



उत्तर प्रदेश मेट्रो रेल कॉरपोरेशन 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/S&T/Agra/AFC/AGAFC-01/01

Date: 12.01.2023

To,

All Bidders.

Sub: Addendum-1 and Clarification to Pre-Bid queries for Tender Package AGAFC-01.

Ref: AGAFC-01: "Design, Manufacture, Supply, Installation, Testing & Commissioning of Open Loop EMV NCMC Card & QR Code Based Automatic Fare Collection (AFC) System ON PPP Basis For Agra Metro Project"

Dear Sir/Madam,

With reference to the above subject, Addendum-01 and Clarification to Pre-Bid queries of Tender AGAFC-01 are attached herewith.

Thanking You,

A handwritten signature in blue ink, appearing to read 'Tradeep', followed by the date '12/01/23' written in the same ink.

(Tradeep Kumar Khare)

General Manager/Signal & Telecom

Tender AGAFC-01- Addendum-01

S.No	Part No.	Page No./Section Name of Tender Document	Clause No.	Description of Existing Para/Sub-Para/Clause	Add	Delete	Modified	Modified Para/Sub-Para/Clause/New-Clause
1	Part 1	SECTION-III: Eligibility & Qualification Criteria , Eligibility Criteria for Financial Institutions		Additional Clause	v			The Prime bidder shall be a sheduled bank under second shedule to the RBI Act/ Payment Bank licensed under as per Payment Bank by RBI. *The Applicant will have to submit certified copy of approval by RBI.
2	Part 1	SECTION-III: Eligibility & Qualification Criteria , Eligibility Criteria for Financial Institutions (FI) Point 2		FI should have the experiece of handling channels of payment gateways (web, mobile, etc.), processing NEFT/RTGS, IMPS, ATMs, IVR, SMS, UPI etc.			v	FI should have the experiece of handling channels of payment gateways (web, mobile, etc.), processing NEFT/RTGS, IMPS, ATMs , IVR, SMS, UPI etc.
3	Part 1	SECTION-III: Eligibility & Qualification Criteria , Eligibility Criteria for Financial Institutions (FI) Point 4		FI should have the experiece of co-branding card services with other organizations / institutions			v	FI should have the experiece of co-branding card services (Physical/Digital) with other organizations / institutions

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4	Part 1	SECTION-III: Eligibility & Qualification Criteria , Eligibility Criteria for Financial Institutions (FI) Point 6		FI should have the experience in providing following corporate banking services 1. Providing Salary Accounts to employees of organization 2. Cash management services 3. Provide international remittance and payments services 4. Provide term deposit services 5. Provide working capital loans 6. Provide bill discounting services 7. Issue letter of credit. FI should be in the business of accepting deposits.		v	FI should have the experience in providing following corporate banking services 1. Providing Salary Accounts to employees of organization 2. Cash management services 3. Provide international remittance and payments services 4. Provide term deposit services 5. Provide working capital loans 6. Provide bill discounting services 7. Issue letter of credit. FI should be in the business of accepting deposits.
5	Part-4	Part-4, BOQ, Note No (7 & 8) & Page 7		7) Instead of 02 TVMs per entry as mentioned in BoQ, 03 TVMs per entry at important stations shall be provided as per mutual agreement of UPMRC & AFC contractor. 8) Additionally, 02 TVM per entry at all stations shall be provided when daily ridership of Agra metro (including Corridor I & II) goes beyond 50,000.		v	7) Instead of 02 TVMs per entry as mentioned in BOQ, 03 TVMs per entry at important stations shall be provided as per mutual agreement of UPMRC & PPP partner, with limit of maximum 5 stations per corridor . 8) Additionally, 02 TVM per entry at all stations shall be provided when daily ridership of Agra metro (including Corridor I and/or Corridor II) average ridership exceeds 50,000 for any 7 days period.

