



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: 24.08.2022

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,

(Tradeep Kumar Khare)

General Manager/Signal & Telecom

Tender AGAFC-01- Addendum-01

S.No	Part No.	Page No./Section Name of Tender	Clause No.	Description of Existing Para/Sub-Para/Clause	Add	Delete	Modified	Modified Para/Sub-Para/Clause/New-Clause
1	Part 1	Bidding Procedure Pg 50	ITT 47.6	<p>Contractor's revenue facilities provided by UPMRCL</p> <p>I. Bidder will be allowed retention of fare box revenue of Agra Metro for 3 days.</p> <p>II. Bidder will be given advertisement right on screensaver of TVM, Ticket reader and AFC gate display.</p> <p>III. Bidder will be given advertisement rights on back of QR paper.</p> <p>IV. Bidder will be given exclusive right of issuance of NCMC card at stations for Entire contract period.</p> <p>V. Co-branding advertisement rights for 2 stations of Agra Metro shall be given to successful Bidder by UPMRC during contract period.</p> <p>VI. Space for 1 no. ATM at 10 Metro stations of Agra Metro shall be provided to successful bidder during contract period.</p> <p>VII. 4% revenue of actual Fare Box revenue 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.</p> <p>VIII. Successful bidder will be given Advertisement right on body of AFC Gate and TVM.</p> <p>IX. Employer O&M account shall be opened with successful FI.</p> <p>Note: Please refer ITT 1.7 (New Para) also</p>			v	<p>Contractor's revenue facilities provided by UPMRCL</p> <p>I. Bidder will be allowed retention of fare box revenue of Agra Metro for 3 days.</p> <p>II. Bidder will be given advertisement right on screensaver of TVM, Ticket reader and AFC gate display.</p> <p>III. Bidder will be given advertisement rights on back of QR paper.</p> <p>IV. 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 10/- (whichever is less, rounded off to nearest Rupee), and annual fee shall be upto max. limit of Rs 25/- per card.</p> <p>V. Co-branding advertisement rights for 2 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.</p> <p>VI. Space for 1 no. ATM at 10 Metro stations of Agra Metro shall be provided to successful bidder during contract period.</p> <p>VII. 4% revenue of actual Fare Box revenue 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.</p> <p>VIII. Successful bidder will be given Advertisement right on body of AFC Gate and TVM.</p> <p>IX. Employer O&M account shall be opened with successful FI.</p> <p>Note: Please refer ITT 1.7 (New Para) also</p>
2	Part 2	Particular Specifications Pg 123	10.2.3	<p>Operating System</p> <p>(a) The application shall be supported on Android, iOS and Windows phones.</p> <p>(b) The application shall ask for password to be entered whenever a transaction is initiated from the mobile application.</p>			v	<p>Operating System</p> <p>(a) The application shall be supported on Android, iOS.</p> <p>(b) The application shall ask for password to be entered whenever a transaction is initiated from the mobile application.</p>
3	Part 2	Particular Specifications Pg 126	10.1.3	<p>Common UPMRC mobile application will be deployed for both UPMRC projects with the option of selection at particular location. However two separate mobile application with similar functionalities may also be deployed, this will be decided at detail design phase.</p>			v	<p>Common UPMRC mobile application will be deployed for all UPMRC projects with the option of selection at particular location. However separate mobile application with similar functionalities may also be deployed, this will be decided at detail design phase.</p> <p>Note: The bidder will have to provide Agra Metro Mobile app's API, DLL etc. for seamless integration with UPMRC mobile app.</p>

4	Part 3	Special Conditions of Contract (SCC) 116-117	30 A	<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. ▪ Co-branding advertisement rights for 2 stations of Agra Metro will be given to successful Bidder by UPMRC during the AFC contract period. ▪ Space for 1 no. ATM at 10 Metro stations to successful bidder by UPMRC during the AFC contract period. ▪4% revenue of actual Fare Box revenue 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. 			v	<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 10/- (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 2 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. ▪ Space for 1 no. ATM at 10 Metro stations to successful bidder by UPMRC during the AFC contract period. ▪4% revenue of actual Fare Box revenue 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.
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5	Part 4	PRICING BID DOCUMENTS Pg 2	2	<p>Revenue Sources</p> <p>2.1 Bidder will be allowed retention of fare box revenue of Agra Metro for 3 days.</p> <p>2.2 Bidder will be given advertisement right on screensaver of TVM, Ticket reader and AFC gatedisplay.</p> <p>2.3 Bidder will be given advertisement rights on back of QR paper.</p> <p>2.4 Bidder will be given exclusive right of issuance of NCMC card at stations for Entire contract period.</p> <p>2.5 Co-branding advertisement rights for 2 stations of Agra Metro shall be given to successful Bidder by UPMRC during contract period.</p> <p>2.6 Space for 1 no. ATM at 10 Metro stations of Agra Metro shall be provided to successful bidder during contract period.</p> <p>2.7 4% revenue of actual Fare Box revenue 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.</p> <p>2.8 Successful bidder will be given Advertisement right on body of AFC Gate and TVM.</p> <p>2.9 Employer O&M account shall be opened with successful FI.</p>			v	<p>Revenue Sources</p> <p>2.1 Bidder will be allowed retention of fare box revenue of Agra Metro for 3 days.</p> <p>2.2 Bidder will be given advertisement right on screensaver of TVM, Ticket reader and AFC gatedisplay.</p> <p>2.3 Bidder will be given advertisement rights on back of QR paper.</p> <p>2.4 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 10/- (whichever is less, rounded off to nearest Rupee), and annual fee shall be upto max. limit of Rs 25/- per card.</p> <p>2.5 Co-branding advertisement rights for 2 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.</p> <p>2.6 Space for 1 no. ATM at 10 Metro stations of Agra Metro shall be provided to successful bidder during contract period.</p> <p>2.7 4% revenue of actual Fare Box revenue 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.</p> <p>2.8 Successful bidder will be given Advertisement right on body of AFC Gate and TVM.</p> <p>2.9 Employer O&M account shall be opened with successful FI.</p>
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Tender-AGAFC-01 Clarification to Pre-bid Queries

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
1	Part-1	TENDER_DOCUMENT_FOR_AGAFC_01_AFC_P ART_1 Bidding Procedures Section II. Bid Data Sheet - page #50	ITT 47.6 (Additional Para) - Contractor's revenue facilities provided by UPMRCL	Will banks be allowed to charge Issuance fees, Replacement fee, Top up Fee along with Annual fee as there are costs that Bank had to incur to produce cards.	Please refer Addendum-1.
