



उत्तर प्रदेश मेट्रो रेल कॉर्पोरेशन 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.)

UPMRC/CE-CONTRACT/KNPAGSG-01/2020-21

Date: 11.12.2020

To,

All Bidders

Subject: - Reply to Pre-bid queries and Addendum-01 for tender KNPAGSG-01.

Ref: - Contract KNPAGSG-01: Manufacturing, Supplying, Installation, Testing and Commissioning of Signage and Graphics for 14 Nos. of Elevated Stations, 07 Nos. of Underground Stations & 01 Depot from IIT Kanpur Station to Naubasta Station (Kanpur MRTS-corridor 1), 04 Nos. of Elevated Stations & 04 Nos. of Underground Stations from Agriculture University to Barra-8 (Kanpur MRTS- corridor 2) for Kanpur Metro Rail Project and 06 Nos. of Elevated Stations, 07 Nos. of Underground Stations & 01 Depot from Sikandra to Taj East Gate (Agra MRTS-corridor 1) for Agra Metro Rail Project.

Dear Sir,

Please find enclosed herewith the reply to pre-bid queries and Addendum-01 to the tender KNPAGSG-01. Further, the submission and opening dates are revised as follows:

- Date & Time of submission of tender : **28.12.2020 upto 15:00 Hrs**
- Date & Time of opening of tender : **28.12.2020 @ 15:30 Hrs**

(Deepak Gupta)
CE/Contract
Lucknow

(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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Reply to Pre-Bid Queries KNPAGSG-01

Manufacturing, Supplying, Installation, Testing and Commissioning of Signage and Graphics for 14 Nos. of Elevated Stations, 07 Nos. of Underground Stations & 01 Depot from IIT Kanpur Station to Naubasta Station (Kanpur MRTS-corridor 1), 04 Nos. of Elevated Stations & 04 Nos. of Underground Stations from Agriculture University to Barra-8 (Kanpur MRTS- corridor 2) for Kanpur Metro Rail Project and 06 Nos. of Elevated Stations, 07 Nos. of Underground Stations & 01 Depot from Sikandra to Taj East Gate (Agra MRTS-corridor 1) for Agra Metro Rail Project.

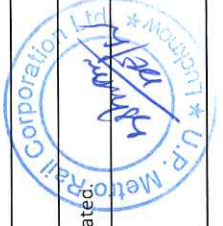
S. No.	Clause No.	Existing Clause	Bidder's Clarification	UPMRC's Reply
1	1.1.3.2 B (iv), T4, Annual Turnover, Vol-1, Page 8	T4 - Annual Turnover: The average annual turnover of last five financial years should be > Rs. 30 Crores.	As per CVC Office memorandum No. 12-02-1.CTE 6 Dr 17/12/2002 PT 3. for a work with an estimated cost of Rs.15 crores to be completed in two years, the criteria for average turnover in the last 5 years was kept as Rs.15 crores although the amount of work to be executed in one year was only Rs.7.5 crores. The above resulted in Pre qualification of a single firm. However in current tender Contract No. KNPAGSG-01 Annual Turnover required is average annual turnover of last five financial years should be greater than Rs 30cr. As per the CVC the same should be. Rs 15 Cr as the completion period is 3 years	As per Tender Conditions.
2	1.1.3.2, A1, Page-6, Vol-1	* "Similar work" for this contract shall be work involving Manufacturing and supply (with or without installation) of illuminated/reflective signage and graphics in transport related/Urban infrastructure projects like Metro Stations/Railway Stations/Airport/Stadium/ Highways etc.	Similar work including Highways work also, however MMRDA and DMRC are not counting the same work for the, signage and graphics for Metro. They have specifically disallowed the same by mentioning "works of Manufacture/ installation of advertisement boards/ horadings ect shall not qualify for "similar work " Further the total percentage of retro reflective which is the main components in Highway work, is only around 5%of the total estimated cost of the current tender, therefore as a prudent practice Highway work should not be count on similar work	As per Tender Conditions.
3	1.1.4 B. Eligible Applicants: Pt (vii) (C) (Page 4 of 9) NIT	Printing Machinery	In the tender, there is no requirement the bidder should have own the printing machinery. As the 60 to 70% of the work is related to printing. Further authority required 5 years of guarantee for screen printing therefore to maintain the quality products of this specification, bidder should own the Branded Printing Machinery. So Requirement of having Printing Machinery should be included in the tender to maintain the quality of the products.	As per Tender Conditions.
4	FORM OF TENDER - APPENDIX 15, FINANCIAL DATA, Point 4 of Note, Page-58, Vol-1	4. The above financial data will be updated to 30.09.2020 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. Selling rate of exchange at the close of business of the State Bank of India on the day twenty eight days before the latest date of Tender Submittal shall be considered for calculating equivalent value in INR.	It is not cleared from the tender clause E 4.2 financial data Note 4 whether inflation rate should be taken as simple rate or compounding for the purpose of financial data .	Inflation rate shall be on compounding basis.