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6	Part-1	Bidding Procedures, 5.4 Form FIN – 3.1: Financial Situation and Performance	<p>Notes: Financial data for the last five audited financial years has to be submitted by the Bidder in Form FIN-3.1 to 3.3 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet for the immediately preceding financial year i.e. 20XX-XX is not available, he has to submit an affidavit certifying that the "balance sheet has actually not been audited so far". In such a case the financial data of previous 'five audited financial years before 20XX-XX will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the Bid will be considered as non-responsive.</p> <p><i>Weightage of 5% (Compounded annually) for Indian currency and 2 % per year for foreign currency shall be given for equating the financial turnover of the previous year to the current year.</i></p> <p>Where a work has been earlier undertaken in a JV/consortium, only that portion of the contract which has been undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.</p>		v	<p>Notes: Financial data for the last five audited financial years has to be submitted by the Bidder in Form FIN-3.1 to 3.3 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet for the immediately preceding financial year i.e. 20XX-XX is not available, he has to submit an affidavit certifying that the "balance sheet has actually not been audited so far". In such a case the financial data of previous 'five audited financial years before 20XX-XX will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the Bid will be considered as non-responsive.</p> <p><i>Escalation @7% per year for Indian currency and @2% per year for foreign currency shall be applicable.</i></p> <p>Where a work has been earlier undertaken in a JV/consortium, only that portion of the contract which has been undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.</p>
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7	Part-1	Section II. Bid Data Sheet, ITT 4.1	<p>Bidder may be single entity (Either AFC provider or Bank/FI) or consortium (with AFC provider and Bank/FI as compulsory partners). However, in case of single entity AFC provider may select and propose Bank/FI as subcontractor subjected to meeting qualifications requirement of Bank/FI. Similarly, Bank/FI as single entity may propose AFC vendor as subcontractor subjected to meeting qualification requirement of AFC vendor. (Maximum number of members in the JV/consortium shall be: 3 (Three) Lead member shall not have less than 41% participation and other members shall have minimum 20% participation in the proposed JV / Consortium for this work, with AFC provider and Financial Institution (FI) as mandatory consortium member. Lead member of JV/Consortium shall necessarily be Indian. The JV/consortium members should enter into a Joint Bidding Agreement supported by a letter of participation from each member. The JV/consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the consortium during the bidding process and, in the event the consortium is awarded the Contract, during contract execution.</p>			v	<p>Bidder may be single entity (Either AFC provider or Bank/FI) or consortium (with AFC provider and Bank/FI as compulsory partners). However, in case of single entity AFC provider must select and propose Bank/FI as subcontractor subjected to meeting qualifications requirement of Bank/FI. Similarly, Bank/FI as single entity must propose AFC vendor as subcontractor subjected to meeting qualification requirement of AFC vendor. (Maximum number of members in the JV/consortium shall be: 3 (Three) Lead member shall not have less than 41% participation and other members shall have minimum 20% participation in the proposed JV / Consortium for this work, with AFC provider and Financial Institution (FI) as mandatory consortium member. Lead member of JV/Consortium shall necessarily be Indian. The JV/consortium members should enter into a Joint Bidding Agreement supported by a letter of participation from each member. The JV/consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the consortium during the bidding process and, in the event the consortium is awarded the Contract, during contract execution.</p>
8	Part-1	ITT 47.6 (New para), page-50, SCC clause 30, Part-4, 2.0 Revenue sources	<p>Co-branding advertisement rights for 3 stations of Agra Metro shall be given to successful Bidder by UPMRC during contract period except Taj East Gate, Taj Mahal, Agra Fort & Jama Masjid stations. UPMRC shall invite separate tender/s for licensing of Co-branding rights / Seminaming rights/ adoption of metro stations (other than stations offered under this tender). In case, the AFC contractor participates in these separate tender/s and becomes eligible for Jama Masjid Metro station, then, the AFC contractor shall have the first right for award of Co-branding rights / Semi-naming rights/ adoption of Jama Masjid metro station, subject to the condition that the AFC contractor agrees to match the rates of H1 bidder in these tenders.</p>			v	<p>Co-branding advertisement rights for 3 stations of Agra Metro shall be given to successful Bidder by UPMRC during contract period except Taj East Gate, Taj Mahal, Agra Fort & Jama Masjid stations. UPMRC shall invite separate tender/s for licensing of Co-branding rights / Seminaming rights/ adoption of metro stations (i.e. other than stations offered under this tender). In case, the AFC contractor participates in these separate tender/s and becomes eligible for Jama Masjid Metro station, then, the AFC contractor shall have the first right for award of Co-branding rights / Semi-naming rights/ adoption of Jama Masjid metro station, subject to the condition that the AFC contractor agrees to match the rates of H1 bidder in the tender for Jama Masjid station.</p>