2	Part-1	TENDER_DOCUMENT_FOR_AGAFC_01_AFC_P ART_1 Bidding Procedures Section II. Bid Data Shee page #49	ITT 47.2 (Additional Para) - Roles and responsibilities of Bidder	Clarification on which party will provide the Manpower at TOM counters, will it be from Agra Metro or it lies with the successful FI.	The successful bidder will provide the manpower at TOM counters.
3	Part-1	TENDER_DOCUMENT_FOR_AGAFC_01_AFC_P ART_1 Bidding Procedures Section II. Bid Data Shee page #49	ITT 47.2 (Additional Para) - Roles and responsibilities of Bidder	Clarification on pointer- ' Promotion of NCMC cards with commuters, retailers/merchants in Lucknow/ Agra and beyond as per the direction of UPMRCL'. Kindly define promotion as per your requirement in clear terms and who will be bearing the cost.	The successful bidder will be responsible for selling & promotion of the NCMC cards.
4	Part-1	TENDER_DOCUMENT_FOR_AGAFC_01_AFC_P ART_1 Bidding Procedures Section II. Bid Data Sheet - page #50	ITT 47.6 (Additional Para) - Contractor's revenue facilities provided by UPMRCL	Detailed measurement of counters,spaces,TVM,ticket reader,AFC gates where the suuccessful bidder will get the right to advertise.	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
5	Part-1	TENDER_DOCUMENT_FOR_AGAF01_AFC_P ART_1 Bidding Procedures Section II. Bid Data Shee page #49	ITT 47.2 (Additional Para) - Roles and responsibilities of Bidder	Regarding the pointer q. - ' Common ownership & access to data acquired through AFC system '- we wish to inform that no form of customer data will be shared except transaction details.	Please follow tender conditions.
6	Part-1	TENDER_DOCUMENT_FOR_AGAF01_AFC_P ART_1 Bidding Procedures Section II. Bid Data Sheet - page #50	ITT 47.6 (Additional Para) - Contractor's revenue facilities provided by UPMRCL	Would request to specify what all banking services (Salary account, Small and Large value Fixed deposit, LC, current accounts, etc) will be provided to selected FI bidder and it would be the timeline by when all this would be moved to selected bidder FI. Also what would be the count of each services to be provided to the bank.	Please follow tender conditions.
7	Part-1	TENDER_DOCUMENT_FOR_AGAF01_AFC_P ART_1 Joint Bidding agreement- page #123	Liability of the Consortium Members	The bank should be responsible for all issues related to cards acquiring and issuing platform services and must not be held responsible for any issues arising directly or indirectly related to the AFC provider for which we wish to know clear bifurcation of liabilities in the scope of work.	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
8	Part-2	TENDER_DOCUMENT_FOR_AGAF01_AFC_P ART_2	Defect Liability Period (DLP) of AFC system (Hardware & Software and other required services) including Central computer system and AFC Back office system shall be till entire contract period of 10 years, but not limited to cost of spares, manpower, M&P etc is included in the contract. ☑ DLP scope shall cover Operation & maintenance including spares and manpower etc.	With reference to Defect Liability Period, mostly DLP period for all hardware and software of the project is for 6 years. The same can be referred to the ongoing tenders of Surat metro and Bhopal & Indore metro where the DLP period all hardware and software is 6 years. Therefore, request to please modify the clause as "Defect Liability Period (DLP) of AFC system (Hardware & Software and other required services) including Central computer system and AFC Back office system shall be till entire contract period of 6 years 10 years , but not limited to cost of spares, manpower, M&P etc is included in the contract."	Please follow tender conditions.
9	Part-2	TENDER_DOCUMENT_FOR_AGAF01_AFC_P ART_2	Cash collection and change replenishment at stations.	Please confirm whether it is to be done form each station or has to be collected by the FI from a central UPMRC location. Since this has huge cost impact for the bidder over a period of 10 Years , request you to please define the scope of cash collection from a central location.	Cash collection will be done from all Agra Metro stations.
10	Part-2	TENDER_DOCUMENT_FOR_AGAF01_AFC_P ART_2	TOM and TVM will issue card paper based QR codes through 2D bar code printer integrated with TOM and TVM as an external hardware.	Request you to kindly remove the term " Card paper" with Thermal Paper in this clause as card paper will unnecessary add to the cost of the project without any value addition to the project	Bidders design proposal shall be discussed during design phase subjected to meet system functionality.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
11	Part-2	TENDER_DOCUMENT_FOR_AGAFC_01_AFC_P ART_2		Request you to kindly remove the term from these specs of Fan fold paper as card paper will unnecessary add to the cost of the project without any value addition to the project	Please follow tender conditions.
12	Part-2	TENDER_DOCUMENT_FOR_AGAFC_01_AFC_P ART_2	The system shall allow for the integration and operation of a mobile application based ticketing. This shall be implemented & demonstrated in Test Lab on one of the entry and one of the exit gates first before implementation at all stations	In which phase this demonstration activity will be done? We are assuming this will be done during UAT. Kindly confirm.	The functionality shall be demonstrated at test lab (Software development centre) at Agra Metro premises.
13	Part-2	TENDER_DOCUMENT_FOR_AGAFC_01_AFC_P ART_2	In order to achieve common mobility Agra Metro AFC system need to be NCMC compliant to enable any NCMC card (issued by any bank or public transport operator) acceptance as fare media	Please specify the other public transport system plan in UPMRC roadmap for integration with feeder buses or intercity buses or any other . This will help in visualizing the traffic for transactions. Please clarify: 1. What type of fare media supported in feeder bus? 2. What will be the No. of transactions/day? 3. Kindly confirm if the communication to feeder AFCS is one way or two way for data exchange? In case two way communication then what data to be exchanged with Feeder AFCS system?	Agra Metro AFC system shall be NCMC compliant and NCMC card issued from Metro premises shall be accepted at any of NCMC compliant system.
14	Part-2	TENDER_DOCUMENT_FOR_AGAFC_01_AFC_P ART_2	Mobile application	Please clarify whether native or hybrid Mobile App is required?	Native app will be required.however same will be finalised during design phase.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
15	Part-2	TENDER_DOCUMENT_FOR_AG AFC_P ART_2	(a) The application shall be supported on Android, iOS and Windows phones.	Windows Mobile phone has been discontinued. Now all customers asks only Android & iPhone App requirements. Is it ok to cover iOS and Android OS only in scope ? Kindly confirm.	Mobile app shall be developed for iOS and Android platform.
