

**Contract KNPCC-02 : Reply to Pre-Bid Queries**

**Contract KNPCC-02: Construction of elevated viaduct and 9 Nos. elevated station (viz. IIT Kanpur Station, Kalyanpur Railway Station, SPM Hospital Station, Kanpur University Station, Gurudev Chauraha Station, Geeta Nagar Station, Rawatpur Railway Station, Lala Lajpat Rai Hospital Station & Motijheel Station) including special span on Priority Section of Corridor-1, Phase-I of Kanpur Metro at Kanpur, Uttar Pradesh, India**

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
1	Clause 4.6, Mix Design, Pg. No. 45, Vol.-5	<b>Cement Content</b> Cement content in concrete shall not be less than 400 kg/ cum for RCC work and 400 kg/ cum for PSC work under normal exposure as per IRS-CBC Table 4(c), clause 5.4.5.	We understand that the cement content specified in this clause refers to cementitious content and cement can be partially replaced with fly ash. Kindly confirm.	Use of flyash is not permitted. Kindly also refer <b>Annexure-11 of Addendum-1</b> .
2	Clause 4.1.2, Aggregate, Pg. No. 43, Vol.-5	Aggregates from natural sources shall be in accordance with IS:383.	We understand that the 100% use of crushed sand is permitted in concrete.	Use of crushed sand is permitted only in case of non-availability of river/pit sand, subject to approval of Engineer-in-charge.
3	Section 6, Reinforcement, Pg. No. 43, Vol.-5	-	No specific anti corrosive treatment for reinforcement steel is specified in the tender documents. Kindly specify if any anti corrosive treatment is to be provided or otherwise.	As per Tender Condition.
4	Item no. 13 of V01, Sch. B, Pg. No. 16-17, Vol.-4	(a) + back filling with coarse sand - PILE CAP QUANTITY	Kindly let us know if the use of crushed sand is permitted.	Use of crushed sand is permitted only in case of non-availability of river/pit sand, subject to approval of Engineer-in-charge.
5	Item no. 1 of V05, Sch. B, Pg. No. 25, Vol.-4	Providing TMT reinforcement steel of Fe-500D grade, from approved supplier, handling, straightening, cutting, bending, tying, lap welding, placing in position including bindingwire in diamond form at each reinforcement junction in all structural concrete at all heights and depths with all leads complete as per specifications and as directed including welding involved towards stray current protection effects as per the system approved by Engineer.	We hereby request you to kindly pay for authorized laps, chairs, spacers and couplers if required to be used. Kindly confirm.	Payment will be as per BOQ item, with Note.
6	Clause 9.7 (2), Testing of Piles, Pg. No. 134-138, Vol. 5 and Item no. 3 of V01, Sch. B, Pg. No. 15, Vol.-4	At every one KM initial load tests both vertical and horizontal is to be performed by the contractor	Number of tests seems to be on higher side. Kindly confirm.	This is as per Codal Provision.
7	Item no. 2 of V01, Sch. B, Pg. No. 15, Vol.-4	Providing and fixing permanent MS liner...	The clause provides for payment of permanent MS liner. Kindly let us know how the payment for temporary MS liner will be made.	No payment shall be made for temporary MS liner.
8	Clause 2 of Preamble, Pg. No. 2, Vol.-4	Schedule 'A' of Bill of Quantities comprises of General works of Viaduct, Stations as detailed in Clause 2.1 to 2.9 of Employer's Requirement (Functional). The tenderer has to quote percentage above/below/at par the rates against BOQ amount given in Schedule 'A'.	Kindly allow us to quote different percentages over different sections of schedule A.	As per tender conditions.
9	Appendix-14A of FOT : Resource Proposed for the project - Plants & Equipments, Pg. 81, Vol.-1	<b>S.No.- Const. Machinery - Max. Permissible age</b> 1. Mobile Crawler Cranes - 15 years 2. Gantries - 15 years 3. Mobile Tyre Mounted Hydraulic Cranes - 10 years 4. Launching Girders -10 years 5. Piling Rigs - 5 years 6. All other plant and machinery like transit mixers, trailers, Dumpers, Boom Placer, Excavators, Pressure vessel including Air Compressors, Diesel Generator Sets, and locomotives etc. - 10 years	Since the launching girder is not required for this project, same may kindly be deleted.  We further request that the permissible age of the machineries may kindly be increased to 15 years with an assurance from the contractor that he will deploy the machineries with good condition.	Please refer <b>Annexure-29 of Addendum-1</b> .  As per Tender Conditions.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
10	Appendix-2A, Work Area, Pg. 46, Vol.- 3	For casting yard, batching plant and other activities a plot of land of approx. 5 hectares will be made available by LMRC on "As is where is basis" near IIT Kanpur Station or at a location within a distance of 10 kms from alignment free of cost.	We feel that considering the quantum of work to be carried out, 5 hectares of land will be slightly inadequate. Therefore we hereby request you to kindly provide land of 7 hectares for accomodating hatching plants, casting yards, labour camps etc.	As per tender conditions.
11	Clause 1.1.2 of NIT, Key Details, Pg. 4, Vol.-1	Completion period of the Work = 24 Months	Considering the quantum and complexity of the work involved, completion period seems to be on lower side. You are requested to kindly revise the same to 30 months.	As per tender conditions.
12	Appendix-14B of FOT : Resource Proposed for the project - Plants & Equipments, Pg. 82, Vol.-1	c) Concrete Pumps = 4 Nos	Given that the contractor is required to deploy 3 nos of boom placer, requirement seems to be on higher side. It is requested that the same may kindly be reduced to 1 no.	As per tender conditions.
13	Appendix-5, Pg. 97, Vol.-7	MINIMUM MANPOWER REQUIREMENTS OF SHE ORGANIZATION BASED ON CONTRACT VALUE	Requirement of SHE personnel seems to be on higher side. It is requested to revisit the same. Further the clause indicates that two full time doctors will have to deployed for this project as Occupational health officer. We hereby request you to kindly allow the contractor to have tie ups with near hospital in lieu of deploying two doctors for this project.	As per tender conditions. Tie ups with near hospital shall be permitted.
14	Clause 11.2.1 of GCC, Mobilisation Advance, Pg. 47, Vol.-2	Mobilisation Advance shall be generally 5% of original contract value payable in two equal instalments or as mentioned in the Special Conditions of Contract.	Kindly pay interest free mobilization advance@ 10% of contract price as practised by most of the government organizations.	As per tender conditions.
15	Appendix-1 of FOT, Liquidity Damages, Pg. 66, Vol.-1	(ii) The maximum limit of Liquidated Damages on Key Dates shall be 10% of the total Contract Value (iii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.	Maximum ceiling of LD may kindly be kept at 5% as practised by most of the government organizations. Also, wehereby request you to kindly incorporate an equitable clause of bonus I incentive for early completion.	As per tender conditions.
16	Clause 12.5 (g) of GCC, Pg. 56, Vol.-2	In case Engineer introduces an item for which the Contract does not contain any rates or prices applicable to the varied Works, the rate of such items shall be derived, wherever possible, from rate for similar items available in the Bill of Quantities of the accepted Tender. In case this is not possible, the rate may be decided on the following basis: (i) Cost of Materials at current market price... + (ii) Cost of enabling works if any ..... + (iii) Cost of labour actually used at the site... + (iv) Hire charges for Plant & Machinery... + (v) An amount of 20% of items (i), (ii), (iii) and (iv) above.	The clause may kindly be revised to Cost of Materials at current market price + Cost of enabling works if any + Cost of labour actually used at the site + 20% contractor overhead and Profit+ Taxes as aplicable	As per tender conditions.
17	Clause A4.1 of ITT, Pg. 19, Vol.-1	Also in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.	We are exploring to have a JV with a foreign agency. Getting their documents authenticated by Embassy would require about 45 days time and therefore we request you to extend the due date of submission by atleast 1 month.	Please refer Annexure-1 of Addendum-1.
18	Clause-1.1.5 of NIT, Pg. 9 Vol.-1	Volume-1 Notice Inviting Tender (including Annexures 1 to 6) Instructions to Tenderers (including Appendix 1 & Annexures 1 to 12) Form of Tender (including Appendices 1 to 16)	In NIT Annexure 1 to 5 are available, please provide Annexure 6.  And in FOT Appendix 1 to 14B are available, please provide Appendix 15 & 16.	Please refer Annexure-2 of Addendum-1.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
19	Volume 1, ITT, Clause-C7.2, Pg. 28	.....The tenderer shall submit the name of the Designer proposed to be engaged along with the experience details in the relevant field....	As BOQ Volume 4 is provided, we understand that this is Item Rate Contract. Design is not in Contractor's scope Then is it necessary to submit the "Details of Designer". Kindly clarify	Yes, your understanding is correct. "Details of Designer" need not be submitted at the tender stage.
20	Volume 1, FOT – Appendix 12 General Information & Joint Venture Data - Point No.6, Pg. 78	For the applicant, (in case of group, for each constituent member), state the following information: • Date of incorporation of organisation. • Names and Titles of Directors or partners. • Does the company or firm have an office or branch office in India? If so, provide address(es) • (Applicants are to present this information on sheets which are to be clearly referenced as being in response to this Question 6.)	If the Applicant is JV of Indian & Foreign Partner, we understand that Appendix 12 General Information & Joint Venture Data - Point No.6 is Not applicable Kindly confirm	Point no. 6 is applicable.
21	Volume 1, FOT – Appendix 12 General Information & Joint Venture Data - Point No.7, Pg. 78	Does your company (in case of a group, each constituent member) combine the functions of a designer with those of manufacturer? Please elaborate.	If the Applicant is JV of Indian & Foreign Partner, we understand that Appendix 12 General Information & Joint Venture Data - Point No.7 is Not applicable Kindly confirm	Point no. 7 is applicable.
22	Volume 1, FOT – Appendix 12 General Information & Joint Venture Data - Point No.8, Pg. 78	In case of International applicants, is an Indian partner experienced in an appropriate discipline, a member of the Group? If Yes, provide list of disciplines / products.	If the Applicant is JV of Indian & Foreign Partner, we understand that Appendix 12 General Information & Joint Venture Data - Point No.8 is Not applicable Kindly confirm	Point no. 8 is applicable.
23	Volume 1, ITT, Clause A4.2(b), Pg. 19	nomination of one of the members of the partnership, consortium or joint venture to be incharge; and this authorisation shall be covered in the Power of Attorney signed by the legally authorised signatories of all members of consortium or joint venture;	We understand that nomination of one of the members of the partnership, consortium or joint venture to be incharge has authority to sign & submit the Tender on behalf of Joint Venture/Consortium. Kindly confirm.	Yes, your understanding is correct.
24	Volume 1, ITT, Clause F5.1, Pg. 42	Performance Security Bank Guarantee	Please confirm whether the bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform If yes, please provide SFMS details	Bank Guarantee shall be provided on requisite stamp paper.
25	Volume 1, NIT, Clause 1.1.10, Pg. 10	Tender Security Bank Guarantee	Please confirm whether the bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. If yes, please provide SFMS details	Please refer Annexure-7 & Annexure-8 of ITT, Vol.-1 for format of Bank guarantee.
26	Volume 1, NIT Clause 1.1.2, Pg. 4	Cost of Work as per NIT	Kindly confirm the Cost of Work as per NIT is Including GST. Kindly Confirm.	Kindly refer Clause C2.6 (d) of ITT.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
27	Volume 1, ITT, Clause C2.6(c.), Pg, 27	<b>Change in Taxes/Duty :</b> The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty or levy except otherwise mentioned in GCC or SCC till the completion date including the date of extended period of contract.	Please change the clause as" The Contract Price shall be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract unless a contrary provision exists in Special Conditions of Contract".	As per tender conditions.
28	Volume 2, GCC, Clause 11.1.4	<b>Change in Taxes/Duty :</b> The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract unless a contrary provision exists in Special Conditions of Contract.	Please change the clause as" The Contract Price shall be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract unless a contrary provision exists in Special Conditions of Contract".	As per tender conditions.
29	Volume 2 GCC Clause 8.5, Pg. 41-42	...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...	In case if the Designated Contractors cause delay to Contractor will Contractor get financial compensation.	As per tender conditions.
30		General Early Completion Bonus	If Contractor achieves Key Dates earlier than specified in Appendix 2B of Employers Requirements, whether Contract is entitled for earlier completion Bonus.  If yes, please specify the maximum limit of early completion Bonus.	As per tender conditions.
31	Volume 1, NIT, Annexure – 2 : Financial Data, Pg. 13	Financial Data for Latest Last 5 Years (Indian Rupees) i.e. 2012-2013, 2013-2014, 2014-2015, 2015-2016 & 2016-2017 Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.  <b>Note:</b> 5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2013, 2014, 2015, 2016 and 2017.	Please clarify the Financial Data for Latest Last 5 Years (Indian Rupees) are for years "2012-2013, 2013-14, 2014-15, 2015-16, 2016-17" OR "2013-14, 2014-15, 2015-16, 2016-17, 2017-18"  Audited balance sheets, including all related notes, income statements for the last five audited financial years are "2012-2013, 2013-14, 2014-15, 2015-16, 2016-17" OR "2013-14, 2014-15, 2015-16, 2016-17, 2017-18"(For Indian Applicant)  Audited balance sheets, including all related notes, income statements for the last five audited financial years "2013, 2014, 2015, 2016 & 2017" OR "2012, 2013, 2014, 2015 & 2016" (For Foreign Applicant)	Latest five year financial data means : FY data for the year 2012-2013, 2013-14, 2014-15, 2015-16, 2016-17 (For Indian applicant)  FY data for the year 2013, 2014, 2015, 2016 and 2017 (For Foreign applicant)



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
32	Volume 1, NIT, Annexure – 3A, Pg. 14	Financial Data for Construction work done during the Latest Last 5 Audited Financial Years i.e. 2012-2013, 2013-2014, 2014-2015, 2015-2016 & 2016-2017  Note: 2. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.	Please clarify the Financial Data for Latest Last 5 Years (Indian Rupees) are for years "2012-2013, 2013-14, 2014-15, 2015-16, 2016-17" OR "2013-14, 2014-15, 2015-16, 2016-17, 2017-18"  Audited Financial Statements of the last five financial years are "2012-2013, 2013-14, 2014-15, 2015-16, 2016-17" OR "2013-14, 2014-15, 2015-16, 2016-17, 2017-18"(For Indian Applicant)  Audited Financial Statements of the last five financial years are "2013, 2014, 2015, 2016 & 2017" OR "2012, 2013, 2014, 2015 & 2016" (For Foreign Applicant)	Latest five year financial data means : Audited FY data for the year 2012-2013, 2013-14, 2014-15, 2015-16, 2016-17 (For Indian applicant)  Audited FY data for the year 2013, 2014, 2015, 2016 and 2017 (For Foreign applicant)
33	Vol-3, Employer's requirement Pg 23 , CI-5	Design Life : The design life of all the Permanent Works shall be 120 Years	As BOQ is provided, we understand that this Contract is Item Rate Contract and Contractor is not suppose to design any permanents structure, so Contractor is not responsible for Design Life of any permanent Structure.	Design of permanent works is not in the scope of this work. Contractor is responsible for the quality of construction work & quality of materials used, which affects the design life of structure.
34	Vol-3, Employer's requirement, Cl.2.1.2 ( xxxiii), Pg 13.	VIADUCT: The contractor has to get necessary permission/ NOC from the railway, road, municipal and other concerned regulatory authorities for block and working in such locations.  LMRC will assist for getting the permission from concerned regulatory authorities for working in such locations.	1. We request you that all the permissions be obtained by employer except labour license. 2. Any unusual delay by concerned regulatory authorities in issuing such permissions/ NOC for "line and power blocks" etc. shall be suitably compensated to the Bidder / Contractor for time extension & cost overrun. Please confirm. 3. All costs relating to securing the "line and power blocks" including deposits, if any, would be borne by LMRC. Kindly confirm.  Request to consider suitable extension of time in case of delay due to Demolition.	1. Kindly refer Clause 1(2) & Clause 2.1.3 (xxii) of Employer's Requirement- Functional. 2. The referred clause is self explanatory.  3. Kindly refer Clause 2.1.2 (xxxiii) of Employer's Requirement-Functional.  As per Tender conditions, Extension of time etc. shall be governed by relevent condition of GCC/SCC.