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Tender AGAF01: DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OPEN LOOP EMV NCMC CARD & QR CODE BASED AUTOMATIC FARE COLLECTION (AFC) SYSTEM ON PPP BASIS FOR AGRA METRO PROJECT

Pre-bid Queries and Clarifications-UPMRC Response				
Sr. No.	Clause no. and Page No.	RFP Clause	Request/Clarification sought	UPMRC Response
1	ITT 1.7 (New para), Page-29	If any section/corridor/Stations is deleted from Agra Metro Rail project, any claim/reimbursement/change in revenue sharing conditions shall not be applicable for the contractor. However project term and conditions remain unchanged	Request you to amend as below: If any section/corridor/Stations is deleted from Agra Metro Rail project, any claim/reimbursement/change in revenue sharing conditions shall not be applicable for the contractor. However project terms and conditions shall be decided on mutual agreement between PPP partners.	Please follow tender conditions.
2	ITT 47.6 (New para), page-50	Co-branding advertisement rights for 3 stations of Agra Metro shall be given to successful Bidder by UPMRC during contract period except Taj East Gate, Taj Mahal, Agra Fort & Jama Masjid stations. UPMRC shall invite separate tender/s for licensing of Co-branding rights / Seminaming rights/ adoption of metro stations (other than stations offered under this tender). In case, the AFC contractor participates in these separate tender/s and becomes eligible for Jama Masjid Metro station, then, the AFC contractor shall have the first right for award of Co-branding rights / Semi-naming rights/ adoption of Jama Masjid metro station, subject to the condition that the AFC contractor agrees to match the rates of H1 bidder in these tenders.	Request UPMRC to amend existing clause as below: Co-branding advertisement rights for 3 stations of Agra Metro shall be given to successful Bidder by UPMRC during contract period. Successful Bidder shall be given the first right of refusal that he can chose any one station out of Taj East Gate, Taj Mahal, Agra Fort & Jama Masjid stations if he matches the rates of H1 bidder for these stations.	Co-branding advertisement rights for 3 stations of Agra Metro shall be given to successful Bidder by UPMRC during contract period except Taj East Gate, Taj Mahal, Agra Fort & Jama Masjid stations. UPMRC shall invite separate tender/s for licensing of Co-branding rights / Seminaming rights/ adoption of metro stations (i.e. other than stations offered under this tender). In case, the AFC contractor participates in these separate tender/s and becomes eligible for Jama Masjid Metro station, then, the AFC contractor shall have the first right for award of Co-branding rights / Semi-naming rights/ adoption of Jama Masjid metro station, subject to the condition that the AFC contractor agrees to match the rates of H1 bidder in the tender for Jama Masjid station.
3	Part-2, PS, Section VII-B, Cl-6.2.5.1 (a), Page No. 84	Complete Central System with required Database servers, application servers, Backup server, Tape library and Middleware etc.	We request UPMRC to remove tape library, instead of tape library we can suggest for cloud based data retention.	Please follow tender conditions.
4	Part-2, PS, Section VII-B (2.2 (8)), Page No. 17	Provision of payment gateway for mobile app and top-up etc.	In reference to provision of payment gateway, our understanding is UPMRCL shall provide MDR charges for PG to the bidder separately.	No separate MDR shall be paid. Please follow tender conditions.
5	Part-2, PS, Clause no. 8.5.2.1 and Page-117	Financial Institution shall collect all cash from UPMRC stations/ central location everyday for each day's operation for all cash based ticketing transactions across all metro stations and then settle the cash with UPMRC current account with FI on T+3 settlement cycle. This is opportunity for financial institutions to earn float income.	Request UPMRCL to either delete cash-pick up scope from FI or reimburse the cost for cash pick up services to FI.	Please follow tender conditions.
6	Part-2, Clause no. 8.5.3 and Page-117	Provision of staffing TOM operators: Financial Institution shall provide TOM operators in defined operations shifts for Agra Metro Project till entire contract period	Request UPMRCL to delete this clause. As operator sourcing and recruiting is non-core area for bank and adding it on FI scope shall leads to project financially less viable from FI investment standpoint.	Please follow tender conditions.
7	Part-2, Clause no. 19.3.2 and Page-170	Setup Contractor's Premises (Project Office & Storage Space). The Contractor shall be provided space of approximately 200 SQM. to set up Project Office and Storage Space at Agra.	Request UPMRCL to delete existing clause and provide the building to set up project office and storage space to successful bidder.	Please follow tender conditions.