16	Part-2	TENDER_DOCUMENT_FOR_AG AFC_P ART_2	Application users	Please specify the number of concurrent users expected to use the website.	Please refer Agra Metro DPR available at UPMRC website and the bidders should also make use of own diligence for estimation of concurrent users.
17	Part-2	TENDER_DOCUMENT_FOR_AG AFC_P ART_2	Module Summary: The notification/ Alerts are sent to the users through mobile application using SMS or a pop-up window.	Please clarify whether bidder need to purchase the SMS gateway OR only integration is in bidder's scope and same would be provided by UPMRC?	SMS gateway provision will be in bidder's scope.
18	Part-2	TENDER_DOCUMENT_FOR_AG AFC_P ART_2	Master schedule for development & implementation	As per our understanding the implementation period in "39 Months from the date of commencement". Please specify is there any phase wise master schedule if defined.	Please refer tender documents, Part-4, Appendix B: Brief description of sections.
19	Part-2	TENDER_DOCUMENT_FOR_AG AFC_P ART_2	Language support for web & mobile application	Please clarify, only english language support is required?	English & Hindi Language support will be required.
20	Part-2	TENDER_DOCUMENT_FOR_AG AFC_P ART_2	Under Diagram: User Interfaces o Call Center	Please provide the detailed requirements related to the call center including operational hours, IVR, desktop/phone support and manpower requirements.	Call center support shall be as per operational hours of Agra Metro.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
21	Part-2	TENDER_DOCUMENT_FOR_AGAFc_01_AFC_P ART_2	2.2.3 The AFC system design each shall meet the UPMRC requirement for handling at least 90 stations, (expandable further up to 256 station) but not to be limited by any configuration parameter).	We understand that BOQ would be provided as per appendix C for 90 stations as of now.	BOQ is defined for current 27 metro stations only. However system shall be designed for handling at least 90 Metro stations, (expandable further up to 256 station) but not to be limited by any configuration parameter/farematrix including interchange stations). System design should have provision for integrating Agra Metro New Lines/Stations with existing Agra Metro Corridor 1 & Corridor 2.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
22	Part-3	Part 3 Section VIII- General Conditions of Contract	The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the	Request to modify the clause as "The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Provided that Contractor's obligations set forth in this clause do not apply to the extent that an Indemnified Claim arises out of, relates to, or alleges: (i) Customer's breach of this Agreement; (ii) Contractor's modification in the Works in compliance with specifications provided by Employer, including without limitation deliverables to the extent created based on such specifications; or (v) use of the Works in combination with hardware or software or other material not provided by Contractor. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
23	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>(d)The Contractor will ensure to open bank accounts for each worker employed by him and his sub-contractors and all the payments to workers will be released through bank accounts.</p> <p>(e) The violation of Labour Laws viz. Contract Labour (Regulation & Abolition) Act, 1970 & Central Rules, 1971 made there under or other applicable Labour Laws under the jurisdiction shall attract following penalties in addition to the penalties imposed by Statutory Authorities in terms of applicable Act/Rules :-</p> <p>a)Delay in payment of dues to any workmen Rs. 100/- per day per workman.</p> <p>b) Non-compliance(s) of any other provision of labour laws, pointed out by Employer /Engineer or their representative Rs. 5000/- for each non-compliance Informed in writing, under the contract.</p> <p>The decision of Engineer with regard to the merits of imposition of penalty, determination of non-compliance and amount of penalty</p>	<p>The said clause has huge financial impact on the bidder. Therefore, request to please delet the clause "(d)The Contractor will ensure to open bank accounts for each worker employed by him and his sub-contractors and all the payments to workers will be released through bank accounts.</p> <p>(e) The violation of Labour Laws viz. Contract Labour (Regulation & Abolition) Act, 1970 & Central Rules, 1971 made there under or other applicable Labour Laws under the jurisdiction shall attract following penalties in addition to the penalties imposed by Statutory Authorities in terms of applicable Act/Rules :-</p> <p>a)Delay in payment of dues to any workmen Rs. 100/- per day per workman.</p> <p>b) Non-compliance(s) of any other provision of labour laws, pointed out by Employer /Engineer or their representative Rs. 5000/- for each non-compliance Informed in writing, under the contract.</p> <p>The decision of Engineer with regard to the merits of imposition of penalty, determination of non-compliance and amount of penalty shall be final and binding on Contractor. The 'Contract' under this sub-clause shall include any workmen employed by contractor working within premises of Works at Employer's establishment whether directly or through Sub-Contractor etc.</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
24	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>The Contractor shall be solely accountable for violation of any labour law by it, its petty contractors or Sub Contractors and will pay any such claim/damage to the authorities forthwith on demand. If any moneys shall, as a result of any instructions, directions or decisions from the Authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the Employer, such moneys shall be deemed to be moneys payable to the Employer by the Contractor and he will pay the same to the Employer forthwith on demand, without demur and without asking for any reasons/explanations from the Employer. On failure of the Contractor to repay the Employer any moneys paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, the Employer shall be entitled to recover the amount from any moneys due or accruing to the Contractor under this or any other Contract with the Employer.</p>	<p>In case of any non violation, the said clause has huge impact on employer as well. Therefore, request to modify ht eclause as "The Contractor shall be solely accountable for violation of any labour law by it, its petty contractors or Sub Contractors and will pay any such claim/damage to the authorities forthwith on demand. If any moneys shall, as a result of any instructions, directions or decisions from the Authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the Employer, such moneys shall be deemed to be moneys payable to the Employer by the Contractor and he will pay the same to the Employer forthwith on demand, without demur and without asking for any reasons/explanations from the Employer. On failure of the Contractor to repay the Employer any moneys paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, the Employer shall be entitled to recover the amount from any moneys due or accruing to the Contractor under this or any other Contract with the Employer."</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
25	Part-3	3	Time for Completion & Contract Period	Please clarify what is the capex period timeline. Is it from the date of LOA and till 31.12.2025. What is the tentative timeline for LOA signing. In SCC, DLP period is mentioned as 10 years from the date of taking over of relevant sections for complete AFC system.	CAPEX period will be from date of LOA till start of Revenue operation of last section/station of Agra Metro Project. Please refer project timeline in Part-4 of the tender documents. Please refer ITT clause no. 42.1 for LOA.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
26	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>In case of delay on the part of the Contractor, the Contractor shall be liable to pay liquidated damages and any other compensation for the damages suffered by the Employer as per clause 8.5. This is without prejudice to the right of the Employer to rescind the Contract. Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable. However, If the Engineer's instruction on</p>	<p>The bidder should be held liable for LD or other compensation only in the event the delay is attributable to the bidder. Further, any extension in time period of completion should be decided mutually by the parties to ensure the revised timelines are feasible. Therefore, request to modify the clause as "In case of delay on the part of the Contractor due to reasons solely attributable to the Contractor, the Contractor shall be liable to pay liquidated damages and any other compensation for the damages suffered by the Employer as per clause 8.5. This is without prejudice to the right of the Employer to rescind the Contract. Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as mutually agreed by the parties in writing in his opinion is / are reasonable.</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
27	Part-3	Part 3 Section VIII- General Conditions of Contract	If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.	The said clause has financial impact on the bidder. Therefore, request to modify the clause as "If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is solely due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide."	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