35	Vol-3, Employer's requirement, Pg 16 , Cl 2.1.6 (q)	Tree cutting & transplanting after getting permission of forest department / nodal agencies (permission of tree cutting to be arranged by LMRC). The payment of the same shall be made as per the relevant head of schedule 'A'	1. Kindly provide number & girth of trees to be removed in each contract package. 2. Please clarify whether in case of trimming of branches of trees, the same shall be paid separately. 3. All costs relating to 'Tree Cutting' approval including compensatory afforestation, if any, etc. would be borne by LMRC. Please confirm.	1. No such details available 2.No. 3.Payment shall be made as per relevent items of BOQ.
36	Vol-3, Employer's requirement, Pg 46 , Appendix 2A	WORKS AREAS: For casting yard, batching plant and other activities a plot of land of approx. 5 hectares will be made available by LMRC on "As is where is basis" near IIT Kanpur Station or at a location within a distance of 10 kms from alignment free of cost. This land shall be made good for such offsite activities as needed by the Contractor at no extra cost to the employer	1. We assumed that LMRC shall provide well graded & well compacted casting yard. We have not considered any piling foundation for casting yard area	1. As per tender conditions. Work areas will be provided to the contractor free of cost on "as is where is" basis in accordance with Appendix 2A of Employers Requirement.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
37	Vol-3, Employer's requirement, Attachment A, Pg. 87	CONTRACTOR'S LABOUR CAMP: The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water and provision of bathrooms, latrines and urinals, with adequate water supply, for his staff and workmen directly or through sub-contractors employed on the Works at the location authorised by Engineer.	Can labour camp to be accommodated in casting yard ? if not please provide location of labour camp within project site area	Kindly refer to Attachment A of Employer's Requirement Vol. 3.
38	Vol-3, Employer's Requirement , CI-2.9.3 , Pg. 21	SCOPE OF WORK UNDER BOQ ITEMS (SCHEDULE 'B' & 'C') The shifting of the utility(s) would be undertaken only in exceptional circumstances where in the opinion of the Employer no other option is available. The utilities are to be diverted with proper liaising and approval of the utility owning agencies. For the utilities which are not to be diverted proper supporting shall be done to prevent any damage. Contractor shall be paid for diverting the utilities under relevant item heads. No payment shall however be made for supporting and protecting the utilities during course of the work.	Presence of utility may affect the design and construction schedule since utility mapping is not provided in tender documents. Please provide utility mapping drawings	Utility identification has to be carried out by contractor. Kindly also refer Clause 2.1.6(a) of Employers Requirement / Functional, Vol.-3
39	Vol.-2, GCC CI -4.18 ,Pg 23	Electricity, Water , Gas: The Contractor shall be responsible for making his own arrangement 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	Please provide source of water for construction works.	As per tender conditions. Kindly also refer to Clause No. 2.1.14 of Section-2, General of Technical Specifications, Vol. 5.
40	Vol.-2, GCC CI -4.12 ,Pg 21	Right of way and facilities: The Employer will acquire and provide land for Permanent Works and right of way (within LMRC's land) for access thereto over routes established by the Contractor. The Contractor shall bear all cost and charges for special 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 facility outside the Site which he may require for the purpose of the Works. The Employer reserves the right to make use of these service roads/rights of way for itself or for other Contractors working in the area, as and when necessary without any payment to the Contractor.	1. In order to enable the contractor to plan the work in accordance with Key Dates; it is requested to confirm the availability of 100% encumbrance free land well in advance of commencement date. Otherwise land release schedule may be provided to contractor along with LOA to plan work accordingly. Kindly confirm 2. Please provide the present status of ROW and schedule of transfer of land to Contractor 3. Please provide the specific width of the ROW as would be provided by KMRC in the road & off the road	1) & 2) Required land/ areas shall be made available in accordance with Clause 2.2 of GCC. 3) Kindly refer to Clause 2.1.6(d) & Clause 2.1.9 of Employer's Requirement-Functional.
41	Vol.-2, GCC CI -2.2 ,Pg 11	Access to and possession of the site: The Employer shall grant the Contractor right of access to, and / or possession of, the Site progressively for the completion of Works. Such right and possession may not be exclusive to the Contractor. The Contractor will draw/modify the schedule for completion of Works according to progressive possession/right of such sites.	i. Request to provide Schedule of handing over of site to plan the Construction Schedule. ii. It is assumed that site handed over to Contractor shall be encumbrance free. Please confirm. iii. If there is any delay in getting the Site Access and delay in getting the Possession of site for which contractor is not responsible, reasonable EOT along with additional cost if any incurred by the Contractor shall be provided by Employer. Please confirm.	(i) & (ii) - Required land/ areas shall be made available in accordance with Clause 2.2 of GCC. (iii) Time/ Cost compensation, etc. shall be governed by relevant Clauses of GCC/SCC.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
42	Vol-2, SCC Cl.8.5 , Pg.85	Liquidated damage ( Clause 8.5 of SCC): Liquidated damages as per the rates given in the Appendix 2B ( Employer's Requirements - Appendix 2B )shall be levied for any delay in completing these areas as per these key dates including an overall completion of the work.  ii) The maximum limit of liquidated damages on key dates shall be limited to 10% of the contract value. However, this limit of liquidated damage shall be 15% of the contract value after including any sums accepted by employer for payment to any designated contractor on account of default of contractor.	i. Request for provision of reimbursement of deducted Liquidated damages in case the Contractor achieves subsequent milestones.  ii. Request to limit to maximum of LD 5% instead of 10% (Key dates of individual Mile stone).  iii. Request to revise maximum limit of LD to 10% instead of 15%.  iv. If the Contractor achieves the final completion and handing-over within the contractual milestones, request the Employer to refund the Liquidated Damages if any levied against any intermediate milestone.	(i), (ii), (iii) & (iv). As per tender conditions.
43	Vol-3, Employers requirement-Functional 1.(2) , Pg.12	SECTION B - EMPLOYER'S REQUIREMENTS – FUNCTIONAL The Contractor shall be responsible for obtaining all necessary approvals from the relevant Public/ Government/ Local/ Statutory or any agencies in the design and construction of the works	Any delay on account of Government Authority to issue relevant approval is an event beyond the control of contractor and shall entitle the contractor extension of time and with proper cost compensation. Please clarify.	As per tender conditions.
44	Vol-3, Employer's Requirement, Cl.2.10 ( vii), Pg. 22	UTILITIES: NOC & Approval of schemes of Diversion of Utilities from the concerned regulatory /statutory / Local Authority is the responsibility of the Contractor and nothing extra is payable on this account	Any delay on account of Local Authority to issue relevant approval is an event beyond the control of contractor and shall entitle the contractor extension of time and with proper cost compensation. Please clarify	As per tender conditions.
45	Vol.-2, GCC Cl -11.2.1 ,Pg 47	Mobilisation Advance: Mobilisation Advance shall be generally 5% of original contract value payable in two equal installments or as mentioned in the Special Conditions of Contract. The first installment shall be paid after mobilisation has started and next installment shall be paid after satisfactory utilization of earlier installment. Mobilisation advance shall be paid interest free against acceptable Bank Guarantee from a scheduled commercial bank in India. The value of Bank Guarantee taken towards security of "Mobilisation advance" shall be 110% of the advance taken by the contractor. The Contractor, once the 50% mobilization advance has been recovered, shall have a one-time option to reduce the Bank Guarantee for the mobilization advance by the amount recovered.	We request you to pay us an interest free mobilization advance @ 10% of contract amount and oblige.	As per tender conditions.
46	Vol.-2, SCC Cl-11.1.3, Pg. 86	Price variation: The rates as per the accepted Bill of Quantities shall be applicable till the completion of the Work and will be varied only to the extent of permissible price variation under this Clause. However, this adjustment shall be to the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Price variation formula, the rates in the accepted Bill of Quantities shall be deemed to include amounts to cover the contingency of such rise or fall in costs.	We request you to kindly provide basic rates for Cement, Reinforcement steel, Bitumen and price variation be paid based on the difference between actual purchase price and basic rates and oblige.	The referred clause is self explanatory. Basic rates of labour, materials & fuel shall be the rates in the month in which the tender was opened.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
47	Vol.-2, SCC CI-11.1.4, Pg. 89	<p>Changes in cost due to legislation: "Change in Law" means the occurrence or coming into force of the following, at any time after the date of submission of tender</p> <p>(a) any new tax which is imposed after the due date of submission of tender (b) change in the rate of any existing tax.</p> <p>The Contract Price shall not be adjusted due to any of the above two conditions and its impact shall be considered covered in the price indices of various components and thus compensated in Price Variation Clause. Also, the Contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.</p>	<p>Request you to consider adjustment of Contract price due to change in rate of Tax , Imposition of new tax and / or change in Royalty.</p>	As per tender conditions.
48	Vol.-2, SCC CI 4.11 , Pg 77	<p>Access Route: If during the execution of the Works the Contractor shall receive any claim arising out of the execution of the Works in respect of damage to highways or bridges, he shall immediately report the facts to the Engineer. The Contractor shall negotiate a settlement in respect of such claims and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto.</p>	<p>The Contractor shall be responsible for any delay or damage, if it occurs due to reasons attributable to the Contractor. If not attributable to the Contractor, the Contractor shall be suitably compensated in time and cost. Please change the clause accordingly.</p>	As per tender conditions.
49	Vol.-2, SCC CI-5.3.1, Pg. 83	<p>Construction and/or Manufacture Documents: If the Engineer has reasonable cause for being dissatisfied with the proposals set out in the Contractor's drawings or documents, the Engineer shall, within a period of 28 days from the date of submittal, require the Contractor in writing to make such amendments thereto as the Engineer may consider necessary. The Contractor shall make and be bound by such amendments at no additional expense to the Employer and shall resubmit the amended drawings or documents for Engineer's consent.</p> <p>Within 14 days of notification of the Engineer's consent the Contractor shall provide the Engineer with the type and number of sets of the relevant drawings or documents as stipulated in the Employer's Requirement.</p>	<p>In case of any substantial delay in approval of design data, then suitable time and cost compensation has to be provided to the Contractor. Request to modify the clause accordingly.</p>	As per tender conditions.
50	Vol.-2, SCC CI-12.3,Pg.92	<p>Employer's variation: "Employer's Variation" means a change in the Employer's Requirements which makes necessary alteration or modification of the Design, quality or scope of Works as described by or referred to in the Employer's Requirements. Changes to any sequence, method or timing of construction, manufacture or installation and changes to any part of the Site or the Works Areas or access thereto will not constitute Employer's Variation.</p>	<p>Revised Proposal:-"Employer's Variation" means a change in the Employer's Requirements which makes necessary alteration or modification of the Design, quality or scope of Works as described by or referred to in the Employer's Requirements. Changes to any sequence, method or timing of construction, manufacture or installation and changes to any part of the Site or the Works Areas or access thereto will not constitute Employer's Variation</p>	As per tender conditions.





S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
51	Vol.-2, GCC Cl -2.2 , Pg. 11	Access to and possession to site: If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence. After receipt of such notice the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.	Request to provide provision for suitable cost compensation in the contract if the delay incurred is totally unreasonable and unfair and cannot be foreseen by any experienced Contractor	As per tender conditions.
52	Vol.-2, GCC Cl -2.3 , Pg.11	Permits, Licenses or Approvals: It shall be Contractor's exclusive responsibility to get approvals, permits or license required for the Contract. However, the Employer shall (where he is in a position to do so) provide reasonable assistance to Contractor at the request and cost of the Contractor in getting Permits, License or Approvals required during the Contract	1.Please confirm that any delays as a result of obtaining approvals/permits/licenses from any authorities that are beyond the control of the Contractor shall not be considered as non-performance 2. Contractor is required to obtain approval , permit related to their scope of work only	1 & 2. As per Tender Conditions.
53	Vol.-2, GCC Cl -4.4b , Pg 17	Facilities for and coordination with others: Unless and until copies of all relevant and necessary design co-ordination statements have been submitted to the Engineer, the Engineer shall be entitled to suspend any review or further review of the Contractor's or the other contractor's design submissions. Such suspension shall not be grounds for the Contractor to claim nor shall be entitled to receive an extension of time or additional payments.	The Contractor cannot be held responsible for the failure of other Contractors design co-ordination / design submission activities. Please provide some provision for suitable time and cost compensation for delays not attributable to Contractor.	As per tender conditions.
54	Vol.-2, GCC Cl -4.4g , Pg 18	Facilities for and coordination with others: If the Contractor shall suffer delay by reason of failure by any Designated Contractor to meet the specified installation interfacing and co-ordination, completion dates, which delay shall be caused otherwise than by fault of the Contractor, or, if compliance with sub-clause (f) herein shall involve the Contractor in delay beyond that which could be reasonably foreseen by an experienced contractor at the time of tender, then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under the Contract.	In addition to time, suitable cost compensation shall also be provided in case of any delay not attributable to the Contractor. Request to modify the clause accordingly.	Time / cost compensation, etc. shall be governed by relevant clause of GCC/SCC.
55	Vol.-2, GCC Cl -4.4 , Pg 18 - last paragraph	<b>Facilities for and coordination with others:</b> If any act or omission of the Contractor whether directly or indirectly results in the delay in the execution of the works of a Designated Contractor, the Contractor, in addition to his liability in respect of liquidated damages if they become due, shall pay to the Employer,	Please link this Clause with that of Clause 8.5 so that the max LD is limited to 15% (which states that the total maximum of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC).	Please refer Annexure-31 of Addendum-1.
56	Vol.-2, GCC Cl -4.7, Pg 19	Compensation: Any breach of Sub-clauses 4.5 to 4.6 shall entitle the Employer to rescind the contract under Clause 13.2 of these conditions and also render the Contractor liable for loss or damage arising due to such cancellation.	Kindly delete this clause.	As per tender conditions.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
57	Vol.-2, GCC Cl 4.17 , Pg 23	Protection of the environment: The Contractor shall take all reasonable steps to protect the environment(both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations.....	Protection of the environment shall be limited to within Site premises only as the Contractor could not be held responsible for Environmental impacts in outside the site locations. Please modify the clause accordingly.	As per tender conditions.
58	Vol.-2, GCC Cl 9.2 , Pg 44/68	Taking over of Part of the Works: The Engineer may, at the sole discretion of the Employer issue a Taking Over Certificate for any part of the Permanent Works by following the procedure stipulated in Clause 9.1 above.....	In case of Part taking over, then Defect Liability Period has to be accounted for the said section from the date of its Taking over, please clarify.	Kindly refer to Clause 10.1 of SCC.
59	Vol.-2, GCC Cl 11.1.2 ii), Pg 46	Maintaining Records and Availing Exemptions: (ii) In case of Contractor's failure in availing the exemptions as stipulated above, the recovery of equivalent amount will be made from Contractor's dues.	In case of Contractor's failure in availing the exemptions as stipulated in this clause, the recovery of equivalent amount will not be made from Contractor's dues. Kindly change this clause as above.	As per tender conditions.
60	Vol.-2, GCC Cl 11.2.1, Pg 47	Mobilization Advance: Mobilisation Advance shall be generally 5% of original contract value payable in two equal installments or as mentioned in the Special Conditions of Contract.....The value of Bank Guarantee taken towards security of "Mobilisation advance" shall be 110% of the advance taken by the contractor.	Kindly change to the value of Bank Guarantee taken towards security of "Mobilisation advance" shall be 100%.	As per tender conditions.
61	Vol.-2, GCC Cl 15.3, Pg 64	Insurance against injury to Persons and Damage to Property: The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 15.2) or to any person (except persons insured under Sub-Clause 15.4 or to any person .....	Request to have limitation for the no. of incidents (say 4 nos.)	As per tender conditions.
62	Volume 2, GCC-Cl.no 1.1.3.1,Defination and Interpretation , Pg7	"Commencement date": "Commencement Date" means the date on which the Contractor shall commence the Works on the written instructions of the Employer contained in the Notice to Proceed.	Request to date of commencement as handing over of unencumbered land (ROW) rather than Contract signing.	As per tender conditions.
63	Volume 2, GCC-Cl.no 4.2,Performance Security , Pg. 15	"Performance Security": Within 30 days of receipt of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security 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 for an amount of ten per cent of the Contract value in types and proportions of currencies in which the Contract Price is payable.	We presume members of JV can submit Bank Guarantees in the ratio of their share aggregating to total value of Bid security. Please confirm.	Kindly refer 2nd para of Clause F5.1 of ITT, Pg. 42, Vol.-1.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
64	Volume-2, GCC-CI.no 4.29 , Pg. 25	<b>Discoveries:</b> All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest, in addition to oil and other minerals discovered on the Site shall be the absolute property of the Government of India and the Contractor shall take all the necessary precautions to prevent its workmen or its sub-contractors' workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof, acquaint the Engineer of such discovery and carry out the instructions of the Engineer.	Discovery shall be considered as "Unforeseeable event" and subsequent EOT and Cost compensation for halting of work to be reimbursed by Employer. Please confirm.	As per tender conditions.