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8	Part-3, Special condition of contract Clause No. 11.1.1, Page No. 116;	<p>A. Contract Price Replaced with following The AFC contract will be based on Public Private partnership (PPP) model, where in the contractor shall be facilitated to earn by following means:</p> <ul style="list-style-type: none"> Retention of revenue: The bidder will be allowed to retain 3 days fare box revenue for Agra Metro projects. The contractor will be responsible for collection of Fare box revenue during entire contract period and same will be deposited to UPMRCL bank account in T+3 Days after deducting 4% fare box revenue. T is date of transaction. The Bidders will be given advertisement right on screensaver of TVM, Ticket reader and AFC gate display The Bidders will be given advertisement rights on back of QR paper Bidder will be given exclusive right of issuance of NCMC card at stations for entire contract period. The card issuance/ replacement fee shall be upto a max. limit of Rs 100/- per card, reload & top-up fee shall be upto a max. limit of 1.8% or Rs 12/- (whichever is less, rounded off to nearest Rupee), and annual fee shall be upto max. limit of Rs 25/- per card. Co-branding advertisement rights for 3 stations of Agra Metro will be given to successful Bidder by UPMRC during the AFC contract period except Taj East Gate, Taj Mahal, Agra Fort & Jama Masjid stations. UPMRC shall invite separate tender/s for licensing of Co-branding rights / Semi-naming rights/ adoption of metro stations (other than stations offered under this tender). <p>In case, the AFC contractor participates in these separate tender/s and becomes eligible for Jama Masjid Metro station, then, the AFC contractor shall have the first right for award of Co-branding rights / Semi-naming rights/ adoption of Jama Masjid metro station, subject to the condition that the AFC contractor agrees to match the rates of H1 bidder in these tenders.</p> <ul style="list-style-type: none"> Space for 1 no. ATM at any 10 Metro stations to successful bidder by UPMRC during the AFC contract period. 4% revenue of actual Fare Box revenue (exclusive of GST) generated for Agra Metro shall be shared to successful bidder till entire contract period. The Bidder shall make his own assessment for ridership details. The figures available in DPR for indicative assessment. Successful bidder will be given Advertisement right on body of AFC Gate and TVM. Employer O&M account shall be opened with successful FI. 	<p>With respect to revenue rights mentioned under RFP, we request for additional revenue sources :</p> <p>A. Contract Price Replaced with following The AFC contract will be based on Public Private partnership (PPP) model, where in the contractor shall be facilitated to earn by following means:</p> <ul style="list-style-type: none"> Retention of revenue: The bidder will be allowed to retain 3 days fare box revenue for Agra Metro projects. The contractor will be responsible for collection of Fare box revenue during entire contract period and same will be deposited to UPMRCL bank account in T+3 Days after deducting 4% fare box revenue. T is date of transaction. The Bidders will be given advertisement right on screensaver of TVM, Ticket reader and AFC gate display The Bidders will be given advertisement rights on back of QR paper Bidder will be given exclusive right of issuance of NCMC card at stations for entire contract period. The card issuance/ replacement fee shall be upto a max. limit of Rs 100/- per card, reload & top-up fee shall be upto a max. limit of 1.8% or Rs 12/- (whichever is less, rounded off to nearest Rupee), and annual fee shall be upto max. limit of Rs 25/- per card. Co-branding advertisement rights for 3 stations of Agra Metro will be given to successful Bidder by UPMRC during the AFC contract period except Taj East Gate, Taj Mahal, Agra Fort & Jama Masjid stations. UPMRC shall invite separate tender/s for licensing of Co-branding rights / Semi-naming rights/ adoption of metro stations (other than stations offered under this tender). <p>In case, the AFC contractor participates in these separate tender/s and becomes eligible for Jama Masjid Metro station, then, the AFC contractor shall have the first right for award of Co-branding rights / Semi-naming rights/ adoption of Jama Masjid metro station, subject to the condition that the AFC contractor agrees to match the rates of H1 bidder in these tenders. Our understanding is that the same clause is also applicable in Taj Estae Gate, Taj Mahal, Agra Fort alongwith Jama Masjid Station.</p> <ul style="list-style-type: none"> Space for 1 no. ATM at any 10 Metro stations to successful bidder by UPMRC during the AFC contract period. 4% revenue of actual Fare Box revenue (exclusive of GST) generated for Agra Metro shall be shared to successful bidder till entire contract period. The Bidder shall make his own assessment for ridership details. The figures available in DPR for indicative assessment. Successful bidder will be given Advertisement right on body of AFC Gate and TVM. Employer O&M account shall be opened with successful FI. Advertising space inside trains UPMRC will pay interchange fee for off us transactions (To enable interoperability). 	Please follow tender conditions.
9	Part-4, BOQ Note No- (5) and Page-6&7	In minimum BOQ table above, the quantity specified for TOM is considered for initial period of 2 years. However, in later stage the TOM can be reduced to 1 for single entry and 2 for double entry stations to promote use of TVMs.	Request you to provide firm BOQ for TOM. As ancillary cost are associated such as TOM hardware, Cabling and Operators provisioning.	Please refer BOQ mentioned in tender document.

