



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/LKKNPSS -01 /2022-23

Dated: 28.09.2022

ADDENDUM-02

Name of work: LKKNPSS-01: Providing Security and allied services for Depot, Stations of Lucknow & Kanpur Metro in UPMRC.

Addendum-02 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.

(Indrajeet Verma)
CE/Contract

Contract LKKNPSS-01 : Reply to Pre-Bid Queries

Contract LKKNPSS-01: Providing Security and allied services for Depot, Stations of Lucknow & Kanpur Metro in UPMRC.

S. NO.	Bidder's S. No.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
1. G4S Secure Solutions (India) Pvt. Ltd					
1	1	Clause 4.16 (C) of (General conditions of Contract), Volume No 2	Provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer or by laws or by any relevant author.....	- Please advise if we need to provide a torch, or we have to fix proper lights and maintain them?	This clause is not applicable for this tender.
2	2	Clause 6.7 (Health & Safety) of (General Condition of Contract), Volume No 2	Precaution shall be taken by the Contractor to ensure the health and safety of his staff and labour. The Contractor shall, in collaboration with and to the requirements of the local health authorities, ensure that medical staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all time	s- Please advise if the medical facilities highlighted, are to be provided by UPMRC or G4S, and to be available on all the sites?	As per tender conditions.
3	3	6.7 (Health & Safety) of (General Condition of Contract), Volume No 2	The Contractor shall appoint a member of his staff at the Site to be responsible for maintaining the safety, and protection against accidents, of personnel on the Site. This person shall be qualified for his work and shall have the authority to issue instructions and take protective measures to prevent accidents	- Please advise if a dedicated personnel need to be provided for the same? If yes, this would come at an additional cost. We assume that the same would be accounted for in the additional manpower, Kindly confirm the same	As per tender conditions. Supervisor shall ensure the requisite measures.
4	4	1.6 (E) of (Special Condition of Contract), Volume No 2	The contractor or contractor's nominated representative shall do the safety audit of the site at least once in a month and shall report to Engineer In-charge every mont	h.- We recommend this to be done twice a year.	As per tender conditions.
5	5	6.5 of (General Condition of Contract), Volume No 2	The Contractor, if required, shall carry out work during night hours or in shifts, unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work. The Contractor shall provide adequate lighting and safety arrangements	- Since the premise is managed by UPMRC, Lighting and safety arrangement responsibility lies with UPMRC, please confirm.	As per tender conditions. Lighting arrangements shall be provided by UPMRC.
6	6	-	-	BOCW compliances- BOCW is applicable to Building and Construction worker and should not be applicable on Security Manpower, we would request more details and clarifications on BOCW compliances. In case of BOCW compliance 1% of cess needs to be charged on total invoice value	BOCW is not applicable for this tender.
7	7	Annexure 2 of ITT, Volume No 1	Resource proposed for the Work – Personnel	As per SOW section (vi) Manpower for security services sub section (v) at page 2 states "Total scope of work for manpower may be increased upto 25% which may be in the same city or in other city at Agra, if required.- We request 20 days notice for the deployment of 50+ additional manpower.	As per tender conditions.
8	8	Clause 11(a) of NIT Volume No 1	Monitoring Performance of Contractor states a) Performance of contractor will be judged on the performance evaluation as per clause 4.2 of 'Special conditions of contract'	This section deals with Performance security amount and not sections related with operational performance monitoring. There are no KPIs shared in the agreement to judge the monthly performance. Kindly clarify.	As per tender conditions. Please also refer Annexure 01 of Addendum 02

