guarantee/FDR valid up to 6 months beyond the date of completion of work and second Bank Guarantee/FDR valid up to 6 months beyond the Defect Liability Period, or

