



# 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/LKOCM-01/2022-23

Date: 13.06.2022

### ADDENDUM-01

Tender ID	2022_UPMRC_116843_1
Tender Ref No	LKOCM 01

**Name of work: Tender LKOCM 01** : Repair and Maintenance Work of UP Metro Officers Colony (Civil and E and M works) in Lucknow.

Addendum-01 of above tender is being issued and 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)



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

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## Summary Sheet of Addendum

Name of work: Tender LKOCM 01 : Repair and Maintenance Work of UP Metro Officers Colony (Civil and E and M works) in 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 45	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 Delhi <b>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 45 R
2	Volume 2 Clause 2.2 (iii) of SCC, Page No 88	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</b> <del>whether it is</del> notified by State Government <del>or Central Government</del> will be the minimum rates of wages in respect of that category of worker	Please refer Annexure - 2 of Addendum-1 Page 88 R

*Satish*

**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 contractor shall pay the staff and labour as per applicable rates mentioned in BOQ. 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 months 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