S. NO.	Bidder's S. No.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
9	9	-	-	SLA / Penalty: SLA / Penalty has no capping, it is with open liability. We would recommend liability to be capped and also we request penalty to be imposed on the service charges within upper capping 10% not on the monthly invoice value as mentioned in the agreement. As the Invoice Value has Minimum Wage & Statutory as the major components, we would request reconsideration of this clause.	As per tender conditions.
10	10	C 17 Volume No 1		Tenders shall be valid for a period of 180 days from the date of submission- The prices are subject to change with change in minimum wages and other statutes as and when notified by respective government authorities.	As per tender conditions. Price variation is applicable as per clause 5.2 of SCC of tender documents.
11	11	Clause C 2.6 (b) of ITT Volume No 1	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 till the completion date including the date of extended period of contract please refer clause 5.3 of SCC.	Changes in tax are governed by the Government of India and mandatorily to be applied on change.	As per tender conditions. GST shall be extra as applicable.
12	12	Clause C 2.6 (C)(i) AND (II) of ITT Volume No 1	(i) 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 UPMRC project. (ii) Certificate of the Chartered Accountant in regards to turnover of the contractor relating to UPMRC project and GST paid/adjusted through Input Tax Credit	No documents with regard to Custom and Excise duty will be required to be submitted.- G4S deposit the consolidated statewise GST payable amount and files the returns within due dates as per the GST law in force	It is confirmed that no documents with regard to Custom and Excise duty will be required to be submitted. As per tender conditions.
13	13	1.5 (Special Condition of Contract) ,Volume No 2	Technical equipment like X-BIS, HHMD and DFMD will be provided by UPMRC.	We assume all the equipments will be provided by UPMRC as and when required	It is confirmed that the equipment will be provided by UPMRC as and when required in terms of clause 1.5 of Special Condition of Contract of tender documents.
14	14	Clause 2.5 of SCC , Vol. 2	-	Police verification- The contractor shall carryout antecedent check and the police verification of all of the staff and shall submit the same before deploying of the staff. No justification of the contractor not submitting the police verification on account of delay by the police authority or otherwise shall be entertained and no relaxation will be granted on this issue.- Our endeavour is to share the PV certificate before deployment, however, in case of any delay from the authorities end, an PV applied acknowledgement copy will be shared, please confirm PV - Police Verification	As per tender conditions. Please also refer Annexure 02 of Addendum 02.
15	15	Clause 6 of (Special Condition of Contract) Volume No 2	PENALTY & DEDUCTION	We request detailed discussion on SLA/KPI and Penalty.	As per tender conditions.
16	16	1.5 (Special Condition of Contract) ,Volume No 2	Technical equipment like X-BIS, HHMD and DFMD will be provided by UPMRC.	All technical equipments like X-BIS, HHMD and DFMD will be provided by UPMRC- Training on X-BIS would be given by G4S inhouse trainers, if professional certified training is required then it will have an additional cost	As per tender conditions. Please also refer Annexure 03 of Addendum 02.

S. NO.	Bidder's S. No.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
17	17	Clause 11 of NIT Volume No 1	Monitoring Performance of Contractor	Emphasis is on lesser manpower with more productive and effective use of machines to get desired quality of cleaning consistently in minimum possible time. - We understand that the same is not applicable to Security services provided by G4S.	As per tender conditions. Please also refer Annexure 01 of Addendum 02
18	18	Annexure 2 of ITT, Volume No 1	Resource proposed for the Work – Personnel	We request clarification on deployment numbers as in one point it states 388 manpower while Annexure 2 states 407 manpower	Total 407 number of security personnel are required to be deployed as per Annexure 02 of ITT.
19	19	Annexure 3 & 4 of NIT Volume No 1	-	Annexure 3 of NIT (BALANCE WORKS IN HAND) & Annexure 4 of NIT (AVAILABLE BID CAPACITY) - G4S has 6000+ Contracts which are on continuous basis, If required we can submit our Balance Sheet Statement for Last few Years. Balance sheet for Year 2021 - 22 is not audited, we will provide provisional Balance Sheet.	As per tender conditions.
20	20	Annexure-3 of Instructions to Tenderers [As per clause C12.1] Volume No 1	-	Minimum level of supervision & qualification/ experience of site staff - Security Guard Minimum Qualification should be 10th.	As per tender conditions. Please also refer Annexure 04 of Addendum 02.
21	21	BOQ	Gratuity	Gratuity is not a part of Cost Sheet. As per Volume No 1 Clause C12.1 Minimum Experience of Guard is 3 Years and the contract is for 3 Years. As such maximum Guards will be entitled to Gratuity and in case of Supervisor Five Years Minimum Years Experience is required as such Supervisor will be entitled to Gratuity from the Very First Day.	Gratuity as applicable shall be paid extra as per prevalent rules. Please refer note 05 of revised BOQ.
22	22	(General Condition of Contract), Volume 2	-	This Contract may be terminated by either party without cause by giving the other party one (1) months prior written notice thereof.	As per tender conditions.
23	23	Clause 15.1 of (General Condition of Contract), Volume No 2	Professional Indemnity Insurance	In the said clause 15.1 the requirement of Insurance is very wide and does not stipulate the quantum.	This clause is not applicable for this tender.
24	24	Clause 17.3 of (General Condition of Contract), Volume 2	-	This clause should be replaced as " Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussions of the authorised representatives of the parties. However, if any such claim, dispute or difference cannot resolved through such joint discussions within thirty (30) days of the date of the notice then the matter shall be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The arbitration proceedings shall be in English and the seat of the arbitrator and the venue for the arbitration will be New Delhi. The decision of the arbitrator shall be final and binding on the parties. This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts at New Delhi.	As per tender conditions. The jurisdiction of court shall be at Lucknow only.

