



# उत्तर प्रदेश मेट्रो रेल कॉर्पोरेशन लि०

## UTTAR PRADESH METRO RAIL CORPORATION LTD.

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

No. UPMRC/CE-Contract/LKHK-03/2022-23

Date: 13.06.2022

### ADDENDUM-01

Tender ID	2022_UPMRC_116840_1
Tender Ref No	LKHK 03

**Name of work:** Tender LKHK-03: Mechanized Cleaning and Housekeeping Works of Rolling Stock (Metro Trains), Transport Nagar Depot and 21 Nos. Metro Stations from CCS Airport to Munshipulia, of Uttar Pradesh Metro at Lucknow

Addendum-01 along with replies to pre-bid queries of above tender is being issued and uploaded on CPP Portal. Revised excel file of BOQ has also been uploaded on CPP Portal.

For any further modifications/changes (if any), bidders are advised to stay updated on e-tendering portal (<https://etenders.gov.in/eprocure/app>) for information please.

(Col Ashish Dwivedi)  
CE/Contract



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

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**Reply to Pre-Bid Queries**

**Tender LKHK-03: Mechanized Cleaning and Housekeeping Works of Rolling Stock (Metro Trains), Transport Nagar Depot and 21 Nos. Metro Stations from CCS Airport to Munshipulia, of Uttar Pradesh Metro at Lucknow**