65	Volume 2, GCC CI 6.1, Pg 31	Engagement of staff and labour: The Contractor shall make his own arrangements for the engagement of staff and labour at his own cost.	Request to provide rent free land for labour colony.	As per tender conditions. Kindly refer Clause 1 of Attachment A of Employer's Requirement, Vol.-3.
66	Volume 2, GCC CI 8.8, Pg. 43	Consequences of suspension : Suspension period above 30 days :- >As per Daily rate of wages for idle labour/employees >70%of the rate hire charges for idle plant and machinery (excluding cost of fuel and lubricants) > 15% above all these items to cover overhead costs	Suspension period above 30 days :- We request to provide Compensation for suspension without any limit starting from first day till the date of termination.  In case of instruction to demobilisation, demobilisation and remobilisation cost should be considered as applicable. Loss of momentum and to regain that momentum, appropriate time extension should also need to be considered	As per tender conditions.
67	Volume 2, GCC cl 10.9, Pg 46	<b>Performance Certificate:</b> The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer and delivered to the Contractor at the end of 'Defect Liability Period, stating the date on which the Contractor completed his obligations related to completion of works and rectification of defects during Defect Liability Period to the Engineer's satisfaction. Only the Performance Certificate shall be deemed to constitute approval of the Works	Request to issue Performance Certificate within 7 days of the latest date of defect notification period and Employer shall return performance security to the Contractor within 7 days after receiving a copy of performance certificate. Please confirm.	As per tender conditions.
68	Volume 2, GCC CI 17.9, Pg 70	Arbitration: Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. The Employer shall provide a panel of three arbitrators for the claims up to Rs.5 million and a panel of five Arbitrators for claims of more than Rs.5 million.....The arbitration proceedings shall be held in Lucknow only. The language of proceedings, that of documents and communication shall be English.	We request Arbitration procedure to be followed as per "The Arbitration and Conciliation act, 1996" and subsequent Amendment of the Act. Please confirm	As per tender conditions.
69	Volume -3, Employer's Requirement/ Functional, Cl-2.1.3, Pg. 14	Anti-Carbonation paint under stations concourse / track / platform, etc.	We understand that anti carbonation paint is required in the stations only. Please clarify the same is required for viaduct superstructure or not.	Yes your understanding is correct. However, same may also be provided at other locations as per instructions of Engineer-in-charge.
70	Volume -3, Employer's Requirement/ Functional, Cl-2.1.3 (vii)	Size of bore well	Bore well size is not mentioned, kindly provide the same	Dia of the bore shall be 300mm.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
71	Volume 6 Tender Drawing KNPDD01-TDR-EL0-VDC-DWG-01225	Concrete crash barrier	We understand that concrete crash barrier is not required for all piers. Kindly clarify.	About 96% to 98% of piers require crash barrier.
72	Volume-3, Employer's Requirements, General	-	We understand that no protection is required for reinforcement bar used in substructure and superstructure work. Kindly confirm.	As per Tender Conditions.
73	Volume-6 , Tender Drawings	-	Kindly provide Auto-CAD version of Tender drawings.	Tender drawings are being provided in soft copy alongwith addendum-1. Detailed drawings shall be provided to the contractor after award of work. It should be noted that these drawings are indicative in nature. Work shall be executed at site based on approved drawings.
74	Volume -3, Employer's Requirement, CI-2.1.6.a	The shifting of the utility(ies) would be undertaken only in exceptional circumstances where in the opinion of the Engineer no other option is available. Cost of such utility shifting will be paid separately under relevant item of BOQ.	We understand that if any major utility like HT Lines encountered in the metro line section, shifting of the same shall be carried out by LMRC through respective DISCOM'S. Kindly confirm	Diversion/ Raising height of two nos. HT Lines crossing the Metro alignment on either side of SPM Hospital Station will be carried out by LMRC at its own cost.
75	Volume-3, Employers Requirements, CI-2.1.3-xxii	The contractor has to get necessary permission/ NOC from the railway, road and other concerned regulatory authorities for block and working in such locations. LMRC will assist for getting them permission from concerned regulatory authorities for working in such locations.	1. Any unusual delay by concerned regulatory authorities in issuing such permissions/ NOC for line and power blocks etc. shall be suitably compensated to the Bidder / Contractor for time extension & cost overrun. Please confirm. 2. All costs relating to securing the "line and power blocks" including deposits, if any, would be borne by LMRC. Kindly confirm.	1. As per tender conditions. 2. Kindly refer to Clause 2.1.2(xxxiii) of Employer's Requirement-Functional.
76	Volume-3, Employer's Requirement, CI-2.1.3-xxii	Tree cutting & transplanting after getting permission of forest department / nodal agencies (permission of tree cutting to be arranged by LMRC). The payment of the same shall be made as per the relevant head of schedule 'A'	1. Kindly provide number & girth of trees to be removed in each contract package. 2. Please clarify whether in case of trimming of branches of trees, the same shall be paid separately. 3. All costs relating to 'Tree Cutting' approval including compensatory afforestation, if any, etc. would be borne by LMRC.  Please confirm.	1. No such details available 2.No. 3.Payment shall be made as per relevent items of BOQ.
77	Volume-3, Employer's Requirement, CI-10.1	URBAN PLANNING FUNCTIONAL REQUIREMENTS	Kindly inform land acquisition status at station locations of all contract packages.	Required land/ areas shall be made available in accordance with Clause 2.2 of GCC.
78	Volume 1, CI-1.1.2 Key Dates	Date &time of Submission of Tender 30.03.2018 up to 15:00 Hrs.	You will appreciate the fact that, subject tender involves significant quantum of work which needs to be examined in detail and hence, we seek some more time to prepare and submit a comprehensive and competent Techno-Commercial proposal and in the same context it is requested to extend the bid submission due date by four (4) weeks from bid due date i.e.27/4/2018	Please refer Annexure-1 of Addendum-1.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
79	NIT	Completion Period 24 months.	Considering the time required for total scope of works , it is not feasible to meet the KDs and project completion indicated. We request you to increase the project duration from 24 months to 36 months and modify the Key dates accordingly. Please Confirm.	As per tender conditions.
80	NIT	07.03.2018	We request you to extend the last date of clarification up to 16.03.18.	As per tender conditions.
81	Vol-2 GCC CI.No: 2.2	.....For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims whatsoever shall be paid or entertained on this account.....	It is common in metro projects that works are delayed due to non handing over of "Site" by the Employer within the stipulated time duration. In case of delay in providing access to and possession of Workareas/Site by the employer to the contractor, the contractor will incur losses in terms of additional cost and time. Therefore, it is requested to modify the Clause in order to avoid speculative bidding and potential increase in the Contract Price. In case of delay in account of resettlement, kindly compensate the contractor interms of time and cost.	As per tender conditions. Time / cost compensation, etc. shall be governed by relevant clause of GCC/SCC.
82	Vol-2 GCC CI No:4.12	The Employer will acquire and provide land for Permanent Works and right of way (within LMRC's land) for access thereto over routes established by the Contractor. The Contractor shall bear all cost and charges for special or temporary rights of way which he may require including those for access to the Site.	We request you provide status of land acquisition by LMRC.	Required land/ areas shall be made available in accordance with Clause 2.2 of GCC.
83	Vol-2 GCC CI No:4.23	In this Clause "physical conditions" means natural physical conditions, which the Contractor encounters at Site while executing the Works excluding climatic conditions.	We request you to modify Clause GCC 4.23 : In this Clause, "physical conditions" means natural physical conditions and <b>man-made and other physical obstructions and pollutants</b> , which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions .....	As per tender conditions.
84	-	Geotechnical data not provided in tender documents.	We request you to provide geotechnical data.	



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
85	Vol-2 GCC CI.No: 4.9	The Employer shall have made available to the Contractor with the Tender documents such relevant data in Employer's possession on hydrological and sub-surface conditions. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the Employer or Engineer is not warranted with respect to the viability of his design and execution of Works and the Contractor shall be responsible for interpreting all such data.	<p>It is not possible for the bidder to verify all the site data and sub soil conditions. The bid price will be based on the details and reports provided along with tender documents. Request Employer to own the responsibility of the documents like Geotechnical reports etc issued by the Employer himself. Replace GCC Clause 4.9 Site data with the following:</p> <p>The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.</p> <p>To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):</p> <p>(a) the form and nature of the Site, including sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects, (d) the Laws, procedures and labour practices of the Country, and (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.</p>	Geotechnical investigations have not been carried out by LMRC. Hence no Geotechnical reports are available. However, Geotechnical data/report submitted by M/s RITES in the DPR of Kanpur Metro is being provided as <b>Annexure-28 of Addendum-1</b> for reference purpose only. Also, Kindly refer Clause 2.1.2(i) & 2.1.3(i) of Employer's Requirement-Functional, wherein detailed Geotechnical investigation of foundation locations and submission of report are in the scope of work of the Contractor.
86	Vol-2 GCC CI No:11.1.4 SCC 11.1.14	The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract unless a contrary provision exists in Special Conditions of Contract.	We request you to adjust the contract price to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies.	As per tender conditions.
87	Vol-2 SCC CI No:11.1.4	"Change in Law" means the occurrence or coming into force of the following, at any time after the date of submission of tender. (a) any new tax which is imposed after the due date of submission of tender (b) change in the rate of any existing tax. The Contract Price shall not be adjusted due to any of the above two conditions.	We request you to Suitably compensate in terms of time and cost due to change in law i.e introduction of any new tax after the due date of submission of tender & Change in rate in the existing tax. This will avoid speculative bidding.	As per tender conditions.
88	Vol-2 GCC CI No:11.6.1	After preliminary scrutiny and certification by the Engineer, payment of 80% of the certified interim amount shall be made by the Employer within 14 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 28 days, from the date of the preliminary certification of the bill by the Engineer.	We request you to release payment of 80% of the certified interim amount by the Employer within 7 days and balance 20% within 14 days.	As per tender conditions.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
89	Vol-2 GCC Cl No:11.2.1	Mobilisation Advance shall be generally 5% of original contract value. Mobilisation advance shall be paid interest free against acceptable Bank Guarantee.	We request you to provide 10% of CV interest free mobilization advance.	As per tender conditions,
90	Vol-2 SCC Cl.No:12.5	Rates shall be negotiated only if the variation in individual items or the group of items is more than 25% on plus side and if the variation is on minus side (saving) in any item or group of item, the payment shall be made as per the rates in the contract for the actually executed quantity of the item.	We request you to delete the provision from SCC Cl.No:12.5 and GCC Para 12.5(f). This may lead to increase in contract price, it shall not be beneficial to Employer.	As per tender conditions,
91	Vol-2 SCC Cl.No:17.11	As regard the fee of the arbitrator (s), the employer shall fix the fee from time to time which shall be payable to the arbitrators. Any other expenditure shall be as agreed by both the parties.	We request you to the cost of arbitration to be finalized in terms of the Arbitration & Conciliation, 1996 (as amended from time to time).	As per tender conditions,
92	Emp Req-Functional Cl No: 1(2)	The Contractor shall be responsible for obtaining all necessary approvals from the relevant public /Government /Local/ Statutory or any agencies in the design and construction of the works.	We request Employer to obtain all necessary approvals from the relevant public /Government /Local/ Statutory or any agencies in the design and construction of the works for effective progress of works and avoid in delays.	As per Tender Condition. Please refer clause 2.3 of GCC also.
93	Emp Req-Functional Cl No: 2.1.2(xxxi)	Demolition of RCC framed /Steel structures, brick masonry buildings including basement, Road Footpath, Kerb Stone, FOB etc. as existing at site on the alignment without making damage to adjacent structures, utilities and taking away all the debris and released materials etc.	We request Employer to obtain all necessary approvals for demolition of RCC framed /Steel structures, brick masonry buildings including basement, Road Footpath, Kerb Stone, FOB etc. as existing at site on the alignment.	Kindly refer Clause 1(2) & 2.1.2(xxxiii) of Employers Requirement, Functional.
94	Emp Req-Functional Cl No: 2.1.2(xxxiii)	The contractor has to get necessary permission/ NOC from the railway, road and other concerned regulatory authorities for block and working in such locations.	We request Employer to obtain all necessary permission/ NOC from the railway, road and other concerned regulatory authorities for block and working in such locations.	As per tender condition. Kindly also refer Clause 1(2) & 2.1.2(xxxiii) of Employers Requirement, Functional.
95	Emp Req-Functional Cl No: 2.1.6.a	the Contractor would modify the span configuration at such locations to save the utility(s) or to meet out the obligatory requirements within the accepted price.	We request you to compensate in terms of time and cost for any modification in the span configurations.	As per tender conditions.
96	Emp Req-Functional Cl No: 2.1.6.b	Site clearance and dismantling of obstructions etc., before commencement of work.	We request you to obtain any permissions/NOC for dismantling of obstructions.	Kindly refer Clause 1(2) & 2.1.2(xxxiii) of Employers Requirement, Functional.
97	Emp Req-Functional Cl No: 2.1.6.s	The platform and station length of 140m shown in tender drawing may change during detail design stage considering the rolling stock dimensions. No claim on account of change in length of platform & station limit will be entertained.	We presume that contractor will be paid as per the actual quantities executed on site during construction. We request you to compensate in terms of time & cost for any modification i.e increase in length of platform & station limit and same shall be treated as employers variation, without applicability of clause 12.5(f) of SCC.	As per tender conditions.
98	Emp Req-Functional Cl No: 2.10(vii)	NOC & Approval of schemes of Diversion of Utilities from the concerned regulatory / statutory / Local Authority is the responsibility of the Contractor and nothing extra is payable on this account.	We request you to obtain NOC & all Approvals of schemes of Diversion of Utilities from the concerned regulatory / statutory / Local Authority.	As per tender conditions. Kindly also refer Clause 1(2), Clause 2.1.6 (a) Clause 2.10, Employer's Requirement-Functional.
99	Emp Req-Functional Cl No: 2.10	Contractor shall be paid for diverting the utilities under relevant Schedule. No payment shall however be made for supporting the utilities during course of work.	We request you to compensate for supporting of utilities also.	As per tender conditions.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
100	Vol.-4, BOQ, Preamble 5	Schedule 'D' of Bill of Quantities comprises of Items covered in DSR-2016 but not covered in Schedule A, B & C as detailed in Clause 2.1 to 2.9 of Employer's Requirement (Functional).	We request you to confirm that the rates will be considered as per the Amendments/corrections/slips of DSR-2016 issued from time to time.	Confirmed.
101	Vol-4 Sch-B Item V01.1	Rate shall include provision of A class MS Steel pipes of 50mm outer Diameter as per technical specification, 2.9mm thick (light) as per IS:1239 in all piles at the time of casting to be used for cross-hole sonic test. Pipes shall extend from ground level to bottom of pile where pipe shall be sealed at bottom. Rate shall include filling of tubes after sonic test using standard cement non-shrink mortar before casting of pile cap/transition block.	We request you to kindly confirm whether MS steel pipes are to be provided in all piles for conducting cross-hole sonic test.	MS steel pipes are to be provided in all piles.
102	General	-	We request you to kindly provide utility drawings.	No such drawings available. Utility identification for stations has to be carried out by contractor. Kindly also refer clause 2.1.6(a) of Employers Requirement, Functional.
103	Emp Req-Functional CI No: 2.10, Vol.-3	-	Land required for utility diversions shall be obtained by Employer.	As per Tender Conditions.
104	Emp Req. Appendix-2A Work Areas, Vol.-3	For casting yard, batching plant and other activities a plot of land of approx. 5 hectares will be made available by LMRC on "As is where is basis" near IIT Kanpur Station or at a location within a distance of 10 kms from alignment free of cost.	We request you to provide 7 Hectares land for casting yard purpose.	As per tender conditions.
105	Emp Req-Construction CI No: 14.6, Vol.-3	The dumping sites to be used shall be arranged by the Contractor at his own cost.	We request you to provide dumping yard locations.	Disposal of muck /earth is to be arranged by contractor at his own cost. Kindly also refer note of item No. V01 (1) of Schedule B of BOQ, Vol-4.
106	Emp Req Appendix-2B Key dates for Viaduct, Vol.-3		Request you to modify time to achieve the Key dates (KD2) from 9 weeks to 12weeks.	As per tender conditions.