S. NO.	Bidder's S. No.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
2. Ironman Security Services Pvt Ltd.					
25	1	Clause 1.1.2 of NIT Volume 1	-	Is there any Exemption for Payment of EMD to IVISIVE FIRMS? Please confirm if EMD can be accepted in the form of Bank Guarantee as well, if Yes please provide the beneficiary details. Or Only payment by RTGS, NEFT & IMPS is acceptable?	As per tender conditions. Prevalent rules in connection with MSME shall be applicable.
26	2	Annexure 2 of NIT Volume 1	-	Since our Balance sheet for FY 2021-22 has not been audited till date, Is it applicable if we input provisional data for FY 2021-22 in the given format?	As per tender conditions. Please also refer Notes of clause 1.1.3. B of NIT.
27	3	-	-	What will be the minimum acceptable service charge?	In compliance of para 6 of UP Govt letter No 3/2021/103/18-2-2021-97(LU)/2016 TC-1 dated 19 Feb 2021, minimum service charges @ 4.50 % shall be quoted by bidder. Quoted service Charges below 4.5% shall be treated non responsive and their offer shall be summarily rejected. Please also refer note 06 of revised BOQ.
3. SIS Limited					
28	1	E5.1.7 of ITT, Vol 1	Quotes below the minimum wages or NIL service charges are to be considered unresponsive and shall be summarily rejected.	We request you to fix a Minimum Service Charge Percentage to be quoted for this tender.	In compliance of para 6 of UP Govt letter No 3/2021/103/18-2-2021-97(LU)/2016 TC-1 dated 19 Feb 2021, minimum service charges @ 4.50 % shall be quoted by bidder. Quoted service Charges below 4.5% shall be treated non responsive and their offer shall be summarily rejected. Please also refer note 06 of revised BOQ.
29	2	Annexure 3 and 4 of NIT	-	The details asked in these annexures are not applicable to Security Service Industry. Therefore we request you to either remove or amend the annexures.	Annexure 3 and 4 of NIT is required as per tender conditions.
30	3	Annexure-1 of NIT	-	Whether the same format is required from the client or any other format which will include all required data will work?	As per tender conditions. Annexure 1 of NIT is required to be filled by the tenderer supported by Client certificate containing requisite data.
4. M/S BOMBAY INTELLIGENCE SECURITY (INDIA) LTD					
31	1	CLAUSE NO.1.1.3.2, A, of NIT, Vol. 1	** "Similar work" for this contract shall be work involving Security Services in Metro Rail/ Airports/Large PSU.	You have mentioned that Metro Rail, Airports, Large PSU will be considered towards the experience of working of the Agency, need clarification that Hospital like AIIMS along with Nationalized Banks experience would be acceptable and if so what documentary evidence is required for the same	As per tender conditions.
32	2	CLAUSE NO.1.1.3.2, A, of NIT, Vol. 1	Note: For the above, documentary proof such as LOA, completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates, and Form 26 AS for all payments received and copy of final/last bill paid by client shall be submitted.	Submission of so many documents for working private client should be minimized and should be limited to either bill wise detail payment certify by CA or Form 26 AS or TDS certificate of the particular client	The documents are mandatorily to be submitted as per tender conditions.