28	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>Time is the essence of the contract and therefore if the work is delayed on account of the contractor, liquidated damage shall be recovered as provided for in the contract. Such liquidated damage shall generally by 0.5% of the contract value per one-week delay with an upper limit of generally 10% of the contract value.</p> <p>The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty.</p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due, to the Contractor. In the event of an extension of time being granted under Sub- Clause 8.3, the amount due under this Sub- Clause shall be recalculated accordingly, and any over-payment refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or</p>	<p>SLA penalty on delay of deliverable has a huge financial exposure for the bidder. Therefore to limit the financial exposure, request to modify the clause as "Time is the essence of the contract and therefore if the work is delayed solely on account of the contractor, liquidated damage shall be recovered as provided for in the contract. Such liquidated damage shall generally by be 0.5% of the value of the delayed deliverables contract value per one-week delay and such liquidated damages shall not in any case exceed with an upper limit of generally 10-5% of the contract value. value of the delayed deliverables</p> <p>The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty.</p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due, to the Contractor. In the event of an extension of time being granted under Sub- Clause 8.3, the amount due under this Sub- Clause shall be recalculated accordingly, and any over-payment refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
29	Part-3	Part 3 Section VIII- General Conditions of Contract	The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During suspension, the Contractor shall protect, store and secure such part or whole of the Works against any deterioration, loss or damage.	The cost of such protection and storage due to suspension shall be borne by the Employer. Therefore, request to modify the clause as "The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During suspension, the Contractor shall protect, store and secure such part or whole of the Works against any deterioration, loss or damage at the sole cost of the Employer."	Please follow tender conditions.
30	Part-3	Part 3 Section VIII- General Conditions of Contract	If suspension is ordered by the Engineer for reasons other than those mentioned in sub-clause 8.8 then the Contractor shall be entitled for extension of time and the compensation for this extension period shall be paid for idle labour as per the daily rate of wages as per Minimum Wages Act and 70% of the rate for hire charges for idle plant & machinery (excluding cost of fuel and lubricant). The contractor shall have to submit documentary proof for idleness of these resources. In addition to this 15% extra on this amount shall be paid to cover overhead cost.	Kindly note that such documentary proof may be very difficult to produce for each of these resources. Therefore, request to modify the clause as "If suspension is ordered by the Engineer for reasons other than those mentioned in sub-clause 8.8 then the Contractor shall be entitled for extension of time and the compensation for this extension period shall be paid for idle labour as per the daily rate of wages as per Minimum Wages Act and 70% of the rate for hire charges for idle plant & machinery (excluding cost of fuel and lubricant). The contractor shall have to submit documentary proof for idleness of these resources. In addition to this 15% extra on this amount shall be paid to cover overhead cost."	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
31	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 10.2(a), (b) or (c), the Employer may (at his sole discretion):</p> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work: the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;</p> <p>(b) require the Engineer to determine and certify a reasonable reduction in</p>	<p>The said clause has financial impact on the bidder. Therefore, request to modify the clause as "If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 10.2(a), (b) or (c), the Employer may (at his sole discretion):</p> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work: the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;</p> <p>(b) require the Engineer to determine and certify a reasonable reduction in the Contract Price; or</p> <p>(c) if the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use, the Employer shall then be</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
32	Part-3	3	Mobilization Advance	It is mentioned that the 2nd installment of mobilization advance will be paid after the 1st advance has been utilized. What are the supporting documents/conditions required to be submitted/met to confirm that the 1st advance has been utilized.	Mobilization advance will not be payable to successful bidder.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
33	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,</p> <p>a) fails to comply with a notice under Sub clause 13.1</p> <p>b) abandons or repudiates the Contract</p> <p>c) without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract</p> <p>d) sub contracts the whole of the Works or assigns the Contract without approval of the Employer</p> <p>e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction</p> <p>f) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or</p> <p>g) fails to remove materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or</p> <p>h) fails to take steps to employ</p>	<p>Request to modify the clause as "The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,</p> <p>a) fails to comply with a notice under Sub clause 13.1</p> <p>b) abandons or repudiates the Contract</p> <p>c) without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract</p> <p>d) sub contracts the whole of the Works or assigns the Contract without approval of the Employer</p> <p>e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction</p> <p>f) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or</p> <p>g) fails to remove materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or</p> <p>h) fails to take steps to employ competent and/or additional staff and labour, or</p> <p>i) fails to afford the Engineer or his representative proper facilities for inspecting the Works or any part thereof, or</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
34	Part-3	Part 3 Section VIII- General Conditions of Contract	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.	Please note a rectification period should be provided to the Contractor to correct the circumstances listed in Clause 13.2.1 . The same has also been provided to the Employer under clause 13.3.1. Therefore, request to modify the clause as "In any one of these events or circumstances, the Employer may give notice requiring the Contractor to remedy the default within 28 days after receipt of the notice. If the Contractor fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may upon giving 30 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 15 7 days terminate the Contract immediately."	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
35	Part-3	Part 3 Section VIII- General Conditions of Contract	13.2.5 On termination of contract due to contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such JV or partnership firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.	In order to secure the business intrests of the bidder, request to delete the clause " 13.2.5 On termination of contract due to contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such JV or partnership firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm." "	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
36	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>After termination under Sub-Clause 13.2.1, the Employer shall not be liable to make any further payments to the Contractor until the costs of design, manufacture, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established.</p> <p>The Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-Clause 13.2.7. If there are no such extra costs, the Employer shall pay any balance to the Contractor.</p>	<p>In the event the contract is terminated by the Employer, no situation should arise wherein the payments due to the Employer or the expenses or losses suffered by the Contractor are not paid to them. Therefore request to modify the clause as "After termination under Sub-Clause 13.2.1, the Employer shall Pay to the Contractor within 15 days of such termination all moneys due on the date of termination for all the works done at the rates agreed under the contract or the all expenses on work pending completion which have been undretaken by the Contractor before such termination not be liable to make any further payments to the Contractor until the costs of design, manufacture, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established.</p> <p>The Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any pay the sum due to the Contractor under Sub-Clause 13.2.7. If there are no such extra costs, the Employer shall pay any balance to the Contractor."</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