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10	Part-4, BOQ Note No- (7 & 8) and Page-7	7) Instead of 02 TVMs per entry as mentioned in BoQ, 03 TVMs per entry at important stations shall be provided as per mutual agreement of UPMRC & AFC contractor. 8) Additionally, 02 TVM per entry at all stations shall be provided when daily ridership of Agra metro (including Corridor I & II) goes beyond 50,000.	Request you to clarify: 7) Please share quantity and List of Important stations. 8) a. Request UPMRC to provide firm BOQ with TVM quantity as 2 nos in elevated stations and 4 Nos in underground stations. b. Please clarify consideration way for ridership of 50,000 (Whether it is considerable if any single day ridership go beyond 50,000 or it is average of three month etc.?). c. Request UPMRC for additional 02 TVM per entry at all stations shall be provided as per mutual agreement of UPMRC & AFC contractor. d. Request UPMRC to promote Cashless TVM for additional TVM.	Please refer addendum-1
11	Part-4, BOQ Note No- (2) and Page-7	2) Contractor should supply the consumables during DLP Period. Consumables includes receipt paper printer rolls, toner, QR code paper tickets, printer papers at TOM, TVM, station computers and OCC workstations.	2) Consumable such as receipt paper printer rolls, toner, QR code paper tickets, printer papers contribute huge operational cost. Hence we request UPMRC to delete existing clause	Please follow tender conditions.
12	General	Additional query	Kindly clarify on below points, as it is essential datapoints for project Cost estimation: 1. Estimated Daily ridership 2. Average Ticket value 3.No. of Employees of Agra Metro 4. Different types of Passes and subsidised Ticketing 5. Expected number of Subsidised Pass holder The expected daily ridership will help the bidder analyse the penetration of NCMC card as well as the cost of the project. Therefore, request to please share the projected daily ridership for the entire contract duration i.e. till 2035	Please refer Agra Metro DPR, how ever Bidders should use their own diligence for estimation purpose.
13	General	Additional query	In reference to the current practice across all metros PAN India, the financial institution are allowed to charge a fixed MDR for acquiring and processing the ticketing transaction of the fare media on the gates. Therefore, request you to add the revenue clause of MDR charges by the bidder for acquiring and processing the transaction	4% revenue will be shared to successful bidder. No separate MDR charges shall be payable.
14	General	Additional query	UPMRCL is requested to extend the banking service to the winning FI such as : 1.) Salary Accounts 2.) Salary Remittance Account 3.) Current Account 4.) Term Deposits 5.) Bank Guarantee deposit 6.) Remittance A/C 7.) Working Capital Loans	Please follow tender conditions.