S. NO.	Bidder's S. No.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
33	3	CLAUSE NO.1.1.3.2, A, of NIT, Vol. 1	For completed works, value of work done shall be updated to ending last date of previous month of submission end date of tender price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year.	Kindly clarify that if the contract is closed in the year 2018, with a contract value 18 crore p.a. What amount of contract value to be shown in Annexure 1 of NIT, Work Experience, under heading (in equivalent INR at last date of previous month of submission of tender price level)	As per tender conditions. Please also refer Notes of clause 1.1.3.2 A of NIT.
34	4	CLAUSE NO.1.1.3.2, B, of NIT, Vol. 1	B. Financial Standing: Notes: If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.	Will the Provisional balance sheet for the FY 2021-22 will be acceptable	As per tender conditions. Please also refer Notes of clause 1.1.3.2 B of NIT.
35	5	clause no. 12 of NIT(Section 2) ,Volume 1, , Time Schedule	No overtime is considered to achieve higher level of safety standards. The agency must ensure timely payment of salary, PF, ESI etc. and prompt medical facility to sick/injured to all staff. In case of death of staff on duty, the agency is to deposit Rs.1,00,000/- in UPMRC Labour Welfare Fund to enable UPMRC to release Rs.2,00,000/- for heir apparent as immediate relief to his dependent. Subsequently agency should facilitate compensation on priority. Violation of these basic provisions shall attract a penalty of 5% of annual contract value and repeated violations shall lead to termination of contract.	This may please be explained for clarity	No overtime is payable as per tender conditions. Please also refer clause 12 of NIT.
36	6	ANNEXURE 4 OF NIT, Vol. 1	Available Bid Capacity 2*A*N-B (Rs. In lacs) ABC should not be more than NIT value	Please clarify in details	As per tender conditions. Available Bid Capacity (ABC) should be more than NIT Value. Please also refer clause 1.1.3.2 B (v) of NIT.
37	7	ANNEXURE-3 of ITT, Vol 1	MINIMUM LEVEL OF QUALIFICATION OF SECURITY GUARD (SEMI SKILLED)-INTERMEDIATE	Qualification of SG (Semiskilled) should be matriculate	Please refer Annexure 04 of Addendum 02.
38	8	ANNEXURE -11 of ITT, Vol 1	INDEMNITY (TO BE FILLED BY CONTRACTOR STAFF INDIVIDUALLY)	This is to be submitted after award of the contract, and by whom.	Agreed. Please also refer Annexure 05 of Addendum 02.
39	9	CLAUSE NO. 15 of GCC, Volume 2	Professional Indemnity Insurance	Professional indemnity Insurance, what about we need to obtain, and if already we are having the said policy will it be acceptable.	This clause is not applicable for this tender.
40	10	Clause 2.2(xxi) of SSC ,Volume2	Pay overtime at the rate of double the ordinary rate of wages, when a worker works for more than nine hours on any day or for more than 48 hours in any week	This may please be explained for clarity	No overtime is payable as per tender conditions. Please also refer clause 12 of NIT.
41	11	Clause 2.2(xxv) of SCC ,Volume2	All payment of wages (for cash payment only) shall be made on working day at the work premises and during working time and on date notified in advance and in the case work is completed before expiry of the wage period, final payment shall be made within 48 hours of the last working day	This may please be explained for clarity	Please refer Annexure 06 of Addendum 02.
42	12	BOQ	The Payment of Gratuity Act,	No provision of gratuity in break up provided	Gratuity as applicable shall be paid extra as per prevalent rules. Please refer note 05 of revised BOQ.
5. M/S KING SECURITY GUARDS SERVICES (P) LTD					
43	1	CLAUSE NO.1.1.3.2, Minimum Eligibility Criteria, A of NIT	** "Similar work" for this contract shall be work involving Security Services in Metro Rail/ Airports/Large PSU.	it is request to you to include any government organization /reputed government institutes for presence of similar nature of work to increases the participation in tender.	As per tender conditions.