37	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>In the event of the Employer:</p> <p>a. failing to pay the Contractor, without reasonable cause, the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 11.5 within which payment has to be made, subject to any deduction that the Employer is entitled to make under the Contract,</p> <p>b. becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, then, the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days notice to the Employer with a copy to the Engineer. In this case, the Contractor shall be compensated as</p>	<p>In order to secure the financial and business interests of the bidder, request to modify the clause as" In the event of the Employer:</p> <p>a. failing to pay the Contractor, without reasonable cause, the amount due under any certificate of the Engineer within 30 56 days after the expiry of the time stated in Sub-Clause 11.5 within which payment has to be made, subject to any deduction that the Employer is entitled to make under the Contract,</p> <p>b. becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, c. indulges in corrupt or fraudulent practices then, the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days notice to the Employer with a copy to the Engineer. However, in cases under subparagraph b) and c) the Contractor may by notice of 7 days terminate the Contract immediately. In this case, the Contractor shall be compensated as per Sub clause 13.3.4"</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
38	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>In case termination/foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, equipment and surplus materials of Employer with contractor will be returned to the Employer in good condition at Employer's depot or any other location at Contractor's cost. In case of the failure of the contractor to do so, the Employer will be entitled to recover their cost from the contractor from the amount becoming due to the contractor or from any other money due in any other contracts. The decision of the Engineer of the amount to be recovered will be final decision and full credit at rates initially charged to the contractor shall be allowed for such materials. Similarly, the Employer shall be entitled to recover the cost of the unreturned material, plant equipment and tools from the contractor where such material have been supplied free of cost and plant, equipment and tools free of cost or on lease basis to the contractor as stipulated in the Conditions of</p>	<p>In order to limit the financial exposure of the bidder, request to please modify the clause as "In case termination/foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, equipment and surplus materials of Employer with contractor will be returned to the Employer in good condition at Employer's depot or any other location at Contractor's cost. In case of the failure of the contractor to do so, the Employer will be entitled to recover their cost from the contractor from the amount becoming due to the contractor or from any other money due in any other contracts. The decision of the Engineer of the amount to be recovered will be final decision and full credit at rates initially charged to the contractor shall be allowed for such materials. Similarly, the Employer shall be entitled to recover the cost of the unreturned material, plant equipment and tools from the contractor where such material have been supplied free of cost and plant, equipment and tools free of cost or on lease basis to the contractor as stipulated in the Conditions of Contract."</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
39	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>The Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same.</p> <p>These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:</p> <p>(a) sickness, or disease, or death of, or injury to any person; and</p> <p>(b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and</p>	<p>The bidder should be liable for direct losses only. Indirect loss should be excluded from Indemnity. In order to capture financial exposure, liability should be limited for minimizing the risk. It is important to have a specific time limit for survival of indemnity clauses and as survival without a time limit is not reasonable as a bidder cannot have an infinite obligation under indemnity. Therefore, we request you to provide a survival time limit of 3 years and modify the clause as "The Contractor shall indemnify and hold harmless the Employer, the Engineer, the Designated Contractors, representatives and employees from and against all direct actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works due to reasons solely attributable to the Contractor , including professional services provided by the Contractor or in the guarding the same.</p> <p>These indemnification obligations shall include but not be limited to direct claims, damages, losses, damage proceedings, charges and expenses which are attributable to:</p> <p>(a) sickness, or disease, or death of, or injury to any person; and</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
40	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>The Contractor shall take this responsibility from the Commencement Date until the date of issue of the Taking Over Certificate, when responsibility shall pass to the Employer. If the Engineer issues a Taking Over Certificate for any Section or part of the Works, the Contractor shall cease to be responsible for the care of that Section or part from the date of issue of such Taking Over Certificate when responsibility shall pass to the Employer.</p> <p>The Contractor shall take full responsibility for the care of the Works, or any part thereof, including full responsibility for the care of any work being manufactured, or stored off-Site for inclusion in the Works, or in the course of transportation to the Site, and for the care of Contractor's Equipment, Temporary Works, Plant, Rolling Stock, and any other Material, whatsoever, on the Site or delivered to or placed on the Site in connection with, or for the purpose of the Works. The Contractor shall take responsibility for the care of any</p>	<p>Please note that once the Taking over Certificate has been issued, bidder should not be held liable for any loss or damage. This is to secure the business/ goodwill and financial interests of the bidder. Therefore, requests to modify the clause as "The Contractor shall take full responsibility for the care of the Works, or any part thereof, including full responsibility for the care of any work being manufactured, or stored off-Site for inclusion in the Works, or in the course of transportation to the Site, and for the care of Contractor's Equipment, Temporary Works, Plant, Rolling Stock, and any other Material, whatsoever, on the Site or delivered to or placed on the Site in connection with, or for the purpose of the Works. The Contractor shall take this responsibility from the Commencement Date until the date of issue of the Taking Over Certificate, when responsibility shall pass to the Employer. If the Engineer issues a Taking Over Certificate for any Section or part of the Works, the Contractor shall cease to be responsible for the care of that Section or part from the date of issue of such Taking Over Certificate when responsibility shall pass to the Employer. The Contractor shall take responsibility for the care of any outstanding work which is required to be completed prior to the expiry of the Contract Period, until the Engineer confirms in</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
41	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other party in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-Clause shall not limit the liability of the Contractor:</p> <p>(a) under Sub-Clauses 4.18, 4.19 and 14.1</p> <p>(b) under any other provisions of the Contract which expressly impose a greater liability,</p> <p>(c) in cases of fraud, wilful misconduct or illegal or unlawful acts, or</p> <p>(d) in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar</p>	<p>In order to limit the financial exposure of the bidder, request to modify the clause as "Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any Works, loss of profit, loss of goodwill ,loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other party in connection with the Contract. Notwithstanding anything contained herein, The total cumulative liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub Clause shall not limit the liability of the Contractor: (a) under Sub Clauses 4.18, 4.19 and 14.1 (b) under any other provisions of the Contract which expressly impose a greater liability, (c) in cases of fraud, wilful misconduct or illegal or unlawful acts, or (d) in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances."</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
42	Part-3	Part 3 Section VIII- General Conditions of Contract		Minor modification has been suggested keeping the current covid 19 situation "(i) restrictions due to the pandemic or epidemic including but not limited to COVID - 19."	Please follow tender conditions.