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15	ITT 47.6 (New para), page-50	Co-branding advertisement rights for 3 stations of Agra Metro shall be given to successful Bidder by UPMRC during contract period except Taj East Gate, Taj Mahal, Agra Fort & Jama Masjid stations. UPMRC shall invite separate tender/s for licensing of Co-branding rights / Seminaming rights/ adoption of metro stations (other than stations offered under this tender). In case, the AFC contractor participates in these separate tender/s and becomes eligible for Jama Masjid Metro station, then, the AFC contractor shall have the first right for award of Co-branding rights / Semi-naming rights/ adoption of Jama Masjid metro station, subject to the condition that the AFC contractor agrees to match the rates of H1 bidder in these tenders.	Request UPMRC to amend existing clause as below: Co-branding advertisement rights for 3 stations of Agra Metro shall be given to successful Bidder by UPMRC during contract period. Bidder can chose any one station out of Taj East Gate, Taj Mahal, Agra Fort & Jama Masjid stations. UPMRC shall invite separate tender/s for licensing of Co-branding rights / Seminaming rights/ adoption of metro stations for Taj East Gate, Taj Mahal, Agra Fort & Jama Masjid stations (other than stations chosen by AFC contractor). In case, the AFC contractor participates in these separate tender/s and becomes eligible for Taj East Gate, Taj Mahal, Agra Fort & Jama Masjid stations (other than stations chosen by contractor), then the AFC contractor shall have the first right for award of Co-branding rights / Semi-naming rights/ adoption of Jama Masjid metro station, subject to the condition that the AFC contractor agrees to match the rates of H1 bidder in these tenders.	Please refer addendum-1
16	Part-4, BOQ Note No- (2) and Page-7	7) Instead of 02 TVMs per entry as mentioned in BoQ, 03 TVMs per entry at important stations shall be provided as per mutual agreement of UPMRC & AFC contractor. 8) Additionally, 02 TVM per entry at all stations shall be provided when daily ridership of Agra metro (including Corridor I & II) goes beyond 50,000.	a) We request UPMRC to reduce TVM quantity and consider for cashless TVM. To promote digital transaction as per GOI vision. b) We request to UPMRC for additional 02 TVM per entry shall be changed to per station.	Please follow tender condition along with Addendum-1.
17	Part-4, BOQ Note No- (5) and Page-6&7	In minimum BOQ table above, the quantity specified for TOM is considered for initial period of 2 years. However, in later stage the TOM can be reduced to 1 for single entry and 2 for double entry stations to promote use of TVMs.	Request UPMRC amend the clause as below: In minimum BOQ table above, the quantity specified for TOM is considered for initial period of 2 years. However, in later stage the TOM can be reduced to 1 for single entry and 2 for double entry stations to promote use of TVMs. We request for after supply of TVM mentioned in the RFP, simultaneously Bidder may reduce the TOM Operator to 1 for single entry and 2 for double entry stations.	Please follow tender conditions.
18	General	Additional query	Kindly clarify on below points, as it is essential datapoint for project Cost estimation: 1. Kindly provide minimum guaranteed ticket volume, at list 50% of ridership as mentioned in DPR.	Please refer Agra Metro DPR, how ever Bidders should use their own diligence for estimation purpose.
19	Part 1 – Bidding Procedures, SECTION-III: Eligibility & Qualification Criteria 1. Eligibility -> 1.2 Conflict of Interest No conflicts of interest in accordance with ITT 4.2	Submission Requirements:-> Letter of Bid	As per RFP there no specific draft of Letter of Bid. However there are (1.1 Letter of Initial Filter) (1.2 Letter of Technical Bid) (1.3 Letter of Price Bid). Request to help with exact draft of the said letter.	Tender documents are self explanatory. Please follow tender conditions.