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S. NO.	Bidder's S. No.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
44	2	Appendix'10' of FOT., Vol 1	The Agency should have minimum 28% of posted strength (as single) in barrack/ hostel accommodation close to every reach as Re-enforcement in case of any emergency/ contingency/ day to day need.	Please remove the said clause from the tender.	Please refer Annexure 07 of Addendum 02.
45	3	E 1.7 of SCC , Vol. 2	Without police verification and proper I-card, no staff shall be permitted to enter the premises.....	Police verification is done by third party because of whom it would be uncertain to confirm PV before manpower deployment. Hence acceptance of acknowledgement of PV may be included in the tender. TO BE INCLUDED IN TENDER	As per tender conditions. Please also refer Annexure 02 of Addendum 02.
46	4	-	-	Any changes in the taxes structure post contract commencement may be compensated by UPMRC. TO BE INCLUDED IN TENDER	Any change in taxes shall be payable as per tender conditions.



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S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Clause 11(a) of NIT Volume No 1, Page 12	a) Performance of contractor will be judged on the performance evaluation as per clause 4.2 of 'Special conditions of contract'. b) Daily inspection to be done by UPMRC and in case of any dispute joint inspection to be done by UPMRC with Contractor. c) Emphasis is on lesser manpower with more productive and effective use of machines to get desired quality of cleaning consistently in minimum possible time.	a) Performance of contractor will be judged on the performance evaluation as per clause 4.2 of 'Special conditions of contract'. b) Daily inspection to be done by UPMRC and in case of any dispute joint inspection to be done by UPMRC with Contractor. c) Emphasis is on lesser manpower with more productive and effective use of machines to get desired quality of cleaning consistently in minimum possible time.	Annexure 1 of Addendum 02, Page 12R
2	Clause 2.5 of SCC, Vol. 2, Page 90	The contractor shall carryout antecedent check and the police verification of all of the staff and shall submit the same before deploying of the staff. No justification of the contractor not submitting the police verification on account of delay by the police authority or otherwise shall be entertained and no relaxation will be granted on this issue.	The contractor shall carryout antecedent check and apply for the police verification of all of the staff and shall submit the same before within 45 days of deploying of the staff. No justification of the contractor not submitting the police verification on account of delay by the police authority or otherwise shall be entertained and no relaxation will be granted on this issue. However, a receipt of acknowledgement towards submission of police verification to the appropriate authority shall be submitted at the time of deployment of Security Personnel. In case of failure of Contractor to submit the Police verification within 45 days, the concerned Security Personnel shall be removed from duty.	Annexure 2 of Addendum 02, Page 90R
3	Clause 1.5 SCC, Vol. No 2, Page 84	Technical equipment like X-BIS, HHMD and DFMD will be provided by UPMRC	Technical equipment like X-BIS, HHMD and DFMD will be provided by UPMRC. Proper training to the frisking guard (Male/Female) shall be provided by the contractor. No extra amount on this account shall be admissible.	Annexure 3 of Addendum 02, Page 84R
4	S. No. 1, Column 3 of Annexure-3 of ITT Volume No 1, Page 43	Intermedate	Intermediate <u>High School(10th Pass)</u>	Annexure 4 of Addendum 02, Page 43R
5	ANNEXURE -11 of ITT, Vol 1, Page 57	INDEMNITY (TO BE FILLED BY CONTRACTOR STAFF INDIVIDUALLY)	(To be submitted after award of contract on deployment of security personnel)	Annexure 5 of Addendum 02, Page 57R
6	Clause 2.2(xxv) of SCC, Vol. 2, Page 89	All payment of wages (for cash payment only) shall be made on working day at the work premises and during working time and on date notified in advance and in the case work is completed before expiry of the wage period, final payment shall be made within 48 hours of the last working day.	Deleted	Annexure 6 of Addendum 02, Page 89 R
7	Appendix'10' of FOT., Vol 1, Page 72	The Agency should have minimum 28% of posted strength (as single) in barrack/ hostel accommodation close to every reach as Re-enforcement in case of any emergency/ contingency/ day to day need.	Deleted	Annexure 7 of Addendum 02, Page 72R
8	Clause E5.8 of ITT, Vol 1, Page 39	If two or more bidders quote the same rate, then preference shall be given to the one, who has higher average audited turnover. However, UPMRC decision in this regard shall be final.	If two or more bidders quote the same rate, then preference shall be given to the one, who has higher average audited turnover. However, UPMRC decision in this regard shall be final. If two or more eligible bidders quote same rate and become Lowest bidder (L1), the tender shall be awarded to the bidder having highest value of Average Annual Turnover as per clause 1.1.3.2 B. However, UPMRC decision in this regard shall be final and binding.	Annexure 8 of Addendum 02, Page 39R