107	Emp Req Appendix-2B, Vol.-3		We presume that penalties imposed on non achieving of intermediate key dates will be reimbursed upon achieving of final key date. Please confirm.	As per tender conditions.
108	Vol-1 FOT-Appendix-1	(i) Liquidated damages shall be levied as per the rate given in appendix 2B of Employer's Requirement for delay. (ii) The maximum limit of Liquidated Damages on Key Dates shall be 10% of the total Contract Value (iii) Total maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC.	We request you to limit the Max limit of LD including sums payable by the employer to designated contractors is 10%.	As per tender conditions.
109	Emp-Req Attachment-A, Vol.-3	The Employer will not provide living accommodation for the use of the Contractor or any of his staff or labour employed on the Works. Living accommodation shall not be established on any land provided to the contractor by the Employer.	We request you to allow the contractor to establish labour camp facilities in casting yard land which will provided by Employer. Please confirm	Kindly refer to Attachment A of Employer's Requirement Vol. 3.
110	Drg No: KNPDD01-TDR-ELO-VDC-DWG-1125, Vol.-6	In the Drawing lifting of U-girder shall be done from Top Flanges.	General in all other metros, the lifting of U-girder shall be done from the soffit. Please confirm that the flanges of U-girder is suitably designed for lifting also. Please confirm.	Lifting arrangement shown in Tender drawings are indicative in nature. Lifting of U-girder shall be done from soffit.





S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
111		Station construction includes precast beams and cast-in-beams.	We request you to change the station construction with precast pier arms, Track arms & beams only. It will save	As per tender conditions.
112	FOT Appendix-14B	the minimum number of equipment required provided by employer.	We request you to allow the contractor to mobilize the equipments as per construction requirement. If all equipments proposed by employer deployed, it will lead to idling of resources. Please confirm.	As per tender conditions.
113	Emp Req Appendix-2B	Key dated mentioned for Track supporting structure including track bed in station area.	As per the scope works mentioned in Employer requirements-stations, the track bed is not under the scope of contractor. Please confirm.	Track bed is not under the scope of this work. Please refer Clause 2.1.8.1 (iii) of Employer's Requirement -Functional.
114	Vol-6, Drawings		We request you to provide span wise substructure & superstructure details for planning and resource allocation purpose.	Adequate details have been provided.
115	Vol-6, Drawings		Kindly provide drawings in Autocad format.	Tender drawings are being provided in soft copy alongwith addendum-1. Detailed drawings shall be provided to the contractor after award of work. It should be noted that these drawings are indicative in nature. Work shall be executed at site based on approved drawings.
116	General	Documents are provided in scanned PDF format	Kindly provide tender documents in readable PDF format.	Soft copies of Tender document are being provided alongwith Addendum-1.
117	NIT	Bid Due Date 30.03.2018	We request you to extend the date of submission by at least Four (4) Weeks from the present submission date. i.e upto 30.04.2018.	Please refer <b>Annexure-1 of Addendum-1</b> .
118	ITT	The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour cess, Octroi, and other levies payable to various authorities. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same quarterly with running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.	Kindly clarify whether any benefits/ concessions can be availed for this project.	As per tender conditions.
119	GCC SCC	2.2 The Employer shall grant the Contractor right of access to, and/or possession of the Site progressively for the completion of works. 4 Site access schedule will be consistent with the resettlement plan for the section.	Request you to handover the site free of encumbrances to Contractor. Kindly provide the schedule for progressive handling over of site.	As per tender conditions.
120	GCC	For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims whatsoever shall be paid or entertained on this account.	In case of delay due to handing over of site, Contractor shall be entitled for suitable extension of time and additional cost compensation. Kindly confirm.	Time / cost compensation, etc. shall be governed by relevant clause of GCC/SCC.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
121	SCC	The Geotechnical and other related data provided by the Employer are based on the investigation conducted by LMRC and are for reference purposes only.	Kindly provide the Geotechnical report.	Geotechnical investigations have not been carried out by LMRC. Hence no Geotechnical reports are available. However, Geotechnical data/report submitted by M/s RITES in the DPR of Kanpur Metro is being provided as <b>Annexure-28 of Addendum-1</b> for reference purpose only. Also, Kindly refer Clause 2.1.2(i) & 2.1.3(i) of Employer's Requirement-Functional, wherein detailed Geotechnical investigation of foundation locations and submission of report are in the scope of work of the Contractor.
122	SCC	First paragraph of Clause 8.5 of GCC is replaced by the following: i) As various designated contractors have to start working in parallel to on going work, contractor has to complete and handover areas and plant rooms as per the key dates stipulated in Appendix 2B of Employers Requirement before the final completion date of the contract. Liquidated damages as per the rates given in the Appendix 2B shall be levied for any delay in completing these areas as per these key dates including an overall completion of the work. ii) The maximum limit of liquidated damages on key dates shall be limited to 10% of the contract value. However, this limit of liquidated damage shall be 15% of the contract value after including any sums accepted by employer for payment to any designated contractor on account of default of contractor.	In case of achievement of key dates, we request you to reimburse the amount which is levied as Liquidated damages to Contractor. Please confirm.	As per tender conditions.
123	SCC	Sub Clause 11.1.1 (i) of GCC is replaced as under: (a) The contract price, subject to any adjustment thereto in accordance with the contract shall be all inclusive (including all taxes, duties, royalties etc.) including Goods and Service Taxes (GST). (b) The contract price shall be quoted in Indian Rupees Only. (c) Taxes and duties paid to the sub-vendors shall not be paid separately and therefore are to be included in the price.	We understand that our quoted rates shall be inclusive of Labour cess. Kindly confirm.	Yes, your understanding is correct. Quoted rates shall be inclusive of Labour cess.
124	SCC	(d) Tenderers shall submit an undertaking that neither they nor their sub-contractors / sub-vendors shall avail the deemed export benefit as the same shall be availed directly by LMRC and retained.	Kindly clarify whether the deemed export benefit can be availed for this project.	Undertaking has to be furnished that deemed export benefits are not availed by the tenderer nor their sub-contractors / sub-vendors.
125	SCC	Base date - month in which tender was opened	Request to change the base date as "28 days prior to the final date of bid submission".	As per tender conditions.
126	SCC	Refer: Clause 11.1.4 of GCC The contract price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract.	We request you to consider- In case of change in rate of GST and existing taxes/ duties/ cess/ levies etc. and introduction of any new tax/ duty/ cess etc., the cost impact due to such a change shall be paid to the Contractor. Kindly confirm.	As per tender conditions.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
127	SCC	<p>Clause 11.1.4 of GCC is replaced as under            "Change in Law" means the occurrence or coming into force of the following, at any time after the date of submission of tender.            (a) any new tax which is imposed after the due date of submission of tender            (b) change in the rate of any existing tax.            The Contract Price shall not be adjusted due to any of the above two conditions and its impact shall be considered covered in the price indices of various components and thus compensated in Price Variation Clause. Also, the Contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.</p>	<p>We request you to consider-            In case of change in rate of GST and existing taxes/ duties/ cess/ levies etc. and introduction of any new tax/ duty/ cess etc and on account of fluctuations in foreign exchange rates, the cost impact due to such a change shall be paid to the Contractor. Kindly confirm.</p>	As per tender conditions.
128	Employer's Requirements- Functional	<p>The Contractor shall be responsible for obtaining all necessary approvals from the relevant Public/Government/Local/Statutory or any agencies in the design and construction of the works.</p>	<p>In case of any delay on account of Public/ Government/ Local/ Statutory or any agencies to issue necessary approvals which are beyond the control of contractor, then Contractor shall be entitled to an extension of time and cost compensation. Please confirm.</p>	<p>As per tender conditions.            Extension of time etc. shall be governed by relevant conditions of GCC/SCC.</p>
129	Employer's Requirements- Functional	<p>The contractor has to get necessary permission/ NOC from the railway, road and other concerned regulatory authorities for block and working in such locations. LMRC will assist for getting them permission from concerned regulatory authorities for working in such locations. Railway charges for Traffic/Power block, if any, shall be borne by LMRC.</p>	<p>In case of any delay on account of concerned regulatory authorities to issue permission/ NOC which are beyond the control of contractor, then Contractor shall be entitled to an extension of time and cost compensation. Please confirm.</p>	<p>As per tender conditions.            Extension of time etc. shall be governed by relevant conditions of GCC/SCC.</p>
130	Employer's Requirements- Functional	<p>Utility identification at foundation locations will be done by the contractor, prior to commencement of work and in case utility(s) is encountered or obligatory requirement is to be met out; the contractor shall modify the span configuration at such location out of the standard spans configuration provided in the tender drawing to save the utility (i.e.) or to meet obligatory requirements within the accepted price. Shifting of utility (i.e.) would be done only in exceptional cases where in the opinion of the Engineer no other option is available. Contractor shall be paid for diverting the utilities under relevant Schedule. No payment shall however be made for supporting the utilities during course of work.            vii) NOC &amp; Approval of schemes of Diversion of Utilities from the concerned regulatory / statutory / Local Authority is the responsibility of the Contractor and nothing extra is payable on this account.</p>	<p>In case of any delay on account of concerned regulatory / statutory / Local Authority to issue NOCs/ approvals which are beyond the control of contractor, then Contractor shall be entitled to an extension of time and cost compensation. Please confirm.</p>	<p>As per tender conditions.            Extension of time etc. shall be governed by relevant conditions of GCC/SCC.</p>



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
131	Employer's Requirements - Construction	The Contractor is not permitted to cut any trees without the permission of the Employer. The Employer has assessed the number of trees existing within the right-of-way and has arranged permission from Forest Department cutting back or removal of trees which are deemed to be affected by the right of way (i.e. within the limits of permanent works) construction works. The trees requiring to be felled will be removed from ground level up by the Contractor prior to commencement of the works.	Kindly confirm the following: i) Status of approvals from Forest Dept. ii) In case of delay in getting approvals by the Employer which may in turn affect the progress of work, the Contractor shall be entitled for suitable extension of time and cost compensation.	i. The referred clause is self explanatory. ii. Extension of time, etc. shall be governed by relevant provisions of GCC/SCC.
132	Employer's Requirements	For casting yard, batching plant and other activities a plot of land of approx. 5 hectares will be made available by LMRC on "As is where is basis" near IIT Kanpur Station or at a location within a distance of 10 kms from alignment free of cost. This land shall be made good for such offsite activities as needed by the Contractor at no extra cost to the employer.	Request you to consider that the work areas will be made available by LMRC on the date of Letter of Award to the Contractor.	The location of Casting Yard, Batching Plant area & Stacking Depot are mentioned in Appendix 2A of Employers Requirements (Pg 46). Work area will be provided to the contractor as per the approved construction program.
133		SPAN ARRANGEMENT - MAIN LINE-SHEET4 of 17 , SHEET5 of 17 , DRG-NO KNPDD01-TDR-ELO-VDC-DWG-01063 & KNPDD01-TDR-ELO-VDC-DWG-01063 HT lines are passing above the alignment.	The scope of shifting HT line- Will the employer make arrangements to shift the HT line before handing over of the land?	Diversion/ Raising height of two nos. HT Lines crossing the Metro alignment on either side of SPM Hospital Station will be carried out by LMRC at its own cost.
134	B	Station structure including track supporting structure, commercial area, column, Pre cast and Cast-in-situ beams, slabs, staircases, parapets, canopies, gutters, facades, RCC Water Tank (Underground / Overhead), Entry-Exit Structures and other structures at all levels as shown in the elevations, cross sections and all floor plans and other tender drawings,	Is station roof structure fabrication and erection included in the scope of work?	Roof structure at platform level is not in the scope of this contract. However, PEB Structure & sheeting for Steel Staircases/Ladders & FOB structure is in the scope of this contract. Kindly refer item 1 & 2 of S03, Sch.-C, Vol.-4, BOQ.
135	Employers Requirements- Appendix2B	Keydate 8 for stations : Completion of all architectural works of stations	Is there any major architectural works excluded from scope?	Kindly refer to Clause 2.1.3(i) to (xxii) of Employer's Requirement-Functional and also schedule-C of BOQ for scope of work for Stations.
136	Employers Requirements- Appendix2B	Keydate 14(Taking over date)- Completion of entirework as per contract	Duration of 104 weeks for this project is highly optimistic. Considering the volume of work invloved, ie, construction of 9 stations and viaduct,request the employer to consider increasing the project duration to 30 months.	As per tender conditions.
137	Drawing KNPDDO'TDRS00STCRS411 41	Foundation details for FOB not shown in the drawing	Please provide the type and dimensions of foundation.	The same shall be as per approved drawings provided to the contractor in detailed design stage.
138	Clause 1.1.2 Key details of NIT, Vol.-1, Pg. 4	Completion period of the Work - 24 months	Request to increase the Project Duration from 24 Months to 30 Months	As per tender conditions.
139	Clause 1.1.2 Key details of NIT, Vol.-1, Pg. 4	Date & Time of Submission of Tender -30.03.2018 upto 15:00 Hrs.	Request to extend Tender submission date by three weeks till 20 April 2018.	Please refer Annexure-1 of Addendum-1.
140	Clasue 1.1.3 Key details of NIT, Vol.-1 Pg. 4	This work shall be financed through equity participation of the Government of India and Government of Uttar Pradesh and other appropriate means.	Request you to clarify the source of Funds by "Other appropriate means" – Is it through International financial Loan assistance".	The referred clause is self explanatory.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
141	Clause 1.1.4.1 Eligible Applicants: Sl. No. viii of NIT, Vol.-1, Pg. 5	A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium. However, one of the substantial partner in case of JV shall have experience of Viaduct/Bridge/Flyover.	We request to change the qualification criteria as "All the partners in the JV shall have experience of Viaduct/Bridge/Flyover".	As per tender conditions.
142	Clause C2.2 c of ITT, Vol.-1, Pg.24	Tenderer should also submit priced BOQ in MS Excel format on a CD in sealed condition in Financial Package. The format/sequence should not be altered and should be submitted same as provided with the tender documents. In case of any discrepancy between hard copy & soft copy, hard copy will prevail.	It is not feasible to get the entire pricing document reproduced into excel without any alteration. Hence, request the Employer to provide Bidders with Excel Sheet of all BOQ's of Volume-4 which is protected and having all links and macros such that the Bidder enters only the percentage above/at- par/ below departmental estimate. This will ensure a tamper proof excel file. Additionally this file can be printed and submitted as the Commercial offer instead of the Bidder filling Volume-4 with ink.	BOQ in MS excel format is provided with Addendum-1 for ease of working.
143	Clause - C 2.6 (d) of ITT, Vol.-1, Pg. 27	Monthly return of GST (GSTR-3B) of the contractor for the relevant period/ periods along with detailed statement (GSTR 1 & GSTR 2) and copy of challans in regards to deposit of taxes for LMRC project. Certificate of the Chartered Accountant in regards to turnover of the contractor relating to LMRC project and GST paid/ adjusted through input tax credit.	Is this certificates needs to be submitted in tender stage? Or after award of contract? Please clarify.	The certificates as referred in the clause, are to be submitted after award of contract.
144	Cl. No. C 2.6 of ITT, Vol.-1, Pg. 26-27	....Contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty or levy.	We request you for suitable reimbursement for any change in taxes, duties, levies or introduction of new tax, duty or levy.	As per tender conditions.
145	Clause C18.1 of ITT, Vol.-1, Pg. 31	Tenderer shall submit with his Tender a Tender Security for the sum mentioned in NIT in the form of: a)..... b)..... c).....	We understand that the Tender security sum as mentioned in the NIT can be in any other form a) or b) or c). Please clarify.	Tender security shall be submitted in any form a) or b) or c) as mentioned in Clause C18.1 of ITT.
146	Clasue C25.2 of ITT, Vol.-1, Pg. 32	The original and all copies of the tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and all the pages of the original and all copies shall be signed by a person or persons duly authorised to signon behlf of the tendere, pursuant to sub-paragraphs A4.1 or A4.2, as the case may be.	We understand that all original documents needs to be signed in person and photocopy of the same need to be submitted, not required to signed by authorised person again in the photocopy of original. Please clarify.	Yes your understanding is correct.