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20	<p>Part 1 – Bidding Procedures, SECTION-III: Eligibility & Qualification Criteria</p> <p>2. Historical Contract Non-Performance</p> <p>2.2 "Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid -> validity" Not under suspension based on execution of a Bid Securing Declaration pursuant to ITT 4.4 or withdrawal of a Bid pursuant ITT 19.9.</p>	<p>Submission Requirements:-> Letter of Bid</p>	<p>As per RFP there no specific draft of Letter of Bid. However there are (1.1 Letter of Initial Filter) (1.2 Letter of Technical Bid) (1.3 Letter of Price Bid).</p> <p>Request to help with exact draft of the said letter.</p>	<p>Tender documents are self explanatory. Please follow tender conditions.</p>
21	<p>Part 1 – Bidding Procedures, 5.4 Form FIN – 3.1: Financial Situation and Performance</p>	<p>Notes:</p> <p>Financial data for the last five audited financial years has to be submitted by the Bidder in Form FIN-3.1 to 3.3 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet for the immediately preceding financial year i.e. 20XX-XX is not available, he has to submit an affidavit certifying that the "balance sheet has actually not been audited so far". In such a case the financial data of previous 'five audited financial years before 20XX-XX will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the Bid will be considered as non-responsive.</p> <p><i>Weightage of 5% (Compounded annually) for Indian currency and 2 % per year for foreign currency shall be given for equating the financial turnover of the previous year to the current year.</i></p> <p>Where a work has been earlier undertaken in a JV/consortium, only that portion of the contract which has been undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.</p>	<p>Kindly requested to share detailed understanding for following clause</p> <p>" Weightage of 5% (Compounded annually) for Indian currency and 2 % per year for foreign currency shall be given for equating the financial turnover of the previous year to the current year."</p>	<p>Please refer Addendum-1.</p>
22	<p>Part 1 – Bidding Procedures, 5.4 Form FIN – 3.1: Financial Situation and Performance</p>	<p>Financial Situation and Performance</p>	<p>We understand that the said form to be submitted in INR for Indian Bidders. Please confirm our understanding</p>	<p>Said Form to be submitted in INR.</p>

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23	Part 1 – Bidding Procedures, 5.5 Form FIN – 3.2: Average Annual Turnover	Average Annual Turnover		
24	Part 1 – Bidding Procedures, 5.6 Form FIN – 3.3: Financial Resources	Financial Resources		
25	Part 1 – Bidding Procedures, 3.6 "Financial soundness – bankruptcy / insolvency / restructure ng"	Submission Requirements:-> Form FIN – 3.6	As per RFP form 3.6 is deleted, so please help with exact document submitted for "3.6 "Financial soundness – bankruptcy / insolvency / restructure ng", where authority ask for Form FIN 3.6.	Please follow tender conditions.
26	Part 1 – Bidding Procedures, 5.9 Form FIN – 3.6: Bidder's Profitability	Deleted		
27	Part 1 – Section II. Bid Data Sheet, ITT 4.1	Bidder may be single entity (<u>Either AFC provider or Bank/FI</u>) or consortium (with AFC provider and Bank/FI as compulsory partners). However, in case of single entity AFC provider may select and propose Bank/FI as subcontractor subjected to meeting qualifications requirement of Bank/FI. Similarly, Bank/FI as single entity may propose AFC vendor as subcontractor subjected to meeting qualification requirement of AFC vendor. (Maximum number of members in the JV/consortium shall be: 3 (Three) Lead member shall not have less than 41% participation and other members shall have minimum 20% participation in the proposed JV / Consortium for this work, with AFC provider and Financial Institution (FI) as mandatory consortium member. Lead member of JV/Consortium shall necessarily be Indian. The JV/consortium members should enter into a Joint Bidding Agreement supported by a letter of participation from each member. The JV/consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the consortium during the bidding process and, in the event the consortium is awarded the Contract, during contract execution.	Please confirm Bidder may be single entity (Either AFC provider or Bank/FI) or consortium (with AFC provider and Bank/FI as compulsory partners) and it not mandatory that Financial Institution shall be the Prime bidder.	Please refer Addendum-1.