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
9	Vol.4, BOQ	BOQ in excel format	Revised excel file of BOQ uploaded in finance cover on CPP Portal.	-

Tender LKKNPSS-01: Providing Security and allied services for Depot, Stations of Lucknow & Kanpur Metro in UPMRC.

6.3 Total scope of work for manpower may be increased upto 25% which may be in same city or in other city at Agra, if required.

6.4 Supervisor shall be from ex-Army/Police/CPMF or certified from appropriate certificate body eg. NCVT (National Council for Vocational Training), NSDC (National Skill development corporation) etc or having 5 year of working experience.

6.5 The security guard shall be trained for passenger/ customer dealing etc. The frisking security guards shall be trained properly with DFMD/ HHMD handling.

7. All technical equipments like X-BIS, HHMD and DFMD will be provided by UPMRC.
8. The supervisor shall co-ordinate with the full security staff and keeps watch and take rounds at regular intervals so that the security of the colony is not compromised.
9. The guards shall be alert and keep watch on the area for which they are authorised and also be aware of the surrounding area.
10. In case of any emergency the supervisor shall immediately contact the concerned of the UPMRC Officials.

11. Monitoring Performance of Contractor

- a) Performance of contractor will be judged on the performance evaluation as per clause 4.2 of 'Special conditions of contract'.
- b) Daily inspection to be done by UPMRC and in case of any dispute joint inspection to be done by UPMRC with Contractor.
- c) ~~Emphasis is on lesser manpower with more productive and effective use of machines to get desired quality of cleaning consistently in minimum possible time.~~

12 Time Schedule

No overtime is considered to achieve higher level of safety standards. The agency must ensure timely payment of salary, PF, ESI etc. and prompt medical facility to sick/injured to all staff. In case of death of staff on duty, the agency is to deposit Rs.1,00,000/- in UPMRC Labour Welfare Fund to enable UPMRC to release Rs.2,00,000/- for heir apparent as immediate relief to his dependent. Subsequently agency should facilitate compensation on priority. Violation of these basic provisions shall attract a penalty of 5% of annual contract value and repeated violations shall lead to termination of contract.

The contractor shall carryout antecedent check and and apply for police verification of all of the staff and shall submit the same before within 45 days of deploying of the staff. ~~No justification of the contractor not submitting the police verification on account of delay by the police authority or otherwise shall be entertained and no relaxation will be granted on this issue.~~ **However, a receipt of acknowledgement towards submission of police verification to the appropriate authority shall be submitted at the time of deployment of Security Personnel. In case of failure of the contractor to submit Police verification within 45 days, the concerned Security Personnel shall be removed from duty.**

2.6 UNIFORMS

All Security personnel and representative of contractor shall wear neat and smart uniform (Shirt, Pant, shoes) with Firm 's logo to be supplied by the contractor at his own cost. The personnel without uniform shall not be permitted in the premises and penalties shall be imposed on the contractor (as per SCC clause 6 (b)(iii)).