43	Part-3	Part 3 Section VIII- General Conditions of Contract	Any and all Disputes shall be settled in accordance with the provisions of Clause 17. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 17 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.	In order to secure business interests of the bidder, request to modify the clause as "Any and all Disputes shall be settled in accordance with the provisions of Clause 17. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 17 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected. "	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
44	Part-3	Part 3 Section VIII- General Conditions of Contract	<p>If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:</p> <p>(a) Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. The Employer shall provide a panel of three arbitrators which may also include UPMRC officers for the claims up to Rs.5 million and a panel of five Arbitrators which may also include UPMRC officers for claims of more than Rs.5 million. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators</p>	<p>Inorder to ensure an impartial dispute resolution mechanism, request to modify the clause as "If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration and resolved under the Arbitration and Conciliation Act 1996 or any amendments thereof in accordance with the following provisions:</p> <p>(a)Matters to be arbitrated upon shall be referred to a sole Arbitrator to be appointed mutually by the Parties if the total value of the claim is up to Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. The Employer shall provide a panel of three arbitrators which may also include UPMRC officers for the claims up to Rs.5 million and a panel of five Arbitrators which may also include UPMRC officers for claims of more than Rs.5 million. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
45	Part-3	Part 3 Section VIII- General Conditions of Contract	The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the arbitrator (s) as agreed by both the parties or provided under the International Arbitration Rules.	Request to modify the clause as "The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the arbitrator (s) as agreed by both the parties or provided under the Arbitration and conciliation Act, 1996 or any amendments or revisions thereof International Arbitration Rules. "	Please follow tender conditions.
46	Part-3	Part 3 Section VIII- General Conditions of Contract	Where recourse to a Court is to be made in respect of any matter, the court at LUCKNOW shall have the exclusive jurisdiction to try all disputes between the parties.	Request to modify the clause as "Where recourse to a Court is to be made in respect of any matter, the court at New Delhi LUCKNOW shall have the exclusive jurisdiction to try all disputes between the parties."	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
47	Part-3	Part 3 Special Conditions of Contract	<p>Defects Liability</p> <p>During the Defects Liability Period the Contractor shall provide, free of cost, competent and skilled personnel and maintain adequate stock of spares so as to promptly fulfil his obligations during the Defects Liability Period as laid down in GCC and Employer's Requirements.</p> <p>The Defect Liability Period (DLP) for Complete AFC system (Hardware, software and related services) including AFC Central computer system and AFC Back office system of a section or part of the work shall start from the date of opening of the section for revenue services and shall continue till the completion of whole contract i.e. 10 years from the date of taking-over of the relevant section or part of the work.</p> <p>For the equipment and hardware & supplied supplied for OCC, AFC Central computer system, AFC Back office system the Defect Liability Period shall start from the date of opening of the first section for revenue services and shall continue</p>	<p>In order to secure the financial and business interests of the bidder, request to modify the clause as "Defects Liability</p> <p>During the Defects Liability Period the Contractor shall provide, free of cost, competent and skilled personnel and maintain adequate stock of spares so as to promptly fulfil his obligations during the Defects Liability Period as laid down in GCC and Employer's Requirements.</p> <p>The Defect Liability Period (DLP) for Complete AFC system (Hardware, software and related services) including AFC Central computer system and AFC Back office system of a section or part of the work shall start from the date of opening of the section for revenue services and shall continue till the completion of whole contract i.e. 10 years from the date of taking over of the relevant section or part of the work.</p> <p>For the equipment and hardware & supplied supplied for OCC, AFC Central computer system, AFC Back office system the Defect Liability Period shall start from the date of opening of the first section for revenue services and shall continue until 10 years from the date of taking over of the whole of the Works.</p> <p>Maintenance during Defects Liability Period Contractor shall establish an office for the purpose with communication facility so as to facilitate communication for reporting failures</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
48	Part-3	Part 3 Special Conditions of Contract	<p>Indemnity</p> <p>The last paragraph of Clause 14.1 of GCC shall not be applicable in this contract and the Contractor shall include such risks also in his insurance cover.</p>	<p>In order to secure the business interests of the bidder, request to delete the clause "Indemnity</p> <p>The last paragraph of Clause 14.1 of GCC shall not be applicable in this contract and the Contractor shall include such risks also in his insurance cover."</p>	Please follow tender conditions.
49	Part-3	Part 3 Special Conditions of Contract	<p>Cost of Arbitration</p> <p>Clause 17.11 of GCC is replaced as under:</p> <p>The cost of arbitration shall be borne by the respective parties. As regard the fee of the arbitrator(s), the employer shall fix the fee from time to time which shall be payable to the arbitrators. Any other expenditure shall be as agreed by both the parties.</p>	<p>The fees of arbitrators shall be fixed as per the Arbitration and conciliation Act, 1996. Therefore, request to modify the clause as "Cost of Arbitration</p> <p>Clause 17.11 of GCC is replaced as under:</p> <p>The cost of arbitration shall be borne by the respective parties. As regard the fee of the arbitrator(s), the employer shall fix the fee from time to time which shall be payable to the arbitrators. Any other expenditure shall be as agreed by both the parties in writing."</p>	Please follow tender conditions.
50	Part-3	Part 3 Special Conditions of Contract	<p>If any equipment fails during DLP, then warranty of such equipments shall be provided for 2 years from the date of replacement.</p>	<p>Need clarity on warranty period for all the HW supplies.</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
51	Part-3	Part 3 Special Conditions of Contract	List of Spares- Employer may during the period of 10 years purchase as many spares as required.	This clause of providing as many spares as required during the period of 10 years is quite unreasonable impacting the financials of the project for the bidder. Generally, there is a capping of 5% for spares for the projects. Therefore, request to please consider to remove open ended clause of spares and add 5% capping to spares.	Please follow tender conditions.