	<p>The tenderers will be qualified only if they satisfy the criteria as given in para A-1 & A-2 below during last seven years ending 30.09.2020.</p> <p>A-1 Work Experience: The tenderers will be qualified only if they have completed work(s) during last 07 years ending 30.09.2020 as given below:</p> <p>(i) At least one "similar work" each of value of Rs. 18.00 crores OR</p> <p>(ii) At least two "similar work" each of value of Rs. 11.25 crores or more. OR</p> <p>(iii) At least three "similar work" each of value of Rs. 9.00 crores or more.</p>	<p>In the above calculation base. is Rs 22.50cr , however as per CVC , as the completion period is 3 years base of the calculation should be Rs 15 Cr .</p> <p>So the minimum eligibility criteria should be as follows : At least one "similar work" each of value of Rs. 9.00 crores or more. OR At least two "similar work" each of value of Rs. 7.5cr crores or more. OR At least three "similar work" each of value of Rs. 6.00 crores or more.</p>	<p>As per Tender Conditions.</p>
6	General	<p>On Page no. 4. Point no. vi. Talks about bidding in Joint Venture option but on page no. 2 Point No. 1.1.3.1 (i) talks about Joint venture and consortium not allowed. Please provide clarity if Joint Venture/ consortium is allowed or not</p>	<p>Please refer Clause 1.1.3.1 (i) of NIT.</p>
7	1.1.3.2, A1, Page-6, Vol-1	Similar Work	<p>Point No. A-1 similar work has been defined. Please confirm if Manufacturing and supply (with or without installation) of illuminated/reflective signage and graphics in railway station 'means' work done like for train graphics wrapping / pastings & any advertising or media selling Signages etc</p>
8	1.1.3.2, A1, Page-6, Vol-1	Similar Work	<p>Point No. A-1 similar work in Highways segment is given. Please confirm if similar work in highway segment shall be considered as retro reflective road way finding signages</p> <p>If these types of Signages like hoarding signages, signage work executed under government department such as promotion of government schemes like rural electrification, Jan Dhan yojna, Gas distribution etc .</p>
9	1.1.3.2, A1, Page-6, Vol-1	Similar Work	<p>what all kind of signages are covered under Stadium Signages in similar work consideration.</p>