2.7 PHOTO IDENTITY CARDS

The contractor shall provide the photo identity cards to all of the contractor's staff. Before deputing the staff for cleaning a copy of the photo identity card will be submitted to the Engineer In-charge. Staff without identity card shall not be permitted to enter in the premises. The photo I-card shall also mention PF and ESIC number of respective employees.

Identity card shall only be signed by the either contractor himself or contractor's representative and shall have the contractor's stamp. The identity card signed by any other person shall not be valid.

The photo has to be printed along with the other details on the paper and then laminated. The identity card having pasted photo shall not be valid. Before deputing the staff for cleaning a copy of the photo identity card will be submitted to the Employer

2.8 COMMUNICATION FACILITIES TO STAFF

The contractor shall provide the mobile phone communication facilities to contractor's Supervisors and the mobile number shall be provided to Engineer In-charge.

3 WORK EXECUTION AND QUALITY CONTROL

3.1 MANNER OF EXECUTION

The contractor shall comply the schedules, procedures, methodology, work instruction given in technical specification and scope of work. The contractor shall use only the specified material and machines.

3.2 INSPECTION

Annexure-03

SPECIAL CONDITION OF CONTRACT (SCC)

1. GENERAL

1.1 REPRESENTATION ON WORKS

The contractor's supervisor shall be the representative of contractor on site. The instructions given by the Engineer In-charge or Engineer In-charge's representative to team leader shall be complied immediately. The contractor shall not replace any of the deployed staffs for the work without permission of Engineer In-charge.

The contractor either himself or his nominated representative (senior to the team leader) duly authorized by the contractor shall be responsible to attend any exigency/ emergency/ attend meetings, to resolve all the issues related to satisfactory execution of the work.

1.2 SUB-CONTRACTOR

Sub-contracting of whole work or any part of work shall not be permitted in the contract. If it comes to the notice of employer that the work or part of work has been subcontracted the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the contractor.

1.3 SUFFICIENCY OF ACCEPTED CONTRACT AMOUNT

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for Execution and Completion of the Works with High Quality Level.

The contractor shall be deemed to have satisfied himself as the sufficiency of contract prices for the payments to employees towards compliance of minimum wages, PF & ESI etc.

1.4 PROGRESS REPORTS

The contractor shall attend a meeting with Engineer-in-charge every month to elaborate the measures which the contractor proposes to take in order to improve the quality of work, efficiency, progress of the action items, progress of work, compliance of safety audit report etc. The Contractor shall also submit to the Engineer In-charge such other reports as may reasonably be required by him or any relevant authority or public body.

1.5 EQUIPMENTS, MACHINERY AND PLANTS

Technical equipment like X-BIS, HHMD and DFMD will be provided by UPMRC. **Proper training to the frisking guard (Male/Female) shall be provided by the contractor. No extra amount on this account shall be admissible.**

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Instructions to Tenderers
Annexure-3 [As per clause C12.1]
MINIMUM ORGANISATION STRUCTURE REQUIRED

Minimum level of supervision & qualification/ experience of site staff is as follows:

S. No.	DESIGNATION	QUALIFICATION	Age	EXPERIENCE LEVEL
1	Security Guard(Semi skilled)	Intermediate <u>High School</u> <u>(10th Pass)</u>	Less than 45 Year	Minimum 3 years' experience
2	Security Supervisor (Skilled)	Graduate	Less than 45 Year	Minimum 5 years' experience as per para 6.4 of brief scope of work mentioned in section 2 of NIT
3	Security Officer	Ex-Sub Major/Sub of Army/CPMF/Police	-	-

SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER



Instructions to Tenderers

Annexure-11

INDEMNITY

(To be filled by Contractor staff individually)

(To be submitted after award of contract on deployment of security personnel)

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedures. I declare that I will be responsible for any safety violations/accident etc. UPMRC will not be responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against UPMRC. All the prescribed uniforms and PPE shall be provided free of cost to staff deployed by me. No claim shall be raised with UPMRC in this regard.