52	Part-3	Part 3 Special Conditions of Contract	Penalty amount is mentioned against breach of defined level of SLA.	There is no capping mentioned for SLA penalty. We propose to have capping on the same.	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
53	Part-3	Part 3 Special Conditions of Contract	<p>Recovery of money due to the Employer</p> <p>All damages (including, without limitation, liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other contract between the Employer and the Contractor.</p> <p>When the Contractor has assigned to a third party the right to receive monies due, or to become due, under the Contract to the Contractor or charged such monies in favour of a third party, the Employer's right to deduct damages (including without limitation liquidated damages). costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right</p>	<p>In order to secure financial interests and cash inflow for the bidder, request to modify the clause as "Recovery of money due to the Employer</p> <p>All damages (including, without limitation, liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other contract between the Employer and the Contractor.</p> <p>When the Contractor has assigned to a third party the right to receive monies due, or to become due, under the Contract to the Contractor or charged such monies in favour of a third party, the Employer's right to deduct damages (including without limitation liquidated damages). costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right expressed above."</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
54	Part-3	Part 3 Special Conditions of Contract	<p>Work by persons other than the Contractor</p> <p>If the Contractor shall fail to carry out any work required under the Contract or refuse to comply with any instruction or order given by the Engineer in accordance with the Contract within a reasonable time, the Engineer may give the Contractor 14 days' notice in writing to carry out such work or comply with such instruction. If the Contractor fails to comply with such notice, the Employer shall be entitled to carry out such work or instruction by his own workmen or by other contractors. Without prejudice to any other right or remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Contractor.</p> <p>If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Engineer, be urgently necessary and the Contractor is</p>	<p>Any work carried out by any person other than the Contractor shall be at the sole cost and risk of the Employer and the Contractor cannot be held liable for the same in any manner whatsoever. Therefore, request to modify the clause as "Work by persons other than the Contractor</p> <p>If the Contractor shall fail to carry out any work required under the Contract or refuse to comply with any instruction or order given by the Engineer in accordance with the Contract within a reasonable time, the Engineer may give the Contractor 14 days' notice in writing to carry out such work or comply with such instruction. If the Contractor fails to comply with such notice, the Employer shall be entitled to carry out such work or instruction by his own workmen or by other contractors. Without prejudice to any other right or remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Contractor.</p> <p>If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Engineer, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Engineer may authorise the carrying out of such remedial</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
55	Part-3	Part 3 Special Conditions of Contract	<p>Part Termination</p> <p>The contractor shall be responsible for site progress for meeting the deadlines set by the engineer for meeting the key dates/ROD. In the event of failure of the contractor in the opinion of the engineer for performance of any part activity, UPMRC reserves the right to notify the contractor and if contractor does not improve in the next 15 days, UPMRC may decide to off-load the part of the work and get this work done through other contractors. The additional cost of the work, if any, incurred by the employer shall be recovered from the contractor.</p>	<p>Any work carried out by any person other than the Contractor shall be at the sole cost and risk of the Employer and the Contractor cannot be held liable for the same in any manner whatsoever. Therefore, request to modify the clause as "Part Termination</p> <p>The contractor shall be responsible for site progress for meeting the deadlines set by the engineer for meeting the key dates/ROD. In the event of failure of the contractor in the opinion of the engineer for performance of any part activity, UPMRC reserves the right to notify the contractor and provide the if contractor does not improve in the next 15 days to improve the same, UPMRC may decide to off-load the part of the work and get this work done through other contractors. The additional cost of the work, if any, incurred by the employer shall be recovered from the contractor."</p>	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
56	Part-3	Part 3 Special Conditions of Contract	Deletion of Section/Corridor/Station: "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."	Any revisions shall have a propotionate effect on the claim / reimbursement that the the contractor is entitled to. Therefore, request to modify the clause as "Deletion of Section/Corridor/Station: "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 propotionatly . However project term and conditions remain unchanged."	Please follow tender conditions.
57	Part-1	Part-1, ITT, Clause no. 18.11, page-41	GST on the annual royalty payment shall however be paid /reimbursed at actuals by the Employer	Kindly clarify how GST shall be reimbursed to contractor for royalty amount?	GST amount shall be reimbursed by employer on submission documentary proof.
58	Part-1	Part-1, ITT, Clause no. 47.2, page-49	2. FI being an acquirer shall allow cards issued by other banks to the AFC system. The terms & conditions and interchange fees between acquirer and issuer shall be decided by the respective FIs and subject to approval by the Employer	Please clarify? As per our understanding The terms & conditions and interchange fees between acquirer and issuer shall be as per RBI/ Relevant authority.	The Terms and conditions & inter change fee shall be as per guidelines of RBI/relevant authority. However, this amount amount payable to issuer & acquirer bank shall be included within the total 4% revenue share of successful PPP partner. No extra amount shall be deeducted from the UPMRC share.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
59	Part-1	Part-1, ITT, Clause no. 47.2, page-49	t. Operation & Maintenance, Defect Liability period of AFC system for stations including Central computer system, AFC Back office system (Hardware, Software and related services) shall be till entire contract period of 10 years	Kindly reduce DLP to 6 years as of other metro RFPs. FI already having financially overloaded with Capex and opex investment.	Please follow tender conditions.
60	Part-1	Part-1, ITT, Clause no. 48.1, page-51	The AFC system go-live test should be successfully completed 15 days prior to revenue operation date set by UPMRCL, and the Revenue Security (BG) of INR 1 crore for the 1st year {for subsequent years, bidder has to furnish Revenue Security equivalent to yearly average (of previous year) fare box revenue of 5 days or INR 1 Crore, whichever is higher.} shall be submitted to UPMRCL from any bank in India except from the FI of the Consortium , 28 days within revenue operation date, to cover the following revenue risks of UPMRCL, till expiry of contract.	Kindly delete this clause as performance security is already mentioned by UPRMC and FI is financially overloaded with Capex and opex investment.	Revenue security is not applicable. This clause was deleted in tender document.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
61	Part-2	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 that UPMRCL will be giving rights of MDR charges for use of supplied PG and POS to the bidder separately as it has a huge cost for FI. Therefore, request you to please consider the MDR charges for the bidder	Please follow tender conditions, separate MDR charges shall not be payable.
62	Part-2	Part-2, Clause no. 8.5.2.1 and Page-117	Kindly remove cash-pickup scope from FI	Request you to either delete cash-pick up scope from FI or reimburse the cash pick up services amount to FI.	Please follow tender conditions.