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
1	Clause 1.1.2 of NIT ( Vol 1) mentioned at page no 1	Approximate cost of work	<b>Approximate cost of works</b> - As per the document the approximate cost of works mentioned is <b>INR 18 crores for 36 months</b> . As per our calculation for 36 months the manpower cost as per number of manpower mentioned in the document is coming to aprox. 16.2 crores plus material as per list attached is of 2.5 crore plus new machines have to be given & its maintenance / spares are of 1 crores . Total cost is of 19.7 crores without contractor margin . If we take standard 10% contractor margin then <b>the estimate should be of 21.67 crores approx for 36 months</b> . Please clarify .	Bidders are advised that rates in BOQ are to be quoted duly complying all terms and conditions of tender documents.
2	Annexure 8 of ITT ( Vol 1) mentioned at page no 56	Minimum requirement of chemicals and consumables	<b>Quantity of material</b> - As per the standard of work required by Metro authorities and as per our experience in this industry from last 15 years, the <b>quantity of material mentioned in the tender is not appropriate / is less</b> . The quantity of material should be atleast 20-25% more than what is mentioned in the document .	As per Tender Conditions.
3	Annexure 8 of ITT ( Vol 1) mentioned at page no 56	Minimum requirement of chemicals and consumables	<b>Pest control (medium )</b> - As the word pest control is mentioned in the tender document so it is assumed that the bidder has to provide professional / commercial pest control services also . Please clarify as to the scope of pest control services in this tender . <b>Whether we have to just provide the material as mentioned in the annexure ( Hit ) or we have to do proper pest control services</b> .	Bidder has to provide the material as mentioned in the annexure (Hit) for normal housekeeping and cleaning purpose. However, intensive pest control is not in scope of this tender.
4	Clause 1.1.3.2 A of NIT ( Vol 1) mentioned at page No 7	"Similar work" for this contract shall be work involving Mechanized Cleaning and housekeeping works in Railways/ Metros/ Airports/ shopping malls utilizing machinery, chemicals and manpower.	We request you to please consider works executed for Institutions and other Govt. organizations.	As per Tender Conditions.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
5	Clause 5.39 of SCC ( Vol 2) mentioned at page No 89	5.39 Supply and Cleaning of Dust bins: (a) The contractor shall supply adequate no. of Small and Big dust bins with the approval of Employer.	<p>Please provide specifications and quantity required for each type of bins.</p> <p>Furthermore, please confirm whether its cost will be paid to the contractor on actual or its cost needs to be quoted in the cleaning services in BOQ. Please clarify.</p>	<p>Please refer clause 5.39 of Technical Specification mentioned at page No 35 ( Volume 3). Bidders are further advised to visit site for getting more details if required.</p> <p>Cost of dust bins has already been included in item rates of BOQ, No extra cost shall be paid on this account.</p>
6	Clause 1.8 of SCC ( Vol 2) mentioned at page No 86	1.8 ELECTRICITY AND WATER	Please clarify whether electricity and water will be provided to the contractor without any charges. If any charges will be borne by the contractor, please mention the same.	Electricity and water will be provided by UPMRC for usage of machinery and manpower for housekeeping purpose as per site requirement.
7	Clause 2.1 of SCC ( Vol 2) mentioned at page No 89	<p>2.1 RATES OF WAGES AND PAYMENT OF WAGES:</p> <p>The minimum wages of Supervisor and below staff considered in the tender are as per Minimum Wages of Government of Uttar Pradesh w.e.f 1st OCTOBER 2021.</p>	As per tender we understand that the evaluation will be done considering the base wages (i.e. Minimum Wages of Government of Uttar Pradesh w.e.f 1st OCTOBER 2021) and revision in minimum wages from time to time will be paid by UPMRC. Please let us know if otherwise.	As per Tender Conditions.
8	Clause 13 of GCC ( Vol 2) mentioned at page No 65	13.0 Termination of the Contract	We request you to please have a Bilateral termination. Either Party shall be entitled to terminate this contract at any time with or without cause by giving at least 30 (Thirty) days' notice in writing to the other Party.	As per Tender Conditions.
9		Payment of Bonus	Please clarify whether the statutory bonus payable to the employees to be deployed under the subject tender will be paid to the contractor on actual basis?	As per Tender Conditions.
10	BOQ	5) Schedule 'D' of Bill of Quantities comprises of Sanitization of 21 Metro Stations, Transport Nagar Depot & RSS Building and 20 No. of Metro Train set. The tenderer has to quote the rate per day for all three areas as mentioned above.	Please clarify whether Sanitation rates quoted by the bidders in "Schedule D" of BOQ will be considered for evaluating L1 bidder or Schedule ABC will only be considered?	All schedules i.e. schedule A, B, C & D of BOQ will be considered for evaluation of L1 bidder.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
11	BOQ	Schedule ABC	As per BOQ you are asking rates per unit per month for Schedule A, B & C, however as per the tender document you have mentioned the number of work-personnel required per day, and as per compliance a month is considered to have 26 days, so we hope that rates are to be quoted in BOQ as per compliance. Please clarify.	Rates are to be quoted in BOQ by bidder duly complying all terms and conditions of Tender documents.
12	Clause 1.1.3.2 A of NIT ( Vol 1) mentioned at page No 7	** "Similar work" for this contract shall be work involving Mechanized Cleaning and housekeeping works in Railways/ Metros/ Airports/ shopping malls utilizing machinery, chemicals and manpower.	This tender is completely belong to central government.Experience of Medical University/ College and Govt. Institutions like IIT etc./ big hospital should be should be added in Minimum Eligibility Criteria.	As per Tender Conditions.

## Summary Sheet of Addendum

**Tender LKHK-03: Mechanized Cleaning and Housekeeping Works of Rolling Stock (Metro Trains), Transport Nagar Depot and 21 Nos. Metro Stations from CCS Airport to Munshipulia, of Uttar Pradesh Metro at Lucknow**

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Volume 1 Annexure 5 of ITT , Page No 48	1. KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Name of country) (hereinafter called “the Bank”) are bound unto Delhi Metro Rail Corporation Limited (hereinafter called “the Employer”) in the sum of Rs for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.	1. KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Name of country) (hereinafter called “the Bank”) are bound unto <b>Delhi Uttar Pradesh</b> Metro Rail Corporation Limited (hereinafter called “the Employer”) in the sum of Rs for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.	Please refer Annexure - 1 of Addendum-1 Page 48 R
2	Volume 2 Clause 2.2 (iii) of SCC, Page No 89	Contractor has to pay Minimum Rates of wages in respect of that category of worker during the entire period of contract applicable time to time by 7th of every month. The minimum rates of wages which is higher whether it is notified by State Government or Central Government will be the minimum rates of wages in respect of that category of worker	Contractor has to pay Minimum Rates of wages in respect of that category of worker during the entire period of contract applicable time to time by 7th of every month. The minimum rates of wages which is <b>higher- whether it is</b> notified by State Government <b>or Central Government</b> will be the minimum rates of wages in respect of that category of worker	Please refer Annexure - 2 of Addendum-1 Page 89 R