147	Annexure-11 of ITT, Vol.-1, Pg. 60	<b>Designation - Qualification</b> *Project Manager (Team leader) - Graduate in Civil Engg *Dy. Project Manager - Graduate in Civil Engg *Interface Manager - Graduate in Civil Engg with knowledge in MS Project Software *Planning Engineer - Graduate in Civil Engg with knowledge in MS Project Software *Electrical Engineer - Graduate in Electrical Engg *Mechanical Engineer - Graduate in Mechanical Engg	Request to change the Clause as follows: <b>Designation - Qualification</b> *Project Manager (Team leader) - Graduate /Diploma in Civil Engg *Dy. Project Manager - Graduate/ Diploma in Civil Engg *Interface Manager - Graduate/ Diploma in Civil Engg with knowledge in MS Project Software *Planning Engineer - Graduate/ Diploma in Civil Engg with knowledge in MS Project Software *Electrical Engineer - Graduate/ Diploma in Electrical Engg *Mechanical Engineer - Graduate/ Diploma in Mechanical Engg	As per tender conditions.
148	Annexure-11, Sl. No 4 of ITT, Vol.-1, Pg. 60	Planning Engineer	Request to consider Total minimum experience as 5 years instead of 10 years.	As per tender conditions.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
149	Sl. No iii of Appendix – 1 of FOT Vol.-1, Pg. 66 & CL:8.2 of the GCC, Vol.-2, Pg. 40	Time for Completion' of work from date of commencement of the work - 24 Months	Please provide the land-acquisition status of the alignment. In case of delays due to land acquisition, would have an impact in the overall completion and thereby request Employer to give time extension and compensate costs for such delays.	Required land/ areas shall be made available in accordance with Clause 2.2 of GCC. Extension of time etc. shall be governed by relevant provisions of GCC/SCC.
150	Sl. No iv of Appendix – 1 of FOT, Vol.-1, Pg. 66 & CL:8.5 of the GCC, Vol.-2, Pg. 41	Total Maximum limit of LD including sums payable by the employer to designated contractors is 15% as mentioned in GCC	Request to revise maximum limit of LD to 10% instead of 15%.	As per tender conditions.
151	Sl. No iv of Appendix – 1 of FOT, Vol.-1, Pg. 66 & CL:8.5 of the GCC, Vol.-2, Pg. 41	The Maximum limit of Liquidated damages on Key Dates shall be 10 % of total the Contract Value	Request to limit to maximum 5% instead of 10%.	As per tender conditions.
152	Sl. No iv of Appendix – 1 of FOT, Vol.-1, Pg. 66 & CL:8.5 of the GCC, Vol.-2, Pg. 41	Liquidated damages shall be levied as per the rate given in Appendix 2B of Employer Requirements for delay	If the Contractor achieves the final completion and handing-over within the contractual milestones, request the Employer to refund the Liquidated Damages if any levied against any intermediate milestone.	As per tender conditions.
153	Appendix 14A - S.No (5) of FOT, Vol.-1 Pg. 81	Piling Equipment Rotary Rig	Request to increase the Maximum permissible age from 5 years to 10 years	As per tender conditions.
154	Cl. No. 1.5 (h) of GCC, Vol.-2, Pg. 10	(g)..... (h) The outline design specification (i).....	Since it is Construction Contract, request to change the order of priority.	Please refer Annexure-3 of Addendum-1.
155	Cl. No. 1.6 of GCC, Vol.-2, Pg. 10	The Construction and/or Manufacture Documents shall be in the custody and care of the Contractor during the Contract. Unless otherwise stated in the Employer's Requirements, the Contractor shall provide three copies for the use of the Engineer and assistants (as referred to in Sub-Clause 5.3)	If the Employer has any Electronic Data Management System (EDMS), the Contractor could also implement the same and all documents could be exchanged in digital form instead of printing multiple copies. If any such EDMS is existing please advice such that the Tenderer can consider the same in the cost. This could support in reduction of usage of paper. Please Clarify.	As per tender conditions.
156	Cl. No. 2.2 of GCC, Vol.-2, Pg. 11	For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims whatsoever shall be paid or entertained on this account.	Request to provide area/ land/RoW handover schedule and in-case of any delays in such handover, request Employer to consider providing both Extension of Time and Cost compensation as is the normal process in other metros. You will appreciate that it is not possible for us to foresee the delay "Due to Employer" for consideration of cost.	Required land/ areas shall be made available in accordance with Clause 2.2 of GCC
157	Cl. No. 2.3 of GCC, Vol.-2, Pg. 12	<b>Permit, Licences or Approvals</b>	The Tenderer acknowledges the contents of this clause. However, please confirm that approvals & clearances from Government local authorities and private land owners would be obtained by the Employer.	As per tender Condition. Kindly also refer Clause 1(2) & Clause 2.1.2 (xxxiii) of Employers Requirement, Functional.
158	Clause 4.1 of GCC, Vol.-2, Pg. 14	The Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of his Tender to cover all his risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper design, manufacture, execution, installation, completion, testing, Integrated Testing whichever is in the scope of the contract, commissioning of the Works and remedying of the Defects.	Request Employer to clarify all queries of the Tenderers such that this clause could be duly acknowledged by the successful Contractor.	All the queries of the tenderers are being clarified through reply to pre-bid queries & Addendums.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
159	Clause 4.2.1 of GCC, Vol.-2, Pg. 15	Within 30 days of receipt of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security 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 for an amount of ten percent of the Contract value in all types and proportions of currencies in which the Contract Price is payable.....	Please consider 5% of the Contract Price as the Performance Security	As per tender conditions.
160	Clause 4.4 (b) of GCC, Vol.-2, Pg. 17	Unless and until copies of all relevant and necessary design co-ordination statements have been submitted to the Engineer, the Engineer shall be entitled to suspend any review or further review of the Contractor's or the other contractor's design submissions. Such suspension shall not be grounds for the Contractor to claim nor shall be entitled to receive an extension of time or additional payments.	As design is not in our scope, we request to delete this clause of design Coordination. Further contractor should be suitable compensated for time and cost for delays not attributable to Contractor.	As per Clause C7.2 of ITT, Design of temporary works for completion, testing & commissioning of the permanent works is within the scope of the contractor
161	Clause 4.4 (f) & (g) of GCC, Vol.-2, Pg. 18	f.) The Contractor shall afford all reasonable opportunities, for carrying out their work, to other contractors employed by the Employer and their workmen respectively and the workmen of the Employer who may be engaged on or near the Site of any work, ancillary to the Works, but, not included in the Contract and shall not cause them inconvenience. g) If the Contractor shall suffer delay by reason of failure by any Designated Contractor to meet the specified installation interfacing and co-ordination, completion dates, which delay shall be caused otherwise than by fault of the Contractor or if compliance with sub-clause (f) herein shall involve the Contractor in delay beyond that which could be reasonably foreseen by an experienced contractor at the time of tender, then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under the Contract.	In addition to time, suitable cost compensation shall also be provided in case of any delay not attributable to the Contractor. Request to modify the clause accordingly.	As per tender conditions.
162	Clause 4.4 of GCC, Vol.-2, Pg. 18	Last Paragraph: If any act or omission of the Contractor whether directly or indirectly results in the delay in the execution of the works of a Designated Contractor, the Contractor in addition to his liability in respect of liquidated damages if they become due, shall pay to the Employer, or the Engineer may deduct from Interim Payment Certificates such amount as the Engineer shall have certified in respect of additional payments or costs to the Designated Contractor in respect of any such delay.	Please link this Clause with that of Clause 8.5 so that the max LD is limited to 10%	Please refer Annexure-31 of Addendum-1.
163	Clause 4.5.3 of GCC, Vol.-2, Pg. 19	The contractor shall be responsible for the acts or defaults of any sub-contractor, his representative or employees, as fully as if they were the acts or defaults of the contractor, his representatives or employees and nothing contained in sub-clause (a) of clause 4.5 shall constitute a waiver of the contractor's obligations under this contract.	As per clause there is no sub-clause (a) of clause 4.5 in the SCC or GCC. Please clarify.	Please refer Annexure-4 of Addendum-1.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
164	Clause 4.7 of GCC, Vol.-2, Pg. 19-20	Any breach of Sub-clauses 4.5 to 4.6 shall entitle the Employer to rescind the contract under Clause 13.2 of these conditions and also render the Contractor liable for loss or damage arising due to such cancellation	Kindly delete this clause	As per tender conditions.
165	Clause 4.9 of GCC, Vol.-2, Pg. 20	The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in Employer's data at any stage will not constitute ground for any claim for extra time and costs	As being item rate contract, therefore, it would be appropriate to have a suitable provision for time and costs compensation in case of any discrepancy in data or error no attributed to contractor.  Also the time period of 24 months (with the extension requested to 30 months) is very stringent, so contractor will not find enough time to validate the Employers data.	As per tender conditions.
166	Clause 4.11 of GCC, Vol.-2, Pg. 21	The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use.....  The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability if availability of any particular access route, and will not entertain any claim for any non-suitability of non-availability for continuous use during....	Request to consider compensation in case of delays caused due to non-availability of continuous access	As per tender conditions.
167	Clause 4.12 of GCC, Vol.-2, Pg. 21	The Employer will acquire and provide land for Permanent works and right of way (within LMRC's land) for access thereto over routes established by the Contractor. The Contractor shall bear all cost and charges for special 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 facility outside the Site which he may require for the purpose of the Works. The Employer reserves the right to make use of these service roads/ rights of way for itself or for other Contractors working in the area, as and when necessary without any payment to the Contractor.	Please provide the expected date/schedule of handing over of land and right of way to the Contractor for permanent works (ROW). In case of any delay, then Contractor has to be suitably compensated in time and cost.  We request for suitable cost for any charges for special or temporary rights of way which contractor may require including those for access to the Site as it is highly difficult to foresee such cost at this stage.  Please confirm the road width & right of way available for construction along the viaduct stretch & station location.	Required land/ areas shall be made available in accordance with Clause 2.2 of GCC.  As per tender conditions.  Kindly refer to Clause 2.1.6(d) & Clause 2.1.9 of Employer's Requirement-Functional.
168	Appendix 14A, S .No (5) of FOT, Vol.-1, Pg. 81	Piling Equipment Rotary Rig	The aging of piling rig of 5 years is too short. As performance of major hydraulic equipment's generally doesn't fall before 10 yrs. Request to make it 10 yrs.	As per tender conditions.
169	Clause 4.13 of GCC, Vol.-2, Pg. 21	Entire Clause	1. In-order to prepare and submit a realistic programme, the details of area/ RoW handover will be required. Request to provide the same.	Required land/ areas shall be made available in accordance with Clause 2.2 of GCC.
170	Clause 4.13 of GCC, Vol.-2, Pg. 21	Entire Clause	As time is essence in this contract, we request you to provide the riders of dates for release of drawing and land by employer for submitting the Bid programme as per Employer requirement.	Drawings shall be progressively provided to the contractor sufficiently in advance in accordance with approved works programme.





S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
171	Clause 4.17 of GCC, Vol.-2, Pg. 23	<p>The Contractor shall take all reasonable steps to protect the environment (both on and off the site) .....The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values prescribed by law. The Contractor shall conform to the Employer's Requirements and shall indemnify the Employer against any liability or damages or claims arising out of his operations. The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of environment and shall indemnify and keep indemnified the Employer in this regard.</p> <p>.....Nothing extra shall be payable to the Contractor on this account and his Tender price shall be inclusive of expenditure required to be incurred for working as per SHE manual.</p>	Protection of the environment shall be limited to within Site premises only as the Contractor could not be held responsible for Environmental impacts in outside the site locations. Please modify the clause accordingly	As per tender conditions.
172	Clause 4.17 of GCC, Vol.-2, Pg. 23	.....Nothing extra shall be payable to the Contractor on this account and his Tender price shall be inclusive of expenditure required to be incurred for working as per SHE manual.	There is provision only for compensation of time and not cost. Request to modify the clause for suitable cost compensated arising due to delays not attributable to the Contractor	As per tender conditions.
173	Clause 4.21 of GCC, Vol.-2, Pg. 23	It shall be the responsibility of the Contractor to provide at his own expense the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Engineer and the Engineer's Representative who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.	Request to provide the expected date of handing over of the free land for the temporary works.	Kindly refer to Clause No. 2.2 of GCC.
174	Clause 4.25 of GCC, Vol.-2, Pg. 24	Providing access roads or way leaves to the site will be contractor's responsibilities.	Request Employer to provide land as required for access roads & way leaves and associated cost as will be incurred by the contractor for developing these accesses.	As per tender conditions.
175	Clause 4.33.2 of GCC, Vol.-2, Pg. 26	<b>Compensation of Contractors on rescission of Contract - Entire clause</b>	Apart for the compensation for the work done, we request Employer to give compensation for the balance material at site, balance cost of temporary works and temporary establishment, demobilisation cost and other cost as may be due and incurred by the contractor.	As per tender conditions.
176	Clause 5.2 of GCC, Vol.-2, Pg. 27	<b>Contractor's Warranty of Design- Entire clause</b>	We understand that this clause is applicable for any contractor design (temporary) as the permanent design is in the scope of the Employer.	Your understanding is correct.
177	Clause 5.3.1 of GCC, Vol.-2, Pg. 28 & S.No. 19 of SCC Vol.-2, Pg. 83	<b>Construction and/or Manufacture Documents - Entire clause</b>	We understand the overall review and approval period for the construction & manufacturing documents will be maximum 28 days or earlier as per the programme.	As per tender conditions.
178	Clause 5.3.2 of GCC, Vol.-2, Pg. 29	<b>Delayed drawings or Instructions - Entire Clause</b>	We understand the overall review and approval period for the construction & manufacturing documents will be maximum 14 days or earlier as per the programme.	As per tender conditions.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
179	Clause 6.2 of GCC, Vol.-2, Pg. 31	<b>Rate of Wages and Conditions of Labour-</b> Entire Clause	In the past, there has been instances of steep increase in the labour wages and same were not covered by Escalation. We request LMRC to consider the suitable compensation for the same.	Kindly refer to Clause 11.1.3 of SCC wherein increase in labour wages is covered in this price variation clause.
180	Clause 6.5 of GCC, Vol.-2, Pg. 33	<b>Working Hours-</b> Entire Clause	As required, contractor has to work in shifts or night hours to meet the programme. Request LMRC to confirm that work can be carried out in the night hours and there is no restriction for the same by any authority. We are considering the night working in our programme.	Confirmed.
181	Clause 8.3 of GCC, Vol.-2, Pg. 40	Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is/ are reasonable.	We understand that with regard to issue in drawings/ instructions by the Employer/ Engineer to the Contractor, Clause 5.3.2 shall prevail over this clause 8.3. Please confirm.	As per tender conditions.
182	Clause 8.2 of GCC, Vol.-2, Pg. 40	<b>Time for Completion -</b> Entire Clause	If there are any delays from the Employer's end (viz. delay in handover of works area/ RoW) that affects the Rate of Progress and thereafter the Employer instructs the Contractor to increase resource to catch-up with the delays, the Employer shall compensate the Contractor for augmenting resource to improve Rate of Progress (acceleration cost).	Extension of time, compensation, etc. shall be governed by relevant conditions of GCC/SCC.
183	Clause 8.4.1 of GCC, Vol.-2, Pg. 40	<b>Extension of Time -</b> Entire Clause	Please add for the EOT due to delay in approvals from the authorities for: Utility diversion, Traffic, Tree Cutting permission, The above are beyond the control of the Contractor.	As per tender conditions.
184	Clause 2.1.4 of Section-B of Vol.-3, Pg. 15	Entire clause	We request LMRC to provide the drawings of the utilities along the alignment for contractors to access the nature of job to be done, planning & costing purpose.	Utility identification has to be carried out by contractor. Kindly also refer Clause 2.1.6(a) of Employers Requirement / Functional, Vol.-3
185	Clause 8.4.2 of GCC, Vol.-2, Pg. 41	<b>Extension of Time for Completion for other reasons</b> Entire Clause	Request to modify the clause for suitable EOT for delays due to other reasons not attributed to the contractor and extension of the Key Date (s) accordingly.	As per tender conditions.
186	Clause 8.6 of GCC, Vol.-2, Pg. 42	<b>Rate of Progress -</b> Entire Clause	If there are any delays from the Employer's end (viz. delay in handover of works area/ RoW) that affects the Rate of Progress and thereafter the Employer instructs the Contractor to increase resource to catch-up with the delays, the Employer shall compensate the Contractor for augmenting resource to improve Rate of Progress (acceleration cost).	Extension of time, compensation, etc. shall be governed by relevant conditions of GCC/SCC.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
187	Clause 9.2 of GCC, Vol.-2, Pg. 44	The Engineer may, at the sole discretion of the Employer issue a Taking Over Certificate for any part of the Permanent Works by following the procedure stipulated in Clause 9.1 above if: (a) the Employer uses that part of the Works for revenue service before the Taking Over Certificate is issued for the entire work. (b) the balance part is not completed not due to the fault of the contractor and contractual date of completion for the completed part is over	In case of Part taking over, then Defect Liability Period has to be accounted for the said section from the date of its Taking over, please clarify	Kindly refer to Clause 10.1 of SCC.