10	1.1.3.2, B, Bullet 1 of Note, Page-8, Vol-1	In case the work is executed for private client, copy of work order/purchase order, bill of quantities, bill wise details of payment received certified by C.A/ certification of all payments received from client should be certified by bank., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.	Please confirm if only C.A certificate shall suffice or we need to provide certification of all payments received from client should be certified by bank, T.D.S certificates for all payments received. Please clarify.	Please refer Annexure 1 of Addendum-1.
11	1.1.3.2 B (iv), T4, Annual Turnover, Vol-1, Page 8	T4 - Annual Turnover: The average annual turnover of last five financial years should be > Rs. 30 Crores.	Why only T4 - Annual Turnover \geq 30 Crore average turnover is requested in last 5 years why it is not more than 45 Crore when tender value is 45 Cr.	As per Tender Conditions.
12	General		We would like to know if security deposit can be deposited partially by way of Bank guarantee and balance by DD.	Yes.
13	FOT, Appendix 15-16, Page- 58 & 59, Vol-1		In the format section (FOT), Appendix 15-16 does not have column for local content which needs clarification. Kindly elaborate.	For local content refer Appendix-20 of FOT.
14	General		As date of completion is more than 1 year, so kindly arrange to incorporate price variation clause in tender.	As per Tender Conditions.
15	General		We are doing way finding urban Signages which are related to road Signages transport in smart cities, hope this will qualify us as per your similar nature parameters of tender.	Please refer Clause 1.1.3.2 (A1) of NIT.
16	General		In the tender, mobilisation advance clause is deleted. It is requested to provide mobilisation advance against Bank Guarantee.	As per Tender Conditions.
17	General		Since, date of completion of the work is 36 months but there is no price variation clause is given annually as per RBI index. Price variation Clause should be included so that the Contractor are fully award of this implications of price variation clause and take the same into account while quoting their rates. This will protect the interest of Contractors as well as Metro Rail against the rising and declining the prices of components of the contract respectively. Price variation shall be based on the average price index of Quarter under consideration for the work done.	As per Tender Conditions.
18	Clause 1.1.7, Vol-1, Page 10. & Annexure 6 of ITT, Page 36 of Vol-1	Tenders shall be valid for a period of 180 days from the date of submission amount as per Annexure-6 of ITT in the form of a Bank Guarantee from Scheduled Commercial Bank in India.	Tender Security clause is need to be clarified as Tender Security amount of Rs. 45 Lakhs is required to be deposited in Form of BG with a bid validity of 180 days as mentioned on page no 10 of Volume 1. While in BG format provided at Page no 36 off 77 of Vol-1, Annexure 6, it is mentioned as 31.07.2020. Kindly provide the exact date of validity of BG required.	As per Clause 1.1.7 of NIT, bid validity is 180 days from the date of submission of bid. Tender Security shall be valid upto 31.07.2021 as per Clause C18.1 (c) of ITT.
19	General		The completion period is 36 months from the date of work order. Normally in all tenders where completion period is more than 1 years, price escalation is provided. Please clarify whether price variation clause as per the norms would be applicable or not.	As per Tender Conditions.
20	General		Request to incorporate the Mobilisation Advance of Bank Guarantee.	As per Tender Conditions.
21	General		Since work is to be carried out in 3 years, price variation clause is to be incorporated.	As per Tender Conditions.
22	General 1.1.3.1.1 (v), Vol-1, Page- 2& 3.		Elaborate on Local Content as mentioned on Page No 3 of Vol-1	The referred Clause / definition is self explanatory.



23	General	Will high mast Signanges installed at various Petro Pupms in Petroleum Sector be considered or not? As they are Signanges made from reflective films.	High mast signage installed at Petro Pumps shall not qualify as "Similar Work".
24	General	Exact Date filled tender security amount required. Kindly confirm.	Tender Security shall be valid upto 31.07.2021 as per clause C18.1 (c) of ITT.
25	1.1.3.2 B (iv), T4, T4 - Annual Turnover, five financial Vol-1, Page 8	The average annual turnover of last war footings which envisage that huge financial backing is always beneficial hence we would request that the turn over clause for the participants may be raised from 30 crores.	As per Tender Conditions.
26	1.1.3.2, A1, Pgae-6, Vol-1	Similar Work	As per Tender Conditions. Referred Clause is self explanatory.
27	General	We would request clarification for the payment procedure and time frame for making timely payment against completed work. What's the schedule for making such payments.	Please refer to Clause 11.6 of GCC.
28	General	Please clarify whether rates are inclusive/ excluding of GST.	Please refer Clause C2.6 c) & d) of ITT.