.....
Name of Indemnifier

.....
Signature of Indemnifier

.....
NAME OF CONTRACTOR

.....
SIGNATURE OF CONTRACTOR

Annexure- 06

- xxiv) Issue wages slips to workmen every month in respect of disbursement of individual wages in standardized Performa FORM XIX.
- xxv) ~~All payment of wages (for cash payment only) shall be made on working day at the work premises and during working time and on date notified in advance and in the case work is completed before expiry of the wage period, final payment shall be made within 48 hours of the last working day. Deleted.~~
- xxvi) Contractor shall, within seven days of every month, submit to the principal employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish to him such information as the principal employer is required to furnish under the provisions of the Commissioner. (Sec-36B of the EPF & MP act).
- xxvii) The contractor shall not harass its workers employed for UPMRC's work and shall issue necessary certificate viz. Experience certificate if requested by the workmen. Maintain individual Attendance Cards for all employees.

The aforesaid provisions however shall not be liable for complying any other labour laws in force and he shall be liable for compliance of all laws amended time to time.

2.3 PROVISION OF EFFICIENT AND COMPETENT STAFF

The personnel deployed for the security services should be qualified, trained, efficient, competent in the relevant work.

Contractor shall submit the documentary evidence of formal training imparted to staff prior to deputing staff for security services.

2.4 PRESERVATION OF PEACE AND ORDERLY CONDUCT

The contractor shall be fully responsible to ensure the discipline, and orderly conduct among the staff deployed for work. Smoking & Consumption of Tobacco in any form is not allowed. The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited in the depot.

The Engineer-In-Charge may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer-In-Charge, persists in any misconduct, is incompetent or negligent in the performance of his duties, fails to conform with any provisions of the Contract, or persists in any conduct which is prejudicial to safety, health, or the protection of the environment. Any claim or dispute arises due to removal of such person shall have to be dealt only by the contractor and employer shall not be the party to such action in any case.

2.5 POLICE VERIFICATION

FORM OF TENDER- Appendix- 10
Undertaking for Re-enforcement of Security Personnel

(Deleted)

~~The Agency should have minimum 28% of posted strength (as single) in barrack/ hostel accommodation close to every reach as Re-enforcement in case of any emergency/ contingency/ day to day need.~~

~~STAMP & SIGNATURE OF AUTHORISED SIGNATORY~~

Tender LKKNPSS-01: Providing Security and allied services for Depot, Stations of Lucknow & Kanpur Metro in UPMRC.

In case the tenderer fails to inform UPMRC of such happening before award of contract and the contract is awarded to them, and if during the course of execution of contract, UPMRC discovers of any such occurrence, UPMRC reserves the right to terminate the contract and award the contract to the next lowest evaluated bidder at the risk and cost of the said tenderer.

E5.8 ~~If two or more bidders quote the same rate, then preference shall be given to the one, who has higher average audited turnover. However, UPMRC decision in this regard shall be final.~~

If two or more eligible bidders quote same rate and become Lowest bidder (L1), the tender shall be awarded to the bidder having highest value of Average Annual Turnover as per clause 1.1.3.2 B. However, UPMRC decision in this regard shall be final and binding.

E6 Indigenisation

E6.1 Tenderers are encouraged to involve domestic firms in the Contract organisation and procurement processes.

F Award of Contract

F1 Award

F1.1 Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph E4 and who has offered the Lowest Evaluated Tender Price as per paragraph E5.5, Variant bids are not allowed.

F1.2 The Employer shall inform all the Tenderers regarding the contract award when publishing the evaluation results of the Financial Bids through the eProcurement portal.

F2 Employer's Right to accept any Tender and to reject any or all Tenders

F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.

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

F3 Notification of Award

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