188	Clause 11.1.2 of GCC, Vol.-2, Pg. 46	ii) In case of Contractor's failure in availing the exemptions as stipulated above, the recovery of equivalent amount will be made from Contractor's dues.	In case of Contractor's failure in availing the exemptions as stipulated in this clause, the recovery of equivalent amount will not be made from Contractor's dues. Kindly change this clause as above	As per tender conditions.
189	Clause 11.1.4 of GCC, Vol.-2, Pg. 47	The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract unless a contrary provision exists in Special Conditions of Contract.	Please indicate how the price indices would capture the effect of GST and changes in taxes during the course of the work.  Please indicate how work related costs like GST and other omnibus taxes can be said to be included in the indices for specific components of the work.  As the indices forming part of escalation formula does not cover any change in taxes and Employer does not considers adjusting the Contract Price for changes in taxes. Please clarify how the impact will be compensated.  Especially with Clause 11.1.2 where the Contractor is expected to pass on all benefits from taxes to Employer, this Clause 11.1.4 seems unfair as it does not reciprocate with Clause 11.1.2. Please consider amending this clause and make provision for adjusting Contract Price as a result of change in taxation.	As per tender conditions.
190	Clause 11.2.1 & 11.2.2 of GCC, Vol.-2, Pg. 47	<b>Mobilisation Advance - Entire Clause</b> <b>Advance against Plant and Machinery - Entire Clause</b>	Please consider advancing 10% of original contract value that shall combine mobilisation advance and advance against plant & machinery. This 10% could be paid in 2 instalments as per the provisions of clause 11.2.1 and hence clause 11.2.2 could be deleted.	As per tender conditions.
191	Clause 11.2.4 (a) of GCC, Vol. 2, Pg. 47	The recovery of Advances shall commence when 20% of the original contract value of the work has been paid and it will be completed by the time 85% of the Contract Value has been paid or the original completion date whichever is earlier.	Request not to link recovery of advances to original completion date and request to re-word the clause as follows: The recovery of Advances shall commence when 20% of the original contract value of the work has been paid and it will be completed by the time 85% of the Contract Value has been paid.	As per tender conditions.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
192	Clause 11.4.1 of GCC, Vol.-2, Pg. 49	<p>If any Milestone is not achieved by the end of the month in which it is scheduled to be achieved, the Engineer shall suspend the payment relating to the Cost centre in which the Milestone is included.</p> <p>Payments suspended under this Clause shall be resumed by being included in the next application for interim payment made after the Milestone is achieved</p>	Suspension of payment due to Milestone non-achievement should not be carried out if; the same is not due to reasons attributable to the Contractor. Please modify the clause accordingly.	As per tender conditions.
193	Clause 11.17 of GCC, Vol.-2, Pg. 52-53	<p>i. The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under the Contract, and / or over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor.</p> <p>ii. And further, unless the Contractor pays and clears immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may become or will become payable to the Contractor under these presents, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. The Contractor shall have no claim for any interest or damage whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor</p>	Any liability has to be limited to this Contract only and other Contracts should not be referred to. Please Confirm	As per tender conditions.
194	Clause 11.20 of GCC, Vol.-2, Pg. 53	All damages (including, without limitation, liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract (including, without limitation, liquidated damages) and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other Contract between the Employer and the Contractor.....	<p>As per the prevailing tender conditions, we understand that:</p> <p>1. The damages mentioned above have to be limited to Liquidated Damages only and not to be "without limitation".</p> <p>2. Any recovery has to be carried out within the purview of this Contract and not to be combined with other Contracts.</p>	As per tender conditions.
195	Clause 12.5 (ii) b) of GCC, Vol. 2, Pg. 55-56	In case of foundation work, no variation limit applies and Contractor shall carry out the Work, at rates stipulated in the Contract irrespective of any variation.	The condition of Clause 12.5 (ii) a) should be applicable in the case of foundations too. Hence, request to delete this sub-clause.	As per tender conditions.
196	Clause 14.2 of GCC, Vol.-2, Pg. 61	<b>Contractor's care of the Work - Entire Clause</b>	Please confirm that once any section is handed over by the Contractor and subsequently other contractors commence their works in those handed over sections, the Contractor shall not be responsible for the care of Works at such sections.	As per tender conditions.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
197	Clause 15.3 of GCC, Vol.-2, Pg. 64 and S.N. ix, of Appendix – 1 of FOT, Vol.-1, Pg. 66	<p>The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 15.2) or to any person (except persons insured under Sub-Clause 15.4), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be at least for the amount specified in the Appendix to Form of Tender.</p> <p><i>As per S.N. ix, Form of Tender – Appendix – 1</i></p> <p>Amount of Third Party Insurance – INR 0.50 Million for any one incident, with no. of incidents Unlimited.</p>	Request to have limitation for the no. of incidents (say 4 nos.)	As per tender conditions.
198	Clause 15.5 of GCC, Vol.-2, Pg. 64	<p>.....If the Contractor fails to effect and keep in force any of the insurances required under the contract, or fails to provide satisfactory evidence, policies and receipts in accordance with this sub-clause, the employer may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default, and pay the premiums due. In such cases the premium paid by the employer plus overheads (equal to 50% of the premium paid) shall be recoverable from the contractor by the employer, and may be deducted by the employer from any monies due or to become due, to the contractor or recover the same as debt due from the contractor. The contractor shall not dispute the amount of premium paid by the employer or the overhead charges thereon.....</p>	In such cases the premium paid by the employer plus overheads (equal to 50% of the premium paid) shall be recoverable from the contractor by the employer. 50% looks too high. Request to reduce it to actuals.	As per tender conditions.
199	Sub Clause 2.4 of SCC, Vol.-2, Pg. 74	Site access schedule will be consistent with the resettlement plan for the section.	Please provide the resettlement plans of the various sections along the alignment.	Resettlement plan will be shared with the contractor during course of work on need basis.
200	Sub Clause 4.9 of SCC, Vol.-2, Pg. 76	<b>Site Data - Entire Clause</b>	The Contractor must be suitable compensated as a result of change in planned methodology/ equipment required as a result of encountering different ground conditions from what is provided during the Tender. Please modify the clause accordingly.	As per tender conditions.
201	Sub-Clause 4.13 of SCC, Vol.-2, Pg. 77	..... Consent by the Engineer to a works Programme shall not relieve the contractor of any of his duties or responsibilities under the Contract, nor in the event that a works programme indicates that a key date has not or will not be met, constitute any form of acknowledgement that the contractor is or may be entitled to an extension of time in relation to such key date or a milestone	If the particular work has not been completed by the contractor as per the programme, but the contractor can complete the work without any delay or extension of time as whole, then Employer should not consider as a delay damages for any intermediate key dates. Please consider changing the conditions	As per tender conditions.
202	Sub-Clause 11.1.3 of SCC, Vol.-2, Pg. 88	Wfo= whole sale price index (Average) for fuel & power, as published in the RBI bulletins for the month in which the tender was opened	Request to follow IOCL bulletins instead of RBI bulletins (a prevalent practice in Government and major contracts)	As per tender conditions.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
203	Sub-Clause 12.3 of SCC, Vol.-2, Pg. 92	c) If the Engineer withdraws the request for an Employer's Variation, the Contractor shall have no claim of any kind whatsoever arising out of the amount determined above. In case the Employer's Variation involves omission of part of the Works, the agreement shall address the issue of reduction in the Contract Price.	In general, the changes to any part of the Works due to reasons not attributable to the Contractor, then Contractor shall be suitably compensated for time and cost. Please Confirm	As per tender conditions.
204	Sub-Clause 12.3 of SCC, Vol.-2, Pg. 92	c) If the Engineer withdraws the request for an Employer's Variation, the Contractor shall have no claim of any kind whatsoever arising out of the amount determined above. In case the Employer's Variation involves omission of part of the Works, the agreement shall address the issue of reduction in the Contract Price.	If the Engineer withdraws a Variation after substantial works are executed for the same, then suitable time and cost compensation has to be provided to the Contractor. Please change the clause accordingly. Also the mechanism to be adopted while omission of part of the Works is not clearly available in the documents. Please add a suitable sub-clause	As per tender conditions.
205	Clause 14 of Section-A, Vol.-3, Pg. 10	The Contractor shall devise and utilise a PMIS such that all documents generated by the Contractor can be transmitted to the Engineer by electronic means (and vice versa) and that all documents generated by either party are electronically captured at the point of origin and can be reproduced later, electronically and in hard copy. A similar link shall also be provided between the Engineer office at site and the Employers Office by the Contractor.	When such a PMIS has to be maintained, is there a need to submit documents in the hard form and that too along with copies? Request to consider submission of copies of documents that may comprise letters, drawings, memos, instructions etc.	As per tender conditions.
206	SECTION-B Clause 2.1.6 (t), Vol.-3, Pg. 17	The present proposal of Viaduct & Station is based on 25 KV Over-head electric traction but in future it may change to 750 V DC traction systems. Electrical traction system is not in scope of work but may require some modification in the detailing of fixtures for the same.	In case any change such system results in any sort of rework, request to consider compensating the Contractor for such re-work and additional time.	As per tender conditions.
207	Appendix 2A of Vol.-3, Pg. 46	<b>Work Areas</b>	Request to provide the Bore hole log for the work area specified	Geotechnical investigations have not been carried out by LMRC. Hence no Geotechnical reports are available. However, Geotechnical data/report submitted by M/s RITES in the DPR of Kanpur Metro is being provided as <b>Annexure-28 of Addendum-1</b> for reference purpose only. Also, Kindly refer Clause 2.1.2(i) & 2.1.3(i) of Employer's Requirement-Functional, wherein detailed Geotechnical investigation of foundation locations and submission of report are in the scope of work of the Contractor.
208	Appendix 2A of Vol.-3, Pg. 46	<b>Work Areas</b>	Request to provide the Location, Dimension, contour levels and drainage locations of the Casting yard	The location of Casting Yard, Batching Plant area & Stacking Depot are mentioned in Appendix 2A of Employers Requirements. Work area will be provided to the contractor as per the approved construction program.
209	Clause 9 of Section-D, Vol.-3, Pg. 34	The minimum lane widths for fast traffic and mixed traffic shall follow the regulations of the different authorities.	Please provide the Schedule for ROW availability? Or Order in which the ROW will be available stretch wise (ROW Schedule of Handover).	Required land/ areas shall be made available in accordance with Clause 2.2 of GCC



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
210	SECTION-B Clause 2.1.6 (e), Vol.-3, Pg. 15	The temporary lighting arrangement shall be dismantled only after a permanent arrangement for street lighting is made.	As per scope of works, removal of temporary lighting arrangement should be done only after installation of the permanent street lighting. Please confirm the mode of payment for providing the permanent street lighting. Also, schedule of payment for providing temporary lighting during the construction duration and on a day rate basis after the Contractor has completed works within its scope at any particular location?	As per Tender conditions Kindly refer to last para under Clause 2.1.9 of Employer's Requirement-Functional wherein the scope of work (2.1 to 2.8) is included in over all quoted price.
211	SECTION-B Clause 2.1.6 (n), Vol.-3, Pg. 16	Maintenance of the completed Work during the period as specified.	Please confirm that once the viaduct is completed and handed over to track-laying/systems Contractor, maintenance of such section shall not be within the scope of the Contractor.	As per tender condition.
212	Section B Clause : 2.1.6 - f, Vol.-3, Pg. 15		Please confirm the specifications of Rolling stock with manufacture details considered by LMRC	Not relevant.
213	Section-B Clause : 2.1.4, Vol.-3, Pg. 15		Please list the Divertible & non divertible utilities in the alignment	Kindly refer Clause 2.10 of Employer's Requirement-Functional.
214	Section-B Clause 2.1.6 (s), Vol.-3, Pg. 16	The platform and station length of 140m shown in tender drawing may change during detail design stage considering the rolling stock dimensions. No claim on account of change in length of platform & station limit will be entertained.	Please advise whether the Rolling Stock Contractor is finalized. If not finalized, within how many days after issue of LOA to the Civil contractor, the Rolling Stock Contractor would be finalized. In case any change in length of station/platform results in any sort of rework, request to consider compensating the Contractor for such re-work and additional time.	Not yet finalized. As per Tender conditions.
215	Appendix-2A of Vol.-3, Pg. 46	The employer will provide the work area approx. 5 Hectares	Please confirm that work area will be handed over to the Contractor within 7 days from the issue of LOI. The location of such Work Area in a map or drawing at the tender stage will allow the Tenderers to do a due diligence at the time of bidding. Request to provide the same. Also ROW will also be handed over within 7 days of the issue of LOI.	Work area will be provided to the contractor as per the approved construction program.
216	Clause 2.1.2 vii of Section B, Vol.-3, Pg. 12	Crash Barrier drawing as per tender drawings	Please provide drawings for viaduct pier crash barrier in Volume-6	Please refer Annexure-26 of Addendum-1.
217	Clause 2.1.2 xvii of Section B, Vol.-3, Pg. 13	Parapets and MS railing as per tender drawings	Please provide drawings for precast Parapet & MS railing details in Volume-6	Please refer Annexure-26 of Addendum-1.
218	Clause 2.1.3 iii of Section B, Vol.-3, Pg. 14		Please provide Entry & Exit structure drawings for each station along with locations in Volume-6	Kindly refer soft copy of drawings being provided along with Addendum-1.
219	Clause 2.1.3 xvii of Section B, Vol.-3, Pg. 14	Crash barrier drawings as per Tender drawings	Please provide drawings for station pier crash barrier in Volume-6	It will be conceptually same as of viaduct pier crash barrier. Details will be provided in detail design stage.
220	Clause 2.1.3 xviii of Section B, Vol.-3, Pg. 14-15	For stations located over road, temporary arrangement is to be made for providing working platform at suitable height so that traffic run below it unhindered. This arrangement shall be maintained till completion of exterior finishing work. The working platform has to be covered with suitable material so that nothing falls on the road. A detailed scheme is to be submitted for approval before start of work.	Exterior finish is in the scope of other contractors. In-case of any delays from the external finishes contractor, the Contractor's temporary arrangement would be held-up for long. Please amend the condition such that the working platforms are kept only as long as the Contractor's works are completed.	Temporary arrangement shall be done till finishing work, as per scope of this Contract/BOQ.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
221	Clause 2.1.6 (d) of Section B, Vol.-3, Pg. 15	Widening of the road to maintain existing facility of two lane traffic on either direction after occupying 8m space on center of the road. The construction of the road shall be in accordance with the MORTH Specification. The payment for this work shall be paid as per relevant item of BOQ.	Upon reconnaissance survey, it is has been noticed that at some locations there is no sufficient road width that two-lane traffic could be maintained at both sides. At such locations please consider having one-lane traffic in each location. Widening will not be a feasible option at all such locations as that may require land acquisitions.	Kindly refer to Clause 2.1.9 of Employers Requirement, Functional. The traffic diversion plans shall be decided in consultation with Traffic Police.
222	Clause 2.1.6 (h) of Section B, Vol.-3, Pg. 16	OHE & signaling structures themselves are excluded from the scope of the work, but civil works required for fixing the structures such as strengthening of structures and providing inserts are included. These shall be finalized and provided in co-ordination with the OHE/ signaling Contractor and the Engineer. The necessary coordination with system contractors and engineer shall form a part of the work.	Are the OHE/ Signalling contractors finalised. If not when the same would be finalised. In-case there is delay in finalising these contractors and as a result the Contractor's works are held-up due to lack of inputs, then the Contractor must be suitably compensated by the Employer for subsequent delays. Also, if any work of the Contractor is concluded and subsequent to that some input is received from these contractors that needs to be incorporated in the Contractor's work which eventually leads to re-work, then the Employer should compensate the Contractor for such re-works.	OHE & Signalling contractors have not been finalized. As per Tender conditions. Time / cost compensation, etc. shall be governed by relevant clause of GCC/SCC.
223	Clause 2.1.8 of Section B, Vol. 3, Pg. 17	<b>Interface Works</b> - Entire sub-clause	If there is any delays from other contractors in providing inputs that needs to be incorporated in the works of the Contractor, and as a result the works of the contractor are either held-up or results in re-works, the Employer is bound to compensate the Contractor for the default of other contractors.	Time / cost compensation, etc. shall be governed by relevant clause of GCC/SCC.