Summary Sheet of Addendum-1 : Tender KNPAGSG-01

Contract KNPAGSG-01: Manufacturing, Supplying, Installation, Testing and Commissioning of Signage and Graphics for 14 Nos. of Elevated Stations, 07 Nos. of Underground Stations & 01 Depot from IT Kanpur Station to Naubasta Station (Kanpur MRTS-corridor 1), 04 Nos. of Elevated Stations & 04 Nos. of Underground Stations from Agriculture University to Barra-8 (Kanpur MRTS- corridor 2) for Kanpur Metro Rail Project and 06 Nos. of Elevated Stations, 07 Nos. of Underground Stations & 01 Depot from Sikandra to Taj East Gate (Agra MRTS-corridor 1) for Agra Metro Rail Project.

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Clause 1.1.3.2, 2nd Bullet of Note, Vol-1, Page-7	<p><input type="checkbox"/> For the above, documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order/purchase order, bill of quantities, bill wise details of payment received certified by C.A/ certification of all payments received from client should be certified by bank, and T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.</p>	<p><input type="checkbox"/> For the above, documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order/purchase order, bill of quantities, bill wise details of payment received certified by C.A / certification of all payments received from client should be certified by bank, and T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.</p>	Annexure-1, Page 7 R
2	Clause 4.2.1, Performance Security Amount, GCC, Vol-2, Page-16 & 17.	Please refer the Clause 4.2.1.of GCC.	Please refer the revised Clause 4.2.1.of GCC.	Annexure 2, Page 16 R & 17R
3	Clause 1.1.2, Key details, NIT, Vol-1, Page-1	Please refer the table under Clause 1.1.2, Key Details.	Please refer the revised table under Clause 1.1.2, Key Details.	Annexure 3, Page 1 R



NOTE:-

- The tenderer shall submit details of work executed by them in the Performa of Appendices-17 of F.O.T. for the works to be considered for qualification of works experience criteria.
 - For the above, documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order/**purchase order**, bill of quantities, bill wise details of payment received certified by C.A. ~~certification of all payments received from client should be certified by bank.~~ **and** T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
 - Value of successfully completed portion of any ongoing work up to **30.09.2020** will also be considered for qualification of work experience criteria.
 - For completed works, value of work done shall be updated to **30.09.2020** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. **Selling rate of exchange at the close of business of the State Bank of India on the day twenty eight days before the latest date of Tender Submittal shall be considered for calculating equivalent value in INR.**
 - Criteria for work experience for "Manufacturing and supply (with or without installation) of illuminated/reflective signage and graphics" shall be satisfied by a single entity.
- B. Financial Standing:** The tenderers will be qualified only if they have minimum financial capabilities as below:
- (i) **T1 – Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.
- This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **Rs. 2.14 Crores** for this contract, net of applicant's commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.



- (d) the character of equipment and facilities needed preliminary to and during the manufacture, installation, execution, testing, Integrated 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~~ **03 (three)** 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. **The Bank Guarantee shall be valid up to 6 months beyond the Defect Liability Period. In case the contract value exceeds beyond 25% of the original contract value, the contractor shall have to submit additional performance security.**~~

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



- iii) ~~One part of Performance Security for an amount of 5% 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. For 2nd part of Performance Security for an amount of 5% of Contract value, amount shall be deducted at the rate of 5% of the gross amount of each running on-account bill, The Performance Security so deducted from running on-account bill, shall be released on completion of entire work in terms of Clause 4.2.3(i) of CCC. After achieving every 25% of financial progress w.r.t. Original Contract Value, Contractor can ask for release of such amount deducted towards Performance Security on submission of Bank Guarantee/FDR for an equal amount with validity up to 6 months beyond the date of completion Of work. The Contractor shall always have the option during the currency of Contract to submit 2nd part of Performance Security for an amount of 5% of Contract value in the form of Bank Guarantee/FDR with validity up to 6 months beyond the date of completion of work. In such a case, further deduction of Performance Security amount from running on account bill shall be stopped and the amount deducted towards Performance Security shall be released.~~