63	Part-2	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 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.
64	Part-2	Part-2, Clause no. 9.2.5 and Page-122	Multi-issuance will be done as per the contract agreement between FI and UPMRC	Please clarify. what is multi issuance in this context.	NCMC card issued by any bank shall be accepted at AFC system at UPMRC , Agra Metro Rail project.
65	Part-2	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 to delete this clause	The bidder will have option either he can build up Project office & storage at the space provided by UPMRC or he can make his own arrangement for Project office and storage space.
66	Part-2	Part-2, Clause, 13.8.4, Page no. 108	The Contractor shall not be entitled to use any of the Employer's Spares to replace any item in the Permanent Works during the AMC Periods.	This is the same spares as mentioned in BOQ as 5%. Is our understanding correct?	Bidder's understanding is correct. Please refer Part-4, Appendix-C, Note-6.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
67	Part-2	Part-3, Special condition of contract Clause No. 11.1.1, Page No. 116;	A. Additional to the rights mentioned under contract pricing, request you to provide the following: 1. Advertising space inside stations 2. ATM space for all stations 3. Per transaction MDR as per GOI mandate.	Request you to provide the following for better ROI of FI.	Please follow tender conditions.
68	Part-3	Part-3, Special condition of contract Clause No. 11.1.1, Page No. 116;	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	Please clarify how GST amount shall be reimbursed by employer.	Share in farebox revenue will be 4%, which is inclusive of All. Hence no GST will be reimbursed.
69	Part-4	Part-4, BOQ and Page-6&7	The number of TVMs requested as a part of BOQ is higher, with our experience it is suggested to reduce the number of TVMs in accordance with the ridership that is expected to rationalize the cost of project	For wider participation and lucrative royalty. Kindly reduce TVM Qty, as most of the commuter shall migrate to mobile ticketing in upcoming years. TVM cost leads to additional cost burden to FI/SI.	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
70	General	General	<p>For Wider participation and lucrative royalty kindly clarify:</p> <ol style="list-style-type: none"> 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 6. The expected daily ridership will help the bidder analyse the penetration of NCMC card as well as the cost of the project. <p>Therefore, request to please share the projected daily ridership for the entire contract duration i.e. till 2035</p>	Request clarification.	Please refer Agra Metro DPR, how ever Bidders should use their own diligence for estimation purpose.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
71	General	General	<p>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</p>	<p>Request you to provide the following for better ROI of FI.</p>	<p>4% revenue will be shared to successful bidder. No separate MDR charges shall be payable.</p>
72	General	General	<p>In reference to the current practice across all metros PAN India, the bidder is allowed to charge the card holder suitable top up and card issuance fees. Therefore, request you to add the revenue clause of bidder allowed to charge card issuance and top up fee to the cardholder.</p>	<p>Request you to provide the following for better ROI of FI.</p>	<p>Please refer Addendum-1.</p>

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
73	General	General	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	Request you to provide the following for better ROI.	Please follow tender conditions.
74	General	General	In order to bring down the project cost, we propose the bidder/FI be given suitable advertise space for branding and promotions of its products and services including promotions of the Co-branded Agra Metro Card. We propose the below mentioned minimum rent free space to be specified in the RFP for the ease of the bidders to factor in its equivalent saving in their P&L: 1. Station Wall Area 2. Ad Wraps on trains 3. In Train Ad space 4. Standee/Kiosk Space	Request you to provide the following for better revenue channel.	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
75	Part-4	Part-4, Clause-7, Sub-Clause no.7.1, Page-3	7.1. Royalty payment for a particular year shall be quoted as positive value only.	Request you to kindly amend the existing clause as:- "Royalty payment for a particular year shall be quoted either positive or negative value".	Please follow tender conditions.
76	Part-1	SECTION-III: Eligibility & Qualification Criteria , Eligibility Criteria for Financial Institutions (FI) Point 4	FI should have the experience of co-branding card services with other organizations / institutions	Request to modify the clause as: FI should have the experience of co-branding card services (Physical/Digital)with other organizations / institutions	Please follow tender conditions.
77	Part-1	SECTION-III: Eligibility & Qualification Criteria , Eligibility Criteria for Financial Institutions (FI) Point 5	Applicant should have the experience of developing and commissioning EMV based smart card system	To allow new age banks for better participation the clause should be relaxed and revised as the FI/TSP should have the experience of deploying & managing EMV based smart card system."	Please follow tender conditions.
78	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	To allow new age banks for better participation the below clause should be relaxed: 4. Provide term deposit services 5. Provide working capital loans 6. Provide bill discounting services 7. Issue letter of credit	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
79	Part-1	SECTION-III: Eligibility & Qualification Criteria , Eligibility Criteria for Financial Institutions (FI) Point 2	FI should have the experience of handling channels of payment gateways (web, mobile, etc.), processing NEFT/RTGS, IMPS, ATMs, IVR, SMS, UPI etc.	To allow new age banks for better participation the clause should be relaxed by removing the term ATMs from the said clause because new age digital banks like Airtel Payments Banks don't operate ATMs.	Please follow tender conditions.
80	Part-1	PART 4: PRICING BID DOCUMENTS , Instructions for completing the pricing document, Page 3	2.5 Co-branding advertisement rights for 2 stations of Agra Metro shall be given to successful Bidder by UPMRC during contract period	Can we get the details on the sqft available for these 2 stations and what all properties are covered	Details shall be shared after award of the contract.
81	Part-4	Revenue Sources; 2.7	4% revenue of actual Fare Box revenue 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	With the ridership expected the bidder will not be able to break even along with given O&M expense, minimum ridership guarantee should be provided for bidders. This will enhance the participation.	Please follow tender conditions.
82	Part-4	Royalty Payments; 7.0	Royalty payment for a particular year shall be quoted as positive value only.	On evaluating the Capex and Opex of the project, VGF or b=negative royalty should be considered and allowed in quoting the financial bid.	Please follow tender conditions.
83	Part-1	ITT 47.2	Provisioning of TOM Operators will be included in contract	TOM operator manpower should be removed from bidders scope or shall be paid for seperately than 4% on actuals. This shall ease UPMRCL to operate Man power.	Please follow tender conditions.

SN	Volume No.	Clause No.	Bid Condition	Bidder's Queries/Suggestions	UPMRC Response
84	Part-4	Appendix C	Minimum Bill of Quantities	The Minimum BOQ for the project should be revised with respect to the current expected ridership of the Agra Metro as per the DPR. This shall optimise the cost and will help take bidders a better projection.	Please follow tender conditions.