224	Clause 2.1.9 & 10 of Section B, Vol.-3, Pg. 19	<b>Traffic Management</b> - Entire Clause 2.1.9 and 10	Upon reconnaissance survey, it is has been noticed that at some locations there is no sufficient road width that two-lane traffic could be maintained at both sides. At such locations please consider having one-lane traffic in each location. Widening will not be a feasible option at all such locations as that may require land acquisitions.	Kindly refer to Clause 2.1.9 of Employers Requirement, Functional. The traffic diversion plans shall be decided in consultation with Traffic Police.
225	Clause 2.9.3 of Section B, Vol. 3, Pg. 21	No payment shall however be made for supporting and protecting the utilities during course of work.	Please consider making payment for supporting and protecting utilities during the work.	As per tender conditions.
226	Clause 2.11 of Section B, Vol. 3, Pg. 23	LMRC may appoint an independent agency to ensure the quality checking of design, supply, fabrication, erection and construction of all works under scope of work. The Contractor shall ensure the complete co-operation with the agency to perform their work satisfactorily. In addition LMRC also reserves right to undertake quality check and inspection directly by itself.	Please confirm that the payment to such third party/ independent agencies will be borne by LMRC.	Confirmed.
227	Clause 5 of Section-B, Vol. 3, Pg. 23	The design life of all the Permanent Works shall be 120 Years.	Noted the content of this clause. However, design not being in the scope of this Contract, the Contractor shall not be held responsible for any failure as a result of design.	As per tender conditions.
228	Clause 6 of Section-B, Vol. 3, Pg. 24	<b>Durability &amp; Maintenance</b> - Entire Clause	Contents noted of the clause. However, the Contractor shall not be held responsible for any issue arising with regard to durability and maintenance if such issues are result of defects in design.	As per tender conditions.





S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
229	Clause 7 of Section-B, Vol. 3, Pg. 24	Operational Requirement - Entire Clause	Contents noted of the clause. However, the Contractor shall not be held responsible for any issue arising with regard to meeting operational requirements if such issues are result of defects in design or works of other contractors.	As per tender conditions.
230	Clause 8 of Section-B, Vol. 3, Pg. 24	Functional Requirement of Pumping Installtions - Entire Clause	Please confirm whether pumping installations is within the scope of this Contract.	Scope for ths contract is as per Clause 2.1.3 (vii) of Employer's Requirement - Functional.
231	Appendix 2A of Vol.-3, Pg. 46	Work Areas	Please provide a map representation of the potential areas where land could be provided along with dimensions. Also provide the boundaries and borehole report.	As per tender conditions.
232	Attachement A of Vol.-3, Pg. 87	Living accommodation shall not be established on any land provided to the contractor by the employer	Please allow accommodation of labour for works pertaining to Casting yard area	Kindly refer to Attachment A of Employer's Requirement, Vol.-3
233	Appendix 2A of Vol.-3, Pg. 46	Work Areas	The location of such Work Area in a map or drawing at the tender stage will allow the Tenderers to do a due diligence at the time of bidding. Request to provide the same.	Work areas will be provided to the contractor free of cost on "as is where is" basis in accordance with Appendix 2A of Employers Requirement.
234	Appendix 2A of Vol.-3, Pg. 46	Work Areas	Request to provide the dimensions of such area to be allotted for the batching plant and casting yard to allow the Tenderer plan the lead distance.	Work areas will be provided to the contractor free of cost on "as is where is" basis in accordance with Appendix 2A of Employers Requirement.
235	Section B (Cl: 2.1.2- xxxii ) of Vol.-3, Pg. 13	-	We request to allow the erection of precast parapet by either parapet launcher or and by using suitable capacity crane.	Can be considered as per approved methodology.
236	Section B (Cl:2.1.6- d ) of Vol.-3, Pg. 15	-	As you are aware that the work space of around 10m is required for the safe execution of the works. We request you to confirm the availability of 10m work area space in the centre of road.	Kindly refer to Clause 2.1.6(d) of Employer's Requirement-Functional.
237	Clause 2.1.2- xxxiii Section-B, Vol.-3, Pg. 13	-	We request LMRC to take necessary approvals/Permission/Permits for construction /erecting of launching of steel truss span over existing railway line for speedy execution of works. LMRC will be in the better position to obtain required approvals from railway authorities. Contractor will render all necessary support to LMRC. Also any delay in receipt of railway approved drawings from LMRC, the contractor will be entitled for extension in relevant key dates and cost.	As per tender Condition. Kindly also refer Clause 1(2) & Clause 2.1.2 (xxxiii) of Employers Requirement, Functional.
238	Clause 2.1.2- vi, Section-B, Vol.-3, Pg. 12	Portal Beam Locations in tender drawing	Please provide the minimum traffic width & height clearance of traffic flow for on road portal beam construction	Portal beams are finalised with minimum traffic widthas 10.5m and height clearance of 5.5m from road finished level.
239	Schedule B (Item V06 -1)of Vol.-4, Pg. 27	-	Please provide the GAD of Steel Girder with chainage details	Kindly refer drawing no.-KNPDD01-TDR-ELO-VDC-DWG-01071 Rev(R2) & drawing no.-KNPDD01-TDR-ELO-VDC-DWG-01285 Rev(R1) of Tender Drawings.
240	Serial no. 4 of BOQ - Summary Sheet, Vol.-4, Pg. 4	Schedule D of bill of quantities comprises of items covered in DSR-2016 but not covered in Schedule A, B & C as detailed in clause 2.1 to 2.9 of Employers requirement (Functional). The tenderer has to quote percentage above/below / at par the rates against BOQ amount given in Schedule D.	As DSR 2016 is Pre GST regime. Please explain how GST impact will be compensated by the Employer as rate are to be quoted including of GST. Please clarify.	Necessary considerations may be taken by the contractor while quoting above/below in the summary sheet of BOQ.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
241	BOQ, Vol.-4	-	It has been observed that in almost all schedules the amount calculation based on quantity and rate reflected in the BOQ is not matching with the arithmetical calculation. This variance has been observed in almost all BOQ Items. For Ex. In summary level there is a difference of 541.69 Rs and 18499.45 Rs in Schedule A and B respectively. Hence request you to issue a new BOQ with arithmetical correct amount in the excel format. This will enable us to quote the correct percentage above/below/at par.	Item rate will be sacrosanct as mentioned in the BOQ, Vol.-4 (Tender Documents) along with quoted percentage above/below/at par against respective Schedule under which the item falls. Payment will be governed by actual executed quantities.
242	Section 3 - Clause 3.4 & 3.8, Vol.-5, Pg. 39-40	All excavations shall be carried out in conformity with directions laid hereunder and in a manner approved by Engineer.	Request LMRC to identify at least 2 Hectare additional land for this.	As per tender conditions.
243	Section 4 - Clause 4.1.1.5, Vol. 5, Pg. 39-40	All cement for exposed concrete shall be from the same approved source and uniform in colour.	Request you to allow at least 3-4 brands to mitigate the crisis.	As per tender conditions.
244	Section 7- Clause 7.13.9, Vol.-5, Pg. 83	Test of Precast pre-tensioned elements - Entire clause	Whether the U girder used for destructive test is payable separately.	As per tender conditions.
245	Appendix-2, Vol.-5, Pg. 179-183	Vendor List	1. Plywood is not required for permanent work hence brand approval is not required please confirm. 2. For RMCs more brands need to be approved who will use approved materials and automated plants. 3. There is no approved brand for liquid rubber expansion joint. Please provide the same.	1. Confirmed. 2. As per tender Condition. 3. Shall be provided after award of work.
246	Appendix-2, Vol.-5, Pg. 179-183	Vendor List - Reinforcement Bars	As per circular issued by GoI, Ministry of steel, dated 12-05-2016, the classification of the steel producers as "Primary", "Secondary" "Main", "Major" or others has been removed. In such instance we request you to modify the clause accordingly and provide more list of steel Vendors.	Please refer Annexure-14 of Addendum-1.
247	Tender Drawings, Vol.-6	-	Please provide AutoCAD files & PDF Converted General Alignment & Station drawings.	Alignment & Station drawings are being provided in soft copy alongwith addendum-1. Detailed drawings shall be provided to the contractor after award of work. It should be noted that these drawings are indicative in nature. Work shall be executed at site based on approved drawings.
248	Tender Drawings, Vol.-6	-	Please specify the pile group type and the pile depth for each pier in the alignment.	The same shall be as per approved drawings provided to the contractor in detailed design stage.
249	Tender Drawings, Vol.-6	-	Please provide the numeration details of Entry and Exit Structures, lift and elevator structures.	Please refer revised alignment drawing being provided in soft copy along with addendum-1
250	Tender Drawings, Vol.-6	-	Please provide the SSP7-34 & SSP7-35 special span pier and pier cap details, pile cap and pile details	The same shall be as per approved drawings provided to the contractor in detailed design stage.
251	Tender Drawings, Vol.-6	-	Please provide the depot line details such as Chainage, Ground level and Rail top level details.	Please refer Annexure-27 of Addendum-1.
252	Tender Drawings, Vol.-6	-	Please provide the typical erection sequence of special span between SSP7-34 & SSP7-35 piers.	The same shall be as per approved drawings provided to the contractor in detailed design stage.
253	Tender Drawings, Vol.-6	-	Please provide the number of FOB's and the numeration details of FOB.	Please refer revised alignment drawing being provided in soft copy along with addendum-1



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
254	GAD, Tender Drawings, Vol.-6	-	Please provide the proposed type of super structures for each span in tender drawing – Span wise configuration.	Already provided in Vol. 6, Tender Drawings.
255	GAD, Tender Drawings, Vol.-6	-	Please provide the chainage details of each spans in tender drawing	
256	GAD, Tender Drawings, Vol.-6	-	Please provide the vertical profile of proposed alignment pier wise in tender drawing for better planning of resources.	
257	GAD, Tender Drawings, Vol.-6	-	Please provide the horizontal profile details pier wise of proposed alignment in tender drawing for better planning of resources.	
258	GAD, Tender Drawings, Vol.-6	-	Please provide Autocad converted better quality colour PDF files of Tender drawing	Alignment & Station drawings are being provided in soft copy alongwith addendum-1. Detailed drawings shall be provided to the contractor after award of work. It should be noted that these drawings are indicative in nature. Work shall be executed at site based on approved drawings.
259.	GAD, Tender Drawings, Vol.-6	-	We request LMRC to take necessary approvals/Permission/Permits for transportation of U-Girder over exiting flyover for speedy execution of works.	As per tender condition. Kindly also refer Clause 1(2) & 2.1.2.(xxxiii) of Employers Requirement-Functional.
260	Tender Drawings, Vol.-6	-	Request to provide the drawings shows the space for work area within the barricading	Working space shall be as per Clause 2.1.6(d) of Employer's Requirement-Functional.
261	Drawing Number: KPDD01-TDR-EL0-VDC-DWG-01060 to 01076 (All 17 sheets), Vol. - 6	-	Request to provide A0 size drawings or in soft form (maybe converted pdf format) for better visibility.	Alignment & Station drawings are being provided in soft copy alongwith addendum-1. Detailed drawings shall be provided to the contractor after award of work. It should be noted that these drawings are indicative in nature. Work shall be executed at site based on approved drawings.
262	Tender Drawings, Vol.-6	-	Please specify the minimum thickness for structural members for Viaduct for better resources planning & costing.	Preliminary details already provided in vol. 6, Tender Drawings.
263	Tender Drawings, Vol.-6	-	Please provide the track layout details for the cross over portions with the varying SIDL details.	The same will be provided to the contractor after award of work.
264	Tender Drawings, Vol.-6	-	Please provide the turn out details towards the Depot portions with the varying SIDL details.	The same will be provided to the contractor after award of work.
265	Tender Drawings, Vol.-6	-	Whether POT bearings should be provided over the cross over and turn out portions?	POT bearings are not proposed to be provided at cross over and turn out portions at tender stage.
266	Tender Drawings, Vol.-6	-	Please specify maximum cantilever allowable in cantilever pier caps. Request to provide all Cantilever types pier details with numerations.	As per preliminary design, max. eccentricity is 2.0m.
267	Tender Drawings, Vol.-6	-	Please specify the minimum thickness for structural members for Stations	The same will be provided to the contractor after award of work.
268	Tender Drawings, Vol.-6	-	Please confirm that all the piles would be of dia 1.2 m. In case the pile dia more than 1.2 m, how LMRC will be making payment to the contractors.	At tender stage all piles are 1.2m dia. In case other dia of pile is required, payment will be as per Clause 12.5 ii(g) of GCC.
269	Tender Drawings, Vol.-6	-	Whether columns with beam arrangement is acceptable for Lift core.	Not applicable. It shall be as per approved drawings.
270	Tender Drawings, Vol.-6	-	kindly confirm the 'Width of right of way available during the construction of viaduct	Kindly refer Clause 2.1.6(d) of Employer's Requirement - Functional.
271	Tender Drawings, Vol.-6	-	Please provide Topo drawings for Station location along with land take boundary.	Kindly refer to item no. 1 of G01,(General) Schedule A of BOQ, wherein detailed survey along the corridor is to be carried out by the contractor.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
272	Tender Drawings, Vol.-6		Kindly provide AutoCAD drawings for all the stations.	Station drawings are being provided in soft copy along with addendum-1. Detailed drawings shall be provided to the contractor after award of work. It should be noted that these drawings are indicative in nature. Work shall be executed at site based on approved drawings.
273	Tender Drawings, Vol.-6	Station Drawings	Please confirm the minimum height clearance required for traffic movement at station RCC/PSC beam location. This is required for considering the RCC/PSC beam construction method with minimum height clearance. (Our understanding is that there is no pre-stressed concrete quantity in Schedule C for stations )	Transverse section drawings such as KNPDD01-TDR-IIT-STR-CRS-41121 rev.(R2) or 41124 rev.(R1), etc. may please be referred.
274	Tender Drawings, Vol.-6	Cross over span	Please provide the GAD of Precast Parapet with groove details & MS railing for better planning & Costing.	Please refer Annexure-26 of Addendum-1.
275	Tender Drawings, Vol.-6	VIADUCT	Please provide the GAD of OHE mast (Cross over & U Girder span ) with sectional details & GI bracket details	The same shall be provided to the contractor after award of work.
276	Tender Drawings, Vol.-6	Station Drawings	Please confirm whether the typical drawings for entry & exit structures is applicable for all the 9 stations. If not then drawing for all types of Entry/Exits for better planning & Costing.	Alignment along with Station Entry/Exit drawings are being provided in soft copy along with Addendum-1. Detailed drawings shall be provided to the contractor after award of work. It should be noted that these drawings are indicative in nature. Work shall be executed at site based on approved drawings.
277	Dwg No: KPDD01-TDR-EL0-VDC-DWG- 01131, Vol.-6	VIADUCT	As per the drawing, 250 or 300 T Capacity of Cranes are shown for U girder erection. Please confirm in case the more capacity of cranes are required as per the site conditions, then it will be suitable paid under variation. Please confirm	These drawings are indicative only. Kindly refer appendix 14B of FOT for minimum no./capacity of equipments to be provided by the contractor.
278	Dwg No: KPDD01-TDR-EL0-VDC-DWG- 01228, Vol.-6	VIADUCT	As per the drawing, 250 or 300 T Capacity of Cranes are shown for I girder erection. Please confirm in case the more capacity of cranes are required as per the site conditions, then it will be suitable paid under variation. Please confirm	These drawings are indicative only. Kindly refer appendix 14B of FOT for minimum no./capacity of equipments to be provided by the contractor.
279	Dwg No: KPDD01-TDR-EL0-VDC-DWG- 01285, Vol.-6	Railway Crossing	Please provide GAD of railway crossing @ 6400m Chainage & also confirm erection methodology considered in design. Also mention the levels of existing railway. (Please provide GAD showing detail span configuration, sub structures (Pier cap type) , super structure details & levels) for planning & costing purpose.	There is no railway crossing @ 6400m chainage in main alignment. Structural steel span (Approx. 50m) is proposed at this location.
280	Dwg No: KPDD01-TDR-EL0-VDC-DWG-01068 to 01069 (All 9,10 of 17 sheets), Vol.-6	Scope of Work.	Please confirm whether the stretch connecting depot & adjacent piers to depot is in contractor's scope	Kindly refer Drawing no. KNPDD01-TDR-EL0-VDC-DWG-01068 & KNPDD01-TDR-EL0-VDC-DWG-01069, stretch connecting depot i.e. DPP-01 to DPP-13 is in the scope of this contract.
281	Dwg No: KPDD01-TDR-EL0-VDC-DWG-01225 to 01226, Vol.-6		Please provide the numeration details of Cast in-situ portion/Pre-cast portal.	Please refer to General Alignment Drawings provided in Volume-6.