In case, if Contract is terminated due to Contractor's default in terms of GCC Clause 13.2, the full ~~10%~~ **3%** Performance Security amount shall be forfeited. Shortfall amount, if any, shall be recovered by the Employer from monies due to the Contractor under the Contract including, without limitation, and the Employer shall have the power to recover any balance from monies due to the Contractor under any other Contract the Employer and the Contractor.

In case the Contract value exceeds beyond 25% of the Original Contract Value, the Contractor shall have to submit additional Performance Security as follows:.

- (a) If variation amount on plus side exceeds 25% of the Original Contract Value either due to Employer's variation or due to Contractor's variation, the Contractor shall submit additional performance security equal to an amount of ~~10%~~ **3%** of the variation amount exceeding 25% of the Original Contract Value.
- (b) No additional Performance Security will be required to be submitted if the variation amount on plus side is within 25% of the Original Contract Value.

- | | | |
|-------------------|--------------|--|
| Forfeiture | 4.2.2 | Failure of the successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the tender security. |
| Release | 4.2.3 | The whole of the Performance Security amount shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of contract on the part of the Contractor. <ul style="list-style-type: none"> i. On completion of the entire work, one half of the Performance Security shall be refunded to the Contractor, on issue of Taking over Certificate by the Engineer, in accordance with Sub-Clause 9.1 and 9.2 of these conditions. This shall not relieve the Contractor from his obligations and liabilities, to make good that may be detected during the Defects Liability Period |



NOTICE INVITING TENDER (NIT)

1.1 GENERAL

1.1.1 Name of Work:

Uttar Pradesh Metro Rail Corporation (UPMRC) Ltd. invites Open Tenders on Local Competitive basis (LCB) from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work, "**KNPAGSG-01: Manufacturing, Supplying, Installation, Testing and Commissioning of Signage and Graphics for 14 Nos. of Elevated Stations, 07 Nos. of Underground Stations & 01 Depot from IIT Kanpur Station to Naubasta Station (Kanpur MRTS-corridor 1), 04 Nos. of Elevated Stations & 04 Nos. of Underground Stations from Agriculture University to Barra-8 (Kanpur MRTS- corridor 2) for Kanpur Metro Rail Project and 06 Nos. of Elevated Stations, 07 Nos. of Underground Stations & 01 Depot from Sikandra to Taj East Gate (Agra MRTS-corridor 1) for Agra Metro Rail Project**".

The brief scope of the work and site information is provided in ITT clause A1 (Volume-1) & Employer Requirements (Volume-3).

1.1.2 Key details:

Approximate cost of work	INR 45 Crores
Tender Security amount	INR 45 Lakhs
Completion period of the Work	36 Months
Tender documents on sale	From 16.10.2020 to 18.11.2020 (between 09:30 Hrs. to 17:30 Hrs.) on working days
Cost of Tender documents	23600/- (inclusive of 18% GST) (Demand Draft on a Scheduled Commercial bank based in India in favour of "Uttar Pradesh Metro Rail Corporation Ltd." payable at Lucknow.)
Last date of Seeking Clarification	23.11.2020
Pre-bid Meeting	23.11.2020 @ 15:00 Hrs.
Last date of issuing addendum	01.12.2020 <u>11.12.2020</u>
Date & time of Submission of Tender	18.12.2020 <u>28.12.2020</u> up-to 15:00 Hrs.
Date & time of opening of Tender	18.12.2020 <u>28.12.2020</u> @ 15:30 Hrs.
Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents	Chief Engineer / Contract, Uttar Pradesh Metro Rail Corporation, Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow-226010 (Email: cecontractlmrc@gmail.com)