Instructions to Tenderers

Annexure-5 [As per clause C18.1 of ITT]

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Name of country) (hereinafter called "the Bank") are bound unto Delhi **Uttar Pradesh** Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS.....(Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated\_\_\_\_\_for ..... (Name of the work as per clause 1.1.1 of NIT) hereinafter called the tender.

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs ..... as Tender Security against the Tenderer's offer as aforesaid.

AND WHEREAS.....(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

- a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till ..... (Date to be filled as mentioned in clause 1.1.2 (b) of NIT).
- e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. **THE CONDITIONS OF THIS OBLIGATION ARE:**

- a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. if the Tenderer does not accept the correction of his tender price in terms of Clause **E5.2** of the "Instructions to Tenderers".
- c. if the Tenderer having been notified of the acceptance of his tender by the Employer during the period of tender validity :

## **2 STAFF AND LABOUR**

### **2.1 RATES OF WAGES AND PAYMENT OF WAGES**

The minimum wages of Supervisor and below staff considered in the tender are as per Minimum Wages of Government of Uttar Pradesh w.e.f 1<sup>st</sup> OCTOBER 2021.

The contractor shall pay the staff and labour as per above reference order. However, if the new circular is received from the concerned authorities for revision of minimum wages during the currency or before finalization of the contract, the contractor shall be bound to implement the same immediately. Any variation in the rate of minimum wages/taxes will be dealt as per SCC clause 5.2 & 5.1.

The Contractor will ensure to open bank accounts for each worker employed by him and all the payments to workers will be released through bank accounts.

In case to meet out any exigency/ emergency the payment to staff shall be made in cash in the presence of Engineer-In-Charge or his nominated representative. Non-compliance of Labour Law will lead to termination of the contract as per provision of Clause 6 (b) (xi) of SCC.

### **2.2 LABOUR LAW & OBLIGATION OF CONTRACTOR**

In dealing with labour and employees, the Contractor shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India. Some of the obligation of contractor is as below for the guidance of contractor to follow:

- i) Display notices showing rates of wages, hours of work, wage period, date of payment, Name, Address & contact no. of the inspectors/ labour officer having the jurisdiction and date of payment of unpaid wages shall be displayed in English and in Hindi. A copy of notice shall be sent to the inspector and wherever any changes occur the same shall be communicated forthwith.
- ii) License for employing contract labour.
- iii) Contractor has to pay Minimum Rates of wages in respect of that category of worker during the entire period of contract applicable time to time by 7th of every month. The minimum rates of wages which is higher whether it is notified by State Government or ~~Central Government~~ will be the minimum rates of wages in respect of that category of worker.
- iv) Compliance of Minimum wages Act by Payment of wages to all staff through Bank Payment. Cash payment to new staff up to 2 month only may be allowed, and it will be made only in the presence of nominated representative of employer. Submit proof of minimum wages payment (Bank statement) on monthly basis to the employer. For initial 2 months of contract period relaxation of bank payment may be given on the above clause to full fill the obligation of opening of bank accounts of new contract labour, but after this initial period, wage payment to maximum staff must be through bank account only.
- v) Fix periods in respect of which such wages shall be payment. However Wages payment period should not exceed one month.
- vi) Wages to be paid without deduction of any kind except those specified in labour law.
- vii) Compliance of provisions & facilitate benefit under ESI act 1948 or Workmen compensation Act to the workmen.