282	Dwg No: KPDD01-TDR-EL0-VDC-DWG-01225 to 01226, Vol.-6		Please provide the construction methodology considered in design for precast portal.	The same shall be provided at detailed design stage.
283	Dwg No: KPDD01-TDR-EL0-VDC-DWG-01073, Vol.-6		Please confirm the super structure type adjacent to the flyover between piers P6-32 to PP6-36	There is no flyover near P6-32 in alignment. Near flyover, there are U-girder spans only i.e. P8-35.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
284	Tender Drawings, Vol.-6	-	In alignment drawings, Station Chainages given in the drawings are not matching from SPM Hospital onwards, while adding the chainages from the start of the project, please confirm.	Provided chainages are in round figures, exact chainages to be finalised in detail design after sorting out issues like land acquisition, utilities.
285	Tender Drawings, Vol.-6	-	Please confirm the location of 50m special span and Location of foot over bridge.	Kindly refer to drawing no.- KNPDD01-TDR-ELO-VDC-DWG-01071 rev.(R2) of Tender Drawings.
286	General	Depth of Piles	Please provide the pier wise pile depth for better planning & Costing.	The same shall be provided to the contractor after award of work.
287	General	Casting Yard	Please confirm whether 4-Tier stacking of girders is acceptable in the pre-cast yard	As per preliminary design, max. 3-Tier stacking of U-girders is permitted.
288	Clause 1.1.4.2 A (iii) of NIT, Vol.-1, Pg. 6	Minimum Eligibility Criteria	We as JV partner meet all eligibility criteria except the one mentioned above in the subject as in which "The foreign partner must have done at least one similar work equal to or more than Rs.293.60 crores outside the country of the foreign partner." For this, we request you to relax it to Rs 265 crores.	As per tender conditions.
289	Clause B2.2 of ITT, Vol.-1, Pg. 21	The Geotechnical Report containing site investigation information is included in Volume 7 of the tender documents.	No Geotechnical Report provided in Volume -7, Please provide the same .	Geotechnical investigations have not been carried out by LMRC. Hence no Geotechnical reports are available. However, Geotechnical data/report submitted by M/s RITES in the DPR of Kanpur Metro is being provided as <b>Annexure-28 of Addendum-1</b> for reference purpose only. Also, Kindly refer Clause 2.1.2(i) & 2.1.3(i) of Employer's Requirement-Functional, wherein detailed Geotechnical investigation of foundation locations and submission of report are in the scope of work of the Contractor.
290	Schedule-D of BOQ, Vol.-4	MISCELLANEOUS WORKS UNDER DSR-2016: Items covered in DSR-2016 but not mentioned in Schedule A, B & C	Please confirm whether this is fixed price provisional sum. Please clarify which item to be considered .	Yes, this is provisional sum. All DSR items as and when required and executed as per the instructions of Engineer-in-charge will be paid as per relevant items of DSR-2016.
291	Schedule-E of BOQ, Vol.-4	Annexure - A : Civil & Plumbing Utilities Annexure - B : Electrical Utilities Annexure - C : Telecom Utilities Annexure - D : Horticulture Works	Quantity not given, Only rate provided. Being % rate contract, without quantity how to quote percentage above/ below. Please provide quantity.	Payment will be made as per actually executed quantities with rates as given in the Annexures (after incorporating quoted percentage Above/Below/At Par against the respective schedule)
292	Schedule-C of BOQ, Vol.-4	<b>S02- Concrete - Reinforced</b> Providing & Fixing of Rebar Dowels with chemical anchors of approved make: (a) Rebarbing with for 12mm dia rebar with injectible mortar. (b) Rebarbing with for 16mm dia rebar with injectible mortar.	Qty .given in Nos, Kindly provide depth of grouting.	Depth of embedment shall be as per load, vendor specification and approval of Engineer-in-charge.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
293	Clause 11.1.4 of GCC, Pg. 47 & 11.1.4 of SCC, Pg. 89 of Vol.-2	<p><b>Clause 11.1.4 of GCC</b> The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract.</p> <p><b>Clause 11.1.4 of SCC</b> a) any new tax which is imposed after the due date of submission of tender (b) change in the rate of any existing tax. The Contract Price shall not be adjusted due to any of the above two conditions and its impact shall be considered covered in the price indices of various components and thus compensated in Price Variation Clause.</p>	In case of any new taxes and/or duties imposed by Central/State Govt. or any local Authority and increase in the existing tax and/or duties including GST in any form whatsoever as a result of any legislative change having any financial impact on Construction Industry, the difference with retrospective effect, if any, shall be paid/reimbursed by you to us.	As per tender conditions.
294	Clause 11.1.2 of GCC, Pg. 46 of Vol.-2	In the event of exemption of Goods and Service Tax (GST) or any other cess/levy being granted by the Government in respect of the Works, the benefit of the same shall be passed on to Employer. The Contractor shall therefore maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer, so that the Employer is able to avail the reimbursement for which LMRC may issue a procedure order separately. Alternatively, the Employer may direct the Contractor to get the reimbursements based on exemption certificates / government's order and it shall be obligatory on part of the Contractor to get the reimbursements from the statutory authorities and pass on the benefit to LMRC.	In case of any new taxes and/or duties imposed by Central/State Govt. or any local Authority and increase in the existing tax and/or duties including GST in any form whatsoever as a result of any legislative change having any financial impact on Construction Industry, the difference with retrospective effect, if any, shall be paid/reimbursed by you to us.	As per tender conditions.
295	Clause 11.2.1 of GCC, Pg. 47 of Vol.-2	Mobilisation Advance shall be generally 5% of original contract value payable in two equal instalments	We request you to please provide 10% Mobilisation advance as per General practice adopted in all metro work	As per tender conditions.
296	Clause 8.5 (ii) of SCC, Pg. 85 of Vol.-2	The maximum limit of liquidated damages on key dates shall be limited to 10% of the contract value. However, this limit of liquidated damage shall be 15% of the contract value after including any sums accepted by employer for payment to any designated contractor on account of default of contractor.	We request you to keep Maximum LD as 5 % instead of 10 % & release the LD if successive Key date achieved .	As per tender conditions.
297	Clause 1.1.2 of NIT, Pg. 4 of Vol.-1	<b>Tender Submission Date:</b> 30.03.2018 upto 15:00 Hrs.	We request you to kindly extend the submission date atleast for two weeks	Please refer Annexure-1 of Addendum-1.
298		KALYAN PUR STATION	At Kalyan Pur station the Northern side Footpath and some portion of carriage way along the footpath have been encroached upon by shops and peddlers these need to be removed during execution of station structure. We understand that the LMRC shall clear the area and hand over the site to the contractor, hindrance free. Kindly confirm.	Please refer Clause 2.2 of GCC, Clause 2.1.2(xxxi), Clause 2.1.6(b) of Employer's Requirement-Functional.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
299	-	GEETA NAGAR STATION	As per GAD, the side line of entry/exit viaduct of depot is lying on Footpath in front of shops. In the Northern side of Geeta nagar station, the complete foot path is been covered by the permanent shops. We understand that LMRC shall clear the area before commencement of works and shall hand over the hindrance free ROW to the contractor. Kindly confirm.	Please refer Clause 2.2 of GCC, Clause 2.1.2(xxxi), Clause 2.1.6(b) of Employer's Requirement-Functional.
300	-	VIADUCT BETWEEN GEETA NAGAR AND RAWAT PUR RAILWAY STATION.	A small temple is on the northern side between P7-27 and P7-28 (Chainage 5720) at the carriage way which will obstruct the traffic flow once the barricade will be erected for viaduct. We understand that the demolition and the relocation of Temple is not in Contractor's scope. Kindly confirm.	Please refer Clause 2.2 of GCC, Clause 2.1.2(xxxi), Clause 2.1.6(b) of Employer's Requirement-Functional.
301	-	RAWAT PUR RAILWAY STATION	As per GAD, one number special span and one Extended Pier cap are lying on the middle of the junction of Sitapur-Kanpur road. The entire area has been encroached upon by unauthorized shops and peddlers. We understand that LMRC shall clear the area before commencement of viaduct work in this stretch and hand over the hindrance free site to the Contractor. Kindly confirm.	Please refer Clause 2.2 of GCC, Clause 2.1.2(xxxi), Clause 2.1.6(b) of Employer's Requirement-Functional.
302	-	RAWAT PUR STATION	The entire Northern Carriage way/Foot path as well as some portion of the Southern carriage way/Foot path has unauthorized shops. We understand that area shall be cleared off all the hindrances before commencement of station barrication. LMRC shall ensure the handing over of hindrance free site to the contractor. Kindly confirm.	Please refer Clause 2.2 of GCC, Clause 2.1.2(xxxi), Clause 2.1.6(b) of Employer's Requirement-Functional.
303	-	VIADUCT FROM RAWAT PUT STATION TO LLR HOAPITAL STATION	As per GAD, from P8-22 to P8-35 the viaduct alignment runs inside the GSVM Medical College premises. It's along the boundary wall and comes out of the premises from the main gate. This work will require clearances from GSVM Medical college authorities as it will involve removal of Boundary wall as well as the Main gate till the completion of Construction work of this stretch. We understand that LMRC shall take prior approval from the concerned authorities for above mentioned demolition work before commencement of Viaduct Barricade work. We also understand that the demolition and the reinstatement of any structure shall not be in the Contractor's scope. Kindly confirm.	Please refer Clause 2.2 of GCC, Clause 2.1.2(xxxi), Clause 1(2) & Clause 2.1.6(b) of Employer's Requirement-Functional.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
304	-	LALA LAJPAT RAI HOSPITAL STATION	As per GAD, the Station structure is entirely inside the LLR Hospital Premises. We understand that LMRC shall take prior approval from the concerned authorities for before commencement of Station barrication works. We also understand that any type of demolition and the reinstatement of any structure shall not be in the Contractor's scope. Kindly confirm.	Please refer Clause 2.2 of GCC, Clause 2.1.2(xxxi), Clause 1(2) & Clause 2.1.6(b) of Employer's Requirement-Functional.
305	-	VIADUCT FROM LLR HOSPITAL TO MOTIJHEEL HOSPITAL	As per GAD, from LLR Hospital station to Moti jheel station the entire viaduct is coming inside the Maharishi Valmiki Upvan. The boundary wall of the Park along the viaduct length will required to be dismantled. We understand that LMRC shall arrange the required permissions for clearing the ROW and the demolition and reinstatement will not be in Contractors scope. Kindly confirm.	Please refer Clause 2.2 of GCC, Clause 1(2) & Clause 2.1.2(xxxi), Clause 2.1.6(b) of Employer's Requirement-Functional.
306	-	MOTI-JHEEL STATION	As per GAD, the station structure is coming inside the Motijheel park. We understand that the demolition as well as the reinstatement work of boundary wall to carry out the viaduct construction work shall not be in the Contractor's scope.	Please refer Clause 2.2 of GCC, Clause 1(2) & Clause 2.1.2(xxxi), Clause 2.1.6(b) of Employer's Requirement-Functional.
307	-	VIADUCT ALIGNMENT AFTER MOTI JHEEL STATION.	As per GAD, the Viaduct stretch of around 500m after Moti jheel station is running along the footpath and boundary wall of Houses of Govt officials .  The last 200m of stretch is coming inside a colony named Ambedkar Colony .GAD marks this area of Hutments whereas on ground all the houses are of brick masonry construction and colony has its gate also. We understand that LMRC shall coordinate with local authorities to make the ROW free of hindrances. Also the demolition and reinstatement shall not be in the Contactor's scope.	Please refer Clause 2.2 of GCC, Clause 1(2) & Clause 2.1.2(xxxi), Clause 2.1.6(b) of Employer's Requirement-Functional.
308	LMRC/KNPCC-02/Vol-2/GCC CI No: 11.6.1	After preliminary scrutiny and certification by Engineer, payment of 80% of the certified interim amount/Running account Payment shall be made by the Employer within 7 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 21 days, from the date of preliminary certification of the bill by the Engineer. ii) Next 80% interim payment shall be made only after 100% payment of preceding interim payment certified has been completed.	We request you to delete the clause 11.6.2, which states that Next 80% interim payment shall be made only after 100% payment of preceding interim payment certified has been completed."	As per tender conditions.





S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
309	LMRC/KNPCC-02/Vol-2/GCC CI No: 17.9	The Employer shall provide a panel of three arbitrators for the claims upto Rs.5 million and a panel of five Arbitrators for claims of more than Rs.5 million. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only who shall act as a presiding officer.	We request you to provide more options for the selection of the Arbitration panel instead of restricting to 3 or 5 numbers.	As per tender conditions.
310	-	-	During Site Visit , it was evident that HT lines are running parallel to the alignment on both sides, this will hinder the movement of cranes and Rig. Request you to shift utilities before handing over of site. Else delay on account of utility shifting shall be suitably compensated in terms of time and cost on this account.	Diversion/ Raising height of two nos. HT Lines crossing the Metro alignment on either side of SPM Hospital Station will be carried out by LMRC at its own cost. Extension of time etc. shall be governed by relevant conditions of GCC/SCC.
311	LMRC/KNPCC-02/Vol-3/ Employer's Requirements/ Section-B/ Functional CI.No: 2.1.2 (xxxiv)	The contractor has to get necessary permission/ NOC from the railway, road and other concerned regulatory authorities for block and working in such locations. LMRC will assist for getting them permission from concerned regulatory authorities for working in such locations. Railway charges for Traffic / Power block, if any, shall be borne by LMRC.	As this is an Item rate contract, the DDC appointed by Employer should provide GFC drawings, Methodologies and construction schemes and get the approvals from railway authorities. Please confirm. Please provide the FOB construction scheme/methodology.	The referred Clause is self explanatory. The same shall be provided in detailed design stage.
312	-	-	As this is an Item rate contract, we request you to provide the Erection scheme for 50m structural span to analyse the required resources for erection.	The same shall be provided in detail design stage.
313	LMRC/KNPCC-02/Vol-3/ Emp Req/Appendices Appendix-2B	Completion of all architectural works of stations - Time to achieve (in weeks from date of commencement) - 104	In this project, the stations architectural works are not in the scope of contractor. We request you to modify the key dates as per the Stations scope.	It may be read as completion of Entire works of Station instead completion of completion of Architectural works.
314	LMRC/KNPCC-02/Vol-3/ Emp Req/Appendices Appendix-2B	Full access of the viaduct including G.I. hangers for laying of track and cable - 87 weeks	As per Keydates mentioned, full access for viaduct shall be provided within 20 months. But as the project duration mentioned as 24 months, we request you to change the full access key date-13 to 100 weeks. Please confirm.	As per tender conditions.
315	LMRC/KNPCC-02/Vol-3/ Emp Req/Appendices Appendix-2B	Casting of 1st U girder - 18 weeks	As the key date for launching of u-girder is 30 weeks, we request you to change the key date-7 from 18 weeks to 22 weeks.	As per tender conditions.
316	LMRC/KNPCC-02/Vol-2/GCC CI No: 2.2	any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims whatsoever shall be paid or entertained on this account.	As the alignment is passing inside the boundary of Lala Lajapati Rai Hospital, gardens & Private properties from ch: 7145 to Ch: 8547. it shows there could be land acquisition issue. We request you to provide land acquisition status. In such delay on account of handing of ROW, we request employer to compensate in terms of time and cost. Please confirm.	Required land/ areas shall be made available in accordance with Clause 2.2 of GCC. Extension of time etc. shall be governed by relevant conditions of GCC/SCC.
317	-	-	We request you to provide the schedule for handing over of ROW.	Required land/ areas shall be made available in accordance with Clause 2.2 of GCC.
318	-	-	We request you provide casting yard layout for establishment of casting yard setup.	Kindly refer Appendix-2A of Employer's requirement.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
319	-	-	Please provide the detailed station drawings. In the cross sectional station drawings , it is shown slab in track level. How ever we understand that there will be precast U-girders at Track level. Kindly check & Confirm.	Detailed drawings will be provided at detailed design stage. Your understanding is correct that slab is present at track level for 8 stations, whereas U-Girder is present at track level of both ends (27.5 each) for IIT Kanpur Station.
320	Clause 1.1.4.2 A of NIT, Vol.-1, Pg. 6	-	As Underground works which requires stringent skills of Engineering and Execution as compare to other type of Work, experience of underground works in Station/ Depot of Metro should also be considered in minimum eligibility criteria. For competitive bid we request to consider as above.	As per Tender Conditions.