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28	Part 1 – Section II. Bid Data Sheet, ITT 47.1 (Additional Para)	<p>The Consortium should not comprise of more than 3 members including the lead bidder. Clear roles and responsibilities of each consortium member needs to be provided at the time of bid submission.</p> <p>The Joint Bidding Agreement would be signed by all the consortium partners and should be valid for the entire contract period (as and when initiated) and same shall need to be submitted along with the submission of bid documents. Joint Bidding Agreement of the consortium members should clearly mention their exclusive association for this tender and joint responsibility for the respective scope. Roles and responsibilities of each consortium member must also be spelt out in the Joint Bidding Agreement.</p> <p><u>Financial Institution shall be the Prime bidder of the consortium. AFC service provider shall be mandatory consortium member.</u></p> <p>Other vendors (Contactless Smart card supplier, Central Clearing House Supplier and others) could be the other members of consortium.</p> <p>All members of the consortium shall be liable for their respective scope of work. Consortium shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract.</p>		
29	Part 3 – Conditions of Contract, 13.2.2 TERMINATION	In any one of these events or circumstances, the Employer may upon giving 14 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in case of subparagraph (e) or (j), the Employer may by notice of 7 days terminate the Contract immediately.	Authorities are requested to amend the clause as follows: In any one of these events or circumstances, the Employer may upon giving 14 28 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in case of subparagraph (e) or (j), the Employer may by notice of 7 days terminate the Contract immediately.	Please follow tender conditions.
30	Part 2, 2.1.6	The FI bidder shall do all interface which are required for final AFC System which will be able to handle QR Code /Open Loop EMV (Rupay/Master/Visa) NCMC Card for Agra Metro Project	We believe the requirement is to facilitate EMV based open loop with stored value RuPay Contactless qSPARC cards. Please confirm our understanding is correct.	Please follow tender conditions.
31	Part 2, 2.1.13	The AFC Provider bidder shall be responsible for hosting the Central AFC solution at Cloud agreed by UPMRC	We presume the bidder has an option to select the cloud service provider (CSP) as per their discretion. Please confirm our understanding is correct.	This shall be dealt at design stage. The data proposed to be stored on cloud, location of server and cloud service provider necessarily needs approval of UPMRC.
32	Part 4 – PRICING BID DOCUMENTS, 2.1.13	Appendix-A: Pricing Bid Form	<p>As per our understanding, The capex plus opex for these projects is way beyond that the breakeven of the project and the P&L is negative with a huge difference. The viability of the project is difficult on 4% revenue share and we request you to increase the revenue share for the bidder to make the project viable and attractive.</p> <p>Also the current financial model is not feasible for the bidders, hence we request to revise the financial Model of the project wrt Capex part at least where Hardware to be installed at multiple stations and there is High investment from the prospective bidder(s) and Rol will from the 15 years.</p>	Please follow tender conditions.
33	Part 3 – Conditions of Contract	11.0 CONTRACT PRICE AND PAYMENT		Please follow tender conditions.

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34	<p>PART-1</p> <p>SECTION III: ELIGIBILITY AND QUALIFICATION CRITERIA, 4.3, Resource Requirement for</p> <p>Team Leader</p> <p>H/w Engineers</p> <p>Network Engineers</p> <p>Security Engineers</p>	<p>Team Leader: BE/BTech in ECE or Graduate in IT with overall all experience of 15 years and with relevant project management experience of more than 10 years of implementing AFC based systems in MRTS Projects</p> <p>H/w Engineers: BE/BTech in ECE or Graduate in IT with 10 years of experience and relevant experience of at least 05 years in implementing AFC based systems in MRTS Projects</p> <p>Network Engineers: BE/BTech in ECE or Graduate in IT with 10 years of experience and relevant experience of at least 05 years in implementing AFC based systems in MRTS Projects</p> <p>Security Engineers: BE/BTech in ECE or Graduate in IT with 10 years of experience and relevant experience of at least 05 years in implementing AFC security systems in MRTS Projects</p>	<p>As authority has allowed the experience for Metro / light rail/tram/monorail /suburban train stations/Bus Rapid Transport (BRT) we request to allow the same experience in resource requirement experinece as well and amend the requirement as follow:</p> <p>1. Team Leader: BE/BTech in ECE or Graduate in IT with overall all experience of 15 years and with relevant project management experience of more than 10 years of implementing AFC based systems in <u>Metro / light rail/ tram/monorail / suburban train stations/ Bus Rapid Transport (BRT) MRTS Projects</u></p> <p>2 H/w Engineers: BE/BTech in ECE or Graduate in IT with 10 years of experience and relevant experience of at least 05 years in implementing AFC based systems in <u>Metro / light rail/ tram/monorail / suburban train stations/ Bus Rapid Transport (BRT) MRTS Projects</u></p> <p>3. Network Engineers: BE/BTech in ECE or Graduate in IT with 10 years of experience and relevant experience of at least 05 years in implementing AFC based systems in <u>Metro / light rail/ tram/monorail / suburban train stations/ Bus Rapid Transport (BRT) MRTS Projects</u></p> <p>4. Security Engineers: BE/BTech in ECE or Graduate in IT with 10 years of experience and relevant experience of at least 05 years in implementing AFC security systems in <u>Metro / light rail/ tram/monorail / suburban train stations/ Bus Rapid Transport (BRT) MRTS Projects</u></p>	<p>Please follow tender conditions.</